

**EXHIBIT “C”**  
**INSURANCE REQUIREMENTS**

**Hidalgo County**

# **EXHIBIT “C”**

## **Insurance Requirements**

### **Applicable to the Acquisition of Goods and /or Services (other than Professional Services)**

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

|                                    |   |                                 |                 |
|------------------------------------|---|---------------------------------|-----------------|
| <b>ACORD</b>                       |   | <b>CERTIFICATE OF INSURANCE</b> | DATE (MM/DD/YY) |
| PRODUCER                           | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |                                 |                 |
| <b>INSURERS AFFORDING COVERAGE</b> |   |                                 |                 |
| INSURED                            | INSURER A:  |                                 |                 |
|                                    | INSURER B:  |                                 |                 |
|                                    | INSURER C:  |                                 |                 |
|                                    | INSURER D:  |                                 |                 |
|                                    | INSURER E:  |                                 |                 |

**COVERAGES**

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 THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR                                 | TYPE OF INSURANCE   | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS  |
|--|---|---------------|----------------------------------|-----------------------------------|---|
| A  | <b>GENERAL LIABILITY</b>  |               |                                  |                                   | EACH OCCURRENCE \$                                    |
|  | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY   |               |                                  |                                   | FIRE DAMAGE (Any one fire) \$                         |
|  | <input type="checkbox"/> CLAIMS MADE OCCUR  |               |                                  |                                   | MEDICAL (Any one person) \$                           |
|  | <input type="checkbox"/> OWNER'S & CONT. PROT   |               |                                  |                                   | PERSONAL & ADV INJURY \$                              |
|  | <input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY   |               |                                  |                                   | GENERAL AGGREGATE \$                                  |
|  | <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER:                                   |               |                                  |                                   | PRODUCTS - COMP/OP \$                                 |
|  | <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC |               |                                  |                                   |   |
| B  | <b>AUTOMOBILE LIABILITY</b>   |               |                                  |                                   | COMBINED SINGLE LIMIT (Ea accident) \$                |
|  | <input type="checkbox"/> ANY AUTO   |               |                                  |                                   | BODILY INJURY (Per person) \$                         |
|  | <input type="checkbox"/> ALL OWNED AUTOS  |               |                                  |                                   | BODILY INJURY (Per accident) \$                       |
|  | <input type="checkbox"/> SCHEDULED AUTOS  |               |                                  |                                   | PROPERTY DAMAGE (Per accident) \$                     |
|  | <input type="checkbox"/> HIRED AUTOS  |               |                                  |                                   |   |
| <input type="checkbox"/> NON-OWNED AUTOS |   |               |                                  |                                   |   |
|  | <b>GARAGE LIABILITY</b>   |               |                                  |                                   | AUTO ONLY-EA ACCIDENT \$                              |
|  | <input type="checkbox"/> ANY AUTO   |               |                                  |                                   | OTHER THAN EA ACC \$                                  |
|  |   |               |                                  |                                   | AUTO ONLY EA ACC AGG \$                               |
| C  | <b>EXCESS LIABILITY</b>   |               |                                  |                                   | EACH OCCURRENCE \$                                    |
|  | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE                           |               |                                  |                                   | AGGREGATE \$  |
|  | <input type="checkbox"/> DEDUCTIBLE   |               |                                  |                                   | \$  |
|  | <input type="checkbox"/> RETENTION \$   |               |                                  |                                   | \$  |
|  |   |               |                                  |                                   | \$  |
| D  | <b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>  |               |                                  |                                   | WC STATUS- <input type="checkbox"/> OTHER TORY LIMITS |
|  |   |               |                                  |                                   | E.L. EACH ACCIDENT \$                                 |
|  |   |               |                                  |                                   | E.L. DISEASE-EA EMPLOYEE \$                           |
|  |   |               |                                  |                                   | E.L. DISEASE-POLICY LIMIT \$                          |
|  | <b>OTHER</b>  |               |                                  |                                   |   |

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.**

|   |  |              |
|---|--|--------------|
| CERTIFICATE HOLDER  | ADDITIONAL INSURED; INSURER LETTER: _____  | CANCELLATION |
| <b>Hidalgo County</b><br><b>Attn: Purchasing Department</b><br><b>2812 S Highway Bus. 281</b><br><b>Edinburg, Texas 78539</b> | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <b>30</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. |              |
|   | AUTHORIZED REPRESENTATIVE  |              |

# Insurance Requirement Acknowledgment

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_,  
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:
- Automobile Liability: \$\_\_\_\_\_ General Liability: \$\_\_\_\_\_
- have already been met, see attached copy of insurance certificate.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

## **Notice to Bidder:**

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, \_\_\_\_\_, possess all of the APPLICABLE:

1. Licenses: \_\_\_\_\_.
2. Bonds: \_\_\_\_\_.
3. Certificates: \_\_\_\_\_.
4. Permits: \_\_\_\_\_.
5. Other: \_\_\_\_\_.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

\* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip