NOTICE TO CONTRACTORS / VENDORS / FACILITY USERS

The University of San Francisco requires Certificates of Insurance from (1) Contractors, (2) Vendors, (3) Other Parties that provide services to or on behalf of the University, and (4) Various Parties that use University of San Francisco facilities. All such parties shall furnish to the University PRIOR to commencement of work or activity, an Acord™ Certificate of Insurance (COI) stating that there is insurance in effect with the minimum limits shown below.

NOTE: At the discretion of the University of San Francisco (due to the nature of the contract, activity, event or the number of people in attendance) higher limits or other requirements may be specified. All completed Certificates should be sent to the attention of the contracting party at the University of San Francisco, at the address shown below, with a copy sent by email to aretort@usfca.edu

ATTN: _______________________
Name of Department
University of San Francisco
2130 Fulton Street
San Francisco, CA 94117

**Commercial General Liability: (MINIMUM REQUIREMENTS)**

Each Occurrence: $1,000,000  
Products/Completed Operations Aggregate: $1,000,000  
Personal and Advertising Injury: $1,000,000  
General Aggregate: $3,000,000  

1. The Certificate of Insurance must provide specific information as to the date and contract/activity/event for which the Certificate is being issued. Coverage must be written on an “occurrence” form and maintained throughout the term of any contract/activity/event.

2. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the subject contract/project, or the general aggregate limit shall be twice the required occurrence limit.

3. The Certificate of Insurance must provide coverage for completed as well as ongoing operations. Coverage limited to ongoing operations is not acceptable.

4. By endorsement, the policy must stipulate that for any claims related to any project, insurance coverage shall be primary and non-contributory as respects the University of San Francisco, its trustees, officers, employees, faculty and agents. Any insurance or self-insurance maintained by the University of San Francisco, its trustees, officers, employees, faculty or agents shall be excess of the Contractor's insurance and shall not contribute.

5. By endorsement the policy must reflect “The University of San Francisco, its trustees, officers, employees, faculty, and agents are included as an Additional Insured as their interests may appear with regard to the activity and/or operations under the subject Contract or Agreement.” Cross liability coverage must be provided.

6. By endorsement, the policy must reflect Waiver of Subrogation in favor of the University of San Francisco.
**Business Automobile Liability: (MINIMUM REQUIREMENTS)**

Commercial Entities: Business automobile liability with a combined single limit of not less than $1,000,000 per occurrence.

For Individuals: Liability of $100,000 per person / $300,000 per occurrence; property damage of $50,000 per occurrence.

1. Certificate will provide evidence of coverage arising out of automobiles owned, leased, hired or borrowed by or on behalf of the party; and with respect to liability arising out of work or operations performed by or on behalf of the party, including materials, parts or equipment furnished in connection with such work or operations.

2. By endorsement the policy must reflect Waiver of Subrogation in favor of the University of San Francisco.

**Workers Compensation and Employer’s Liability Insurance: (MINIMUM REQUIREMENTS)**

Worker’s Compensation - Statutory – As required by law in the State of California

By endorsement the policy must reflect Waiver of Subrogation in favor of the University of San Francisco. The Contractor shall assure that all subcontractors provide workers’ compensation coverage as described herein.

Employer’s Liability:

- **$1,000,000** Bodily Injury by Accident - Each Accident
- **$1,000,000** Bodily Injury by Disease - Policy Limit
- **$1,000,000** Bodily Injury by Disease - Each Employee

**Professional Liability**

If the contract involves the delivery of architectural, engineering, or other professional services, evidence of professional liability (errors and omissions) insurance with a limit of $1,000,000 per occurrence must be provided. If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

**Umbrella or Excess Liability Insurance**

Umbrella or excess liability insurance may be used to achieve the above minimum liability limits. The Umbrella or excess liability insurance policy must be endorsed to the University of San Francisco as being “As Broad as Primary Policy”.

**Endorsements**

When required “by endorsement,” the presence of such endorsement must be noted on the Certificate of Insurance and a separate insurer issued endorsement must accompany the Certificate of Insurance.
**Policy Cancellation**

The Contractor or Vendor shall agree that except for ten (10) days notice for non-payment of premium, should any of the required policies be canceled, non-renewed, or coverage and/or limits reduced or materially altered before the expiration date thereof, the Insured, their Broker or the issuing company will mail a 30 days written notice to the University of San Francisco. Each COI shall specify that **SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**Deductibles and Self-Insured Retentions**

Insurance shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the University of San Francisco. Such approval shall not relieve you from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $10,000.00 per occurrence, unless otherwise approved by the University of San Francisco.

**Approved Insurer**

Each insurance policy shall be issued by an insurance company or companies authorized to do business in the State of California or eligible surplus lines insurer acceptable to the State and having agents in California to whom service of process may be made. All such insurers must maintain a rating by A.M. Best as "(A-) IX" or better.

**Subcontractors and Vendors**

The Contractor shall maintain Certificates of Insurance in conformance with the above requirements for all subcontractors or other parties providing service under this contract.

**Evidence of Insurance**

Proof of the required insurance is evidenced by a Certificate of Insurance on an Acord™ form, provided by your insurance agent or broker. This form must be in the possession of the University of San Francisco before the work or activity starts. The Certificate of Insurance must be filed with the contract so that it can be found in the event of a loss.

**General Insurance Requirements**

The insurance limits listed in this document should be considered to be the minimum required. The University of San Francisco may make exceptions (for higher or lower limits) if it is determined that the exposure is more or less than contemplated by these requirements. Exposures related to aircraft, watercraft, professional liability and hazardous activities will require additional insurance and/or higher insurance limits.

For any claims related to any project, your insurance coverage shall be primary insurance as respects the University of San Francisco, its trustees, officers, employees, faculty and agents. Any insurance or self-insurance maintained by the University of San Francisco, its trustees, officers, employees, faculty or agents shall be excess of the Contractor's insurance and shall not contribute. All required liability policies shall provide cross-liability coverage.
**Completed Certificate of Insurance (COI)**

Provide a completed *Certificate of Insurance* using an ACORD 25 form or other form providing the same information in substantially the same format and acceptable to the University of San Francisco.

1. Endorsements issued by the insurer must be provided for Additional Insured, Primary/Non-Contributory, and Waiver of Subrogation. Reference should be made to same on the COI, but the actual separate endorsement must be provided.

2. Special instructions or terms or limitations to coverage. If coverage is limited to a specific project, the COI should stipulate.

3. The University of San Francisco listed as the certificate holder.

4. Signature of the insurer’s agent or representative and date.

**Contact Information**

For more information, contact:

Anthony Retort, CPCU, ARM, Risk Services Manager
University of San Francisco
2130 Fulton Street
San Francisco, CA 94117
Phone: 415-422-5899
aretort@usfca.edu