COI GUIDELINES

General information about the insurance requirements for Contractors providing a service to the Kern Community College District (KCCD) and to assist the campus with understanding the insurance requirements as outlined in Contract Checklist; This guide is not separate from the General Contract Guidelines, and does not replace or supersede existing General Contract Guidelines, rules and requirements or any other applicable statute or policy.

INSURANCE REQUIREMENTS:

Unless otherwise specifically agreed to in writing in advance of execution of this Agreement, Contractor agrees to obtain, pay for, and maintain in effect during the Term of this Agreement or Date(s) of Service(s), the following policies of insurance issued by an insurance company "rated not less than A-VI" in A.M. Best's Insurance Rating Guide:

(i) Commercial General Liability insurance (including contractual, products and completed operations coverage, bodily injury, and property damage liability insurance) with single combined limits of not less than $1,000,000 per occurrence;
(ii) Sexual Abuse or Molestation coverage with limits not less than $2,000,000 per occurrence, either by separate policy or by an endorsement to the Commercial General Liability coverage;
(iii) Commercial Automobile Liability insurance for "any auto" with combined single limits of liability of not less than $1,000,000 per occurrence;
(iv) Professional Liability insurance (also known as "Errors and Omissions" insurance) with a limit of liability of not less than $1,000,000 per occurrence;
(v) Cyber Liability insurance of not less than $2,000,000; and
(vi) Evidence of Workers' Compensation and State Disability insurance as required under law.

Each applicable policy shall contain **an endorsement naming the Kern Community College District as an additional named insured** insofar as this Agreement is concerned, and provide that written notice shall be given to the District at least thirty (30) days prior to cancellation or material change in the form of the policy or reduction in coverage.

Prior to rendering Services pursuant to this Agreement, and at Contractor's expense, Contractor shall furnish the District with a Certificate of Insurance (COI) evidencing the endorsements required above, and the District shall have the right to inspect the Contractor's original insurance policies upon request. Upon notification of a notice of cancellation, change or reduction in coverage, Contractor shall immediately file with the District a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this agreement concerning minimum insurance requirements shall reduce the Contractor's liabilities or obligations under the indemnification provisions of this Agreement.

Confirm that the Contractor submits at least 2 documents - COI AND Additional Insured Endorsement which includes the following requirements. Any area unchecked, please work with the Contractor to get an updated COI to meet the insurance requirements as outlined in the Contract Guidelines.

Please review the following checklist to ensure the COI submission includes all required information prior to submittal to contracts@kccd.edu.

☐ **1. CERTIFICATE OF LIABILITY INSURANCE (COI)**: The certificate is proof of coverage only. An Endorsement for each policy is required in order to provide additional coverage and verbiage per the contract.

☐ **2. INSURED**: Must be complete with the Contractor Name and Address; Verify that the name matches the legal name on Contract (include DBA if applicable).

☐ **3. INSURER(S) AFFORDING COVERAGE**: Name of the Carrier/ Insurance Company that holds Contractor's insurance policy. The insurer(s) issue the Additional Insured Endorsement and are responsible for paying when a covered claim is filed.

☐ **4. ADDL INSD**: Box(es) in this column should either be checked or have a "Y" to indicate that the policy includes additional named insured as written in the Description of Operations box, and Additional Insured Endorsement(s) should be attached.

☐ **5. SUBR WVD**: Box(es) in this column should either be checked or have a "Y" and an Endorsement(s) should be attached, if required by the contract.

☐ **6. POLICY EFFECTIVE & EXPIRED DATE**: The policy must be active (not expired) when entering contract, and the Contractor must provide a new or renewal COI that covers the full Contract Terms.

☐ **7. LIMITS**: Limits should be at least the minimum requested in the contract or District limits (must match or exceed).

☐ **8. GENERAL LIABILITY**: The box that needs to be checked is "occurrence".

