

Insurance Requirements for Vendors, Contractors, and Service Providers

Updated 11.01.2024

All contractors, vendors or service providers coming on to University premises to do work or provide services at University sponsored activities, are required to have insurance. Insurance is necessary to cover any claims or losses for which the contractor/vendor may be responsible for. Departments should enter a contract with all Vendors, Contractors, and Service Providers either through the Purchase Order process or the Purchasing Office's services agreement. In addition, the department must request a Certificate of Insurance from the contractor or vendor prior to the beginning of work and/or the start of a contract. A Certificate of Insurance is a standard form issued by the insurance company evidencing the insurance information (including policy limits and types of insurance) of its policyholder and must be reviewed and approved by the SUU Risk Management Office.

Certificates of Insurance must:

- 1. List Southern Utah University as the Certificate Holder with the address of 351 West University Blvd. Cedar City Utah 84720.
- 2. Name the State of Utah and Southern Utah University as additional insureds on all applicable insurance policies with the exception of Workers Compensation. <u>The certificate of insurance shall be accompanied by an additional insured endorsement OR Blanket Additional Insured (See page 4 and 5 for a sample endorsement).</u>
- 3. Provide for a 30-day notice of cancellation or non-renewal of coverage to the University. Such insurance must be primary as to any other valid and collectible insurance.
- 4. Reference the purpose of the certificate (i.e. event name, project name, service to be provided).
- 5. Provide evidence of appropriate types of insurance coverage and limits as described below and on page 2.
- 6. Please send all Certificates of Insurance to <u>riskmanagement@suu.edu</u> through this secure file link: <u>https://my.suu.edu/secure/upload/riskmanagement/</u>

Minimum Insurance Coverages:

The following minimum insurance standards shall apply to all vendors performing, selling, or distributing products and services at Southern Utah University sponsored activities. If a product or service, in the opinion of Risk Management Office, represents an unusual or exceptional risk, additional insurance for that product or service may be required.

- Commercial General Liability Insurance: Including Bodily Injury and Property Damage Liability, Independent Contractors Liability, Contractual Liability, Product Liability and Completed Operations Liability in an amount not less than \$1,000,000 combined single limit, per occurrence, and \$3,000,000 aggregate.
- Workers' Compensation: Statutory limits are required.
- Employers Liability Coverage: \$500,000.
- **Automobile Liability:** Applies to contractors, vendors, and service providers, including food trucks, who will drive on Southern Utah University property, Automobile Liability combined single limit in an amount not less than \$1,000,000 for bodily injury and property damage, including owned, hired and non-owned vehicle coverage.
 - o For Charter Bus Companies, the minimum Automobile Liability combined single

SUU Insurance Coverage Requirements

Other Insurance Coverage That May Be Required:

- **Professional Liability:** Not less than \$1,000,000 per occurrence and aggregate to be maintained for the duration of the agreement and three years following its termination.
 - This insurance requirement applies when a supplier has a professional designation or license and/or is providing professional services. The minimum limit for architects and engineers is \$2,000,000 per occurrence and in the aggregate and may be increased depending upon the nature of the services to be provided to the University.
- **Cyber Risk Insurance:** Not less than \$2,000,000 per claim to be maintained for the duration of the agreement and three years following its termination.
 - o This insurance requirement applies when a third party will be using, storing or accessing private, confidential or protected information.
- Environmental Liability: Not less than \$2,000,000 per claim and in the aggregate.
 - This insurance requirement applies when a vendor will be performing environmental clean-up work (decontamination/remediation), will be working with hazardous substance or waste, or may have similar such exposures while performing work under the proposed agreement. Higher limits of environmental liability coverage may be required depending upon the scope of work.

• Umbrella or Excess Liability Coverage:

The required Commercial General Liability and Business Automobile limits may be accomplished through a combination of primary and excess/umbrella policies written on a follow-up basis. Depending on the potential for a more serious claim or frequency of claims, certain products, services or contracting exposures may be required to provide excess/umbrella coverage in addition to the primary insurance outlined above. The classification/categories subject to the excess/umbrella insurance requirements will be determined by the SUU Risk Management office on a case-by-case basis.

