

## **EXHIBIT E**

### **INSURANCE REQUIREMENTS**

During the term of this Award, the Awardee shall provide, pay for, and maintain insurance with companies that are duly authorized to do business in Florida, with an A.M. Best rating of A- (or better), Class VII (or higher), or otherwise acceptable to the City if the companies are not rated by A.M. Best.

All liability policies (including, but not limited to, commercial general liability insurance policies, and Excess or Umbrella Liability Insurance policies, if applicable), except for Workers Compensation and Employers Liability policies, shall provide that the City is an additional insured as to the operations of Awardee in performance of the terms and conditions of this Award, including the Additional Insured Endorsement, the Subrogation Waiver Endorsement, and the Severability of Interest Provision. In lieu of the additional insured requirement, if Awardee has a declared existing policy, which precludes it from including additional insureds, the City may permit Awardee to purchase an Owners and Contractors Protection Liability policy. Such policy shall be written in the name of the City at the same limit as is required for general liability coverage. The policy shall be evidenced on an insurance binder, which must be effective from the date of issue until such time as a policy is in existence, and shall be submitted to the City in the manner described below as applicable to certificates of insurances.

The insurance coverage and limits required must be evidenced by properly executed Acord 25 Certificates of Insurance on forms acceptable to the City. Each Certificate must be signed by the authorized representative of the insurance company shown in the Certificate, with proof that he or she is an authorized representative thereof. The Awardee shall provide thirty days (30) written notice to the City, if the Awardee's insurer announces its intent to cancel, not to renew, or reduce any policy coverage. In addition, if any aggregate limit of liability coverage is reduced, it shall be immediately increased by the Awardee back to the limit required in this Award. The insurance coverages required in this Award are to be primary to any insurance carried by the City or any self-insurance program thereof. All "Claims Made" type of insurance policies must include a retroactive date prior to the date of this Award.

Awardee shall furnish the City with evidence attesting to such coverages prior to providing any Commercial Solid Waste Collection Services under the Award. The City currently uses Ebix BPO to manage its insurance certificates and related documentation. Upon insurance expiration, Ebix BPO staff or their successors will notify Awardee to request updated insurance certificate(s) and endorsements.

In order to track the certificate of insurance in the City's database, the "certificate holder" box on the form shall read as follows:

For the first (1<sup>st</sup>) Certificates of Insurance furnished by the Awardee as required under the Award, the "certificate holder" box on the form shall read as follows:

City of Tampa  
Human Resources Department Risk Management Office  
c/o Ebix (Periculum Services Group)  
P.O. Box 257  
Portland, MI 48857-0257

For all other subsequent Certificates of Insurance furnished by the Awardee as required under the Award, the “certificate holder” box on the form shall read as follows:

Ebix (Periculum Services Group)  
P.O. Box 257  
Portland, MI 48857-0257

If the City’s service provider changes in the future, the City will inform the Awardee by providing notice.

The insurance required, and the limits of coverage of the insurance required, are as follows:

**(1) Comprehensive General Liability Insurance** shall be provided on the most current Insurance Services Office (ISO) form or its equivalent. Comprehensive general liability insurance with a limit of one million dollars (\$1,000,000) per occurrence and a two million dollar (\$2,000,000) general aggregate is required. This policy must include the following coverages: premises and operations liability, independent contractors, products and completed operations, personal injury, contractual liability, and fire damage.

**(2) Automobile Liability Insurance** shall be maintained in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. This coverage must include pollution coverage for upset and overturn endorsement. The amount of Automobile Liability Insurance shall not be less than the following specified amount:

Automotive liability insurance coverage providing a combined single limit of not less than one million dollars (\$1,000,000) each occurrence. This policy must include coverage for bodily injury and property damage, including premises and operations.

**Note: the MCS-90 endorsement must be included in the automobile liability insurance policy. Proof of coverage is required by indication on the actual Acord certificate of insurance form OR by providing a copy of the endorsement.**

**(3) Worker’s Compensation** shall be provided for all employees engaged in the work for Awardee as required under the laws of the state of Florida.

**(4) Employer’s Liability Insurance:** providing a single limit of not less than

one million dollars (\$1,000,000), bodily injury by each accident, and providing a single limit of not less than one million dollars (\$1,000,000), bodily injury disease per each employee, and providing a single limit of not less than one million dollars (\$1,000,000) bodily injury by disease policy limit.

**(5) Excess Liability Insurance (Umbrella Policy):** may compensate for a deficiency in general liability, automobile, or workers compensation insurance coverage limits.

The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required hereby does not constitute approval or agreement by the City that the insurance requirements have been met or that the insurance policies shown in the Certificate of Insurance are in compliance with the requirements hereof.

As long as the Awardee performs under this Award, the Awardee shall furnish the City a certificate evidencing this insurance coverage is in effect for the same term as this Award, and naming the City as an additional insured (except with regard to workers compensation and employers liability insurances). Upon the cancellation or lapse of any policy of insurance required by this Award, the Awardee's authority to operate under this Award shall be immediately revoked (terminated) unless, before the expiration date of the policy of insurance, another policy of insurance containing all the requirements of the original policy of insurance is obtained and a new certificate is provided to the City.