☐ **9. DESCRIPTION OF OPERATIONS**: Must clearly state naming Kern Community College District as additional named insured for the coverage as required by the contract. All Endorsements should be attached to the COI, regardless if insured language is included here.

☐ **10. CERTIFICATE HOLDER**: Identified as our legal name - Kern Community College District (not college name). Please note having KCCD name & address here does NOT make KCCD an additional named insured (see instructions in no. 4 & 9 above for additional-insured requirements.

☐ **11. ADDITIONAL INSURED ENDORSEMENT(S)**: Must show KCCD as "insured" or that the endorsement says, "any person or organization as required by the written contract". Verify that the Policy Number shown on both the Additional Insured Endorsement and COI match.

EXAMPLE

Certificate of Liability Insurance (COI) 1

DATE (MM/DD/YYYY)
<Date of COI was produced>

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
<Producer/Agent name and address: the insurance Agent/Broker who issues certificates.>

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

3 Insurance company rated not less than "A-VI" in A.M. Best's Insurance Rating Guide

INSURED
2 Contractor Name & Address must match the legal name on Contract (include DBA if applicable)

COVERAGES CERTIFICATE NUMBER: 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 7 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Coverage amount must match or exceed District limits.

INSR LTR	TYPE OF INSURANCE 4	ADDL INSR	SUBR WVD 5	POLICY NUMBER 6	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY	X	X				EACH OCCURRENCE	$1,000,000.00
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$1,000,000.00
	8						PERSONAL & ADV INJURY	$1,000,000.00
							GENERAL AGGREGATE	$2,000,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY	X					COMBINED SINGLE LIMIT (Ea accident)	$1,000,000.00
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					WC STATU-TORY LIMITS / OTH-ER	<Statutory limit>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$1,000,000.00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$1,000,000.00

Required if Contractor will be on Campus / KCCD event site

Required if Contractor has at least one employee

Dates must cover the Contract Term

Other Insurance (if applicable):
- Professional Liability / Errors and Omission - Not Less Than $1,000,000
- Cyber Liability - Not Less Than $2,000,000
- Sexual Abuse or Molestation Coverage - limits not less than $2,000,000 per occurrence (either by separate policy or by an endorsement to the Commercial General Liability coverage)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

9 *MUST contain either 1 of the following 3 options & all Endorsements should be attached:*

Specifically name KCCD as additional named insured:
Kern Community College District, its Officers, Agents and Employees are named as additional named insured per attached endorsement.

or

State that the certificate holder is & additional named insured (and list KCCD in the Certificate Holder box below):
Certificate holder is named as additional named insured per attached endorsement.

or

Blanket statement:
Those usual to the Insured's operation. Blanket additional named insured applies per coverage form XXX-XXX XX XX. Certificate holder is hereby an additional named insured.

10 CERTIFICATE HOLDER

Must be - KERN COMMUNITY COLLEGE DISTRICT (not college name).
NOTE : Having KCCD name & address here does NOT make KCCD an additional named insured (see instructions in the box #9 above for additional named insured requirements).

Kern Community College District
2100 Chester Avenue
Bakersfield, CA 93301

CANCELLATION

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
<Must be signed by certificate Producer's Representative>

EXAMPLE

Additional Insured Endorsements 11

11.A. Endorsement specifically name Kern Community College District as additional named insured:

Named Insured: Vendor Name
Policy Number: Insurance Policy Number

Allianz

Additional Insured Endorsement - Type of Insurance & Policy Number Policy
Amendment – Commercial General Liability

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)
Kern Community College District

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

I. **Who Is An Insured**

It is agreed that **Section II – Who Is An Insured** is amended to include the following:

A. Any person(s) or organization(s) from whom you lease a premises or land, are added as additional insureds, but only to the extent of liability arising out of the ownership, maintenance or use of that part of such premises or land leased to you.

This insurance does not apply to:

1. Any **occurrence** which takes place after you cease to:

   a. Be a tenant in that premises; or

   b. Lease the land; and

2. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

11.B. Blanket Endorsement:

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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