

ATTACHMENT F
Small Purchase
Technical Assistance – Grant Compliance Support
Community Development Block Grant – Disaster Recovery
Foundation for Puerto Rico
2021-SP-17

Insurance and/or Bonding Requirements for Professional Services

1. Required Coverage

The CONTRACTOR shall keep in force and effect for the period beginning from the execution of the Agreement and ending at the completion of all services to be provided hereunder, insurance policies in compliance with Foundation for Puerto Rico (FPR) requirements set forth below. Please select (x) one or more insurance requirement:

- (X) State Insurance Fund Workmen's Compensation Insurance Policy
- (X) Commercial General Liability with a limit no less than \$1,000,000.
- () Public Responsibility coverage with a limit no less than \$1,000,000.
- () Employer's Liability Stop-Gap with a limit no less than \$1,000,000.
- () Vehicle Public Responsibility Policy with a limit no less than \$1,000,000 that includes Hired and Non-Auto Liability
- () Hold Harmless Agreement
- () Waiver of Subrogation
- () Breach of Warranty
- (X) Professional Responsibility coverage with a limit no less than \$1,000,000
- () Professional Marketing Liability with a limit no less than \$1,000,000.
- () Cyber Liability with a limit no less than \$1,000,000.
- () Umbrella with a limit no less than \$1,000,000.

Upon the execution of this Agreement, the CONTRACTOR shall furnish the FPR with a certified copy of the above-described insurance policies and any other evidence FPR may request as to the policies' full force and effect.

Any deductible amount, under any of the policies, will be assumed in whole by the CONTRACTOR for any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, joint and several of whatever kind and nature arising from this Agreement.

FPR shall not be held responsible under any circumstances for payments of any nature regarding deductibles under the policies for the contract.

2. Endorsements

Each insurance policy maintained by the CONTRACTOR must be endorsed as follows:

- a) FOUNDATION FOR PUERTO RICO, the PUERTO RICO DEPARTMENT OF HOUSING (PRDOH), the GOVERNMENT OF PUERTO RICO, the DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) and its officers, agents and employees are named as additional insured (except Worker's Compensation) but only with respect to liability arising out of tasks performed for such insured by or on behalf of the named insured.
- b) To provide waiver of subrogation coverage for all insurance policies provided or herein in favor of FPR and its respective officers, agents and employees.
- c) The insurer shall be required to give FPR written notice at least ninety (90) days in advance of any cancellation or material change in any such policies.

The CONTRACTOR shall furnish to FPR, prior to commencement of the work, certificates of insurance from insurers with a rating by the A.M. Best Co. of B or over on all policies, reflecting policies in force, and shall also provide certificates evidencing all renewals of such policies. Insurers shall retain an A.M. Best Co. rating of B or over on all policies throughout the term of this Agreement and all policy periods required herein. The insurance company must be authorized to do business in Puerto Rico and be in good standing.