Sexual abuse and molestation insurance (SAM) coverage

This insurance requirement applies when participants at an event are Minors (defined as persons under the age of 18 unless accompanied by an adult family member).

• Builder's Risk:

• Builder's Risk insurance, also known as "All Risk" or "Course of Construction" insurance, protects the University, contractors and subcontractors of all tiers from direct physical loss or damage to a project. This insurance is required for most construction projects and must be coordinated directly with the Facilities Management Department and the SUU Risk Management office on a case-by-case basis.

Coverages and limits are to be considered as minimum requirements and in no way limits the liability of the vendor, contractor or service provider.

All policies shall evidence insurance written by carriers authorized to conduct business in the State of Utah and rated at least "A-" in A.M. Best Key Rating Guide.

Renewal certificates of insurance shall be provided annually.

Please contact the SUU Safety and Risk Management office at <u>riskmanagement@suu.edu</u> or 435-586-8519 with any questions.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:				
Name of Insurance Broker/Agent	PHONE (A/C, No. Ext):	FAX (A/C, No):			
Street Address	E-MAIL ADDRESS:				
City, State, Zip	INSURER(S) AFF	ORDING COVERAGE NAIC #			
	INSURER A:				
Named Insured (Primary) Street Address City, State, Zip	INSURER B:				
	INSURER C:				
	INSURER D :				
	INSURER E:				
	INSURER F:				
COVERAGES CERTIFICATE NUM	DED.	REVISION NUMBER:			

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	NCE ADDLSUBR POLICY NUMBER POLICY EFF POLICY NUMBER (MM/DD/YYYY) (MM/D		POLICY EXP (MM/DD/YYYY)	LIMIT	ITS		
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	s s	1,000,000 Min
А	CLAIMS-MADE X OCCUR					MED EXP (Any one person) PERSONAl	s	
			R A			GENERAL GREGATE	s	2,000,000 Min
	GEN'L AGGREGATE L PRO-				7	PRODUCTS COMP/OP AGG	s	
	AUTOMOBILE LIABITY					COMBINED (Ea accider	\$	1,000,000 Min
	ANY AUTO ALL OWNED					BODILY IN. Y (Per person)	\$	
	X AUTOS AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
							\$	
	X UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	S	1,000,000
	X EXCESS LIAB CLAIMS-MAD	E				AGGREGATE	\$	3,000,000
	DED RETENTIONS						S	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X WC STATU- TORY LIMITS OTH- ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	s	100,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	1,,,,				E.L. DISEASE - EA EMPLOYEE	\$	100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	s	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Description of the services and additional insured status for the certificate holder

The State of Utah and Southern Utah University are additional insured with primary coverage for General Liability.

CERTIFICATE HOLDER	CANCELLATION
Southern Utah Universty 351 West University Blvd. Cedar City, Utah 84720	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)

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SUU Insurance Coverage Requirements

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

ANY PERSON OR LEGAL ENTITY IN WHICH YOU HAVE A WRITTEN CONTRACT, AGREEMENT, OR PERMIT WHICH REQUIRES THAT YOU NAME THE CONTRACTING PARTY AS AN ADDITIONAL INSURED.

"The State of Utah, Southern Utah University and all its departments, offices, divisions, officers and employees are Additional Insureds, with primary coverage for General Liability (and the Excess/Umbrella policy, if applicable)."

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured any per-son(s) or organization(s) (referred to below as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - 1. In the performance of your ongoing operations; or
 - 2. In connection with your premises owned by or rented to you.
- B. The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- **C.** The limits of Insurance afforded to an additional insured shall be the lesser of the following:

- The Limits of Insurance required by the written agreement between the parties; or
- 2. The Limits of Insurance provided by this coverage Part
- D. With respect to the insurance afforded to an additional insured, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – WHEN REQUIRED BY CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II – WHO IS AN INSURED is amended to include any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, and is fully executed prior to an "occurrence", but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- 1. The coverage and/or limits of this policy; or
- The coverage and/or limits required by said contract or agreement.

All other terms and conditions remain unchanged.



Effective Date: same as policy effective date

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