

Vendor Agreements

Minimum Insurance Coverages and Requirements

The Vendor awarded the contract ("Vendor") shall obtain and maintain the insurance coverages with limits not less than those set forth below. By requiring such insurance, the Moraine Park Technical College District ("College") shall not be deemed or construed to have assessed the risk that may be applicable to the Vendor under the awarded contract. The Vendor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Vendor is not relieved of any liability or other obligations assumed or pursuant to the contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Coverages

1. **Commercial General Liability** – ISO form CG 00 01 or its equivalent. Coverage to include:
 - Premises and Operations
 - Personal Injury/Advertising Injury
 - Products/Completed Operations
 - Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract)
 - Independent Contractors
 - If performance will entail interaction with vulnerable populations, such as children, persons with cognitive disabilities, or the elderly, Abuse/Molestation coverage
2. **Automobile Liability** – Coverage to include:
 - Owned Vehicles
 - Leased Vehicles
 - Hired Vehicles
 - Non-Owned and Employee Non-Owned Vehicles
 - Personal Injury Protection (where applicable)
3. **Workers' Compensation and Employers' Liability** – Workers' Compensation (Coverage A) and Employers' Liability (Coverage B)
4. **Liquor Liability** – If the vendor is operating a business that distributes, sells, or serves alcoholic beverages or if their activities require a liquor license, they must maintain liquor liability insurance that includes the Moraine Park Technical College District and its Board of Trustees, officers, employees, agents, and volunteers as additional insureds.
5. **Third Party Fidelity or Crime Insurance** (if applicable) – If the vendor is operating on the College premises (such as janitorial services), it is recommended this coverage be provided. NOTE: If the vendor is an individual or sole proprietor with no employees, this coverage cannot be obtained and should be deleted. Coverage shall include employee dishonesty, including endorsement client's property (ISO endorsement CR 04 01 or equivalent). If a crime insurance policy is not used, third party fidelity coverage shall be provided for in limits as stated below in 1.

- The coverage shall be issued with limits of 50% of the contract value or \$100,000 – whichever amount is greater.
- The coverage shall include coverage for all employees of the Contractor.
- The coverage shall not include coverage for extended theft and mysterious disappearance.
- The coverage shall not contain a condition requiring an arrest and conviction.

Limits Required

The Vendor shall carry limits of liability not less than listed below:

Commercial General Liability	
Per Occurrence Limit	\$3,000,000
Products/Completed Operations Per Occurrence	\$2,000,000
Personal/Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000
Medical Payments (Any One Person)	\$5,000
Liquor Liability (if applicable)	
Per Occurrence	\$1,000,000
Automobile Liability	
Bodily Injury/Property Damage (Each Accident)	\$1,000,000
Personal Injury Protection (if applicable)	Statutory
Workers' Compensation	
Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers' Liability)	Meet State of Wisconsin minimum limits
Crime Coverage (if applicable)	50% of the contract value or \$100,000, whichever is greater

Additional Requirements

Commercial General Liability (CGL)

Commercial General Liability (CGL) must include coverage for liability arising from products-completed operations and liability assumed under an insured contract.

If the CGL insurance has a general aggregate limit then ISO endorsement CG 25 04 (03/97 Edition) or its equivalent must be added. The Designated Location(s) General Aggregate Limit must be maintained for the duration of the agreement, and the limit must be twice the minimum required occurrence limit.

The Vendor shall name the Moraine Park Technical College District and its Board of Trustees, officers, employees, agents, and volunteers as Additional Insureds on ISO endorsement CG 20 26 or its equivalent.

The CGL policy shall contain no endorsement or modification limiting the scope of coverage for liability assumed under a contract, or liability arising from pollution.

All Policies

- Must be written on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the College.

Notice of Cancellation

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given to the College, except when cancellation is for non-payment of premium; then ten (10) days' prior notice may be given. Such notice shall be sent directly to the Moraine Park Technical College District, Occupational Health, Safety & Risk Manager, 235 N. National Avenue, Fond du Lac, WI 54935 or via email to riskmgmt@morainepark.edu. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the College of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.