

# Vendor/Contractor Liability Insurance

Proof of insurance is required for vendors performing services on NSU property.  
Contact [purchasing@nsula.edu](mailto:purchasing@nsula.edu) for additional requirements for special services, including chartered buses, chartered flights, hazardous waste, medical services, and leases.

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| <b>WORKERS COMPENSATION</b><br>Comply with the law of the state of the contractor headquarters. Employer liability: \$500,000 per accident, per disease, per employee. Maritime exposure requires applicable maritime coverage and a \$1,000,000 employer liability minimum. | <b>COMMERCIAL GENERAL LIABILITY</b><br>\$1,000,000 per occurrence and \$2,000,000 general aggregate. Use ISO CG 00 01, current Louisiana-approved form, or equivalent. Claims-made coverage is unacceptable. | <b>AUTOMOBILE LIABILITY</b><br>\$1,000,000 combined single limit per occurrence. Coverage must include third-party bodily injury and property damage for owned, hired, and non-owned automobiles, using ISO CA 00 01 or equivalent. |
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## DEDUCTIBLES AND RETENTIONS

Any deductible or self-insured retention must be declared to and accepted by the Agency. The contractor is responsible for all deductibles and self-insured retentions.

## CORE INSURANCE PROVISIONS

- The agency, its officers, agents, employees, and volunteers must be named as additional insureds for contractor negligence under General Liability and Automobile Liability when applicable.
- Contractor insurance is primary. Agency insurance or self-insurance is excess and non-contributory.
- Failure by the contractor to comply with policy reporting provisions does not affect coverage provided to the agency and listed parties.
- Coverage applies separately to each insured against whom a claim is made or suit is brought, subject to policy limits.
- Workers Compensation insurer must waive subrogation rights against the agency and listed parties for losses arising from work performed.

# Coverage Maintenance & Verification

These requirements apply before work begins and throughout the contract term.

## CANCELLATION AND CONTINUING OBLIGATIONS

- Coverage may not be cancelled, suspended, voided, or reduced except after 30 days written notice to the agency. Ten days notice is acceptable for nonpayment of premium, consistent with policy provisions.
- Acceptance of completed work or payment does not release the contractor from insurance or indemnification obligations.
- Insurers have no recourse against the agency for premiums or assessments.

### ACCEPTABILITY OF INSURERS

Insurance must be provided by companies authorized to do business where the project is located and rated A-:VI or higher by A.M. Best. The rating requirement may be waived only for Workers Compensation.

If an insurer no longer meets the minimum rating, the contractor must obtain qualifying coverage and submit a replacement certificate.

### VERIFICATION OF COVERAGE

- Provide certificates signed by an authorized insurer representative before work begins and at every renewal.
- Submit the declarations page and cancellation provision endorsement for each policy.
- The agency may request complete certified policy copies at any time.
- Failure to furnish and maintain coverage may result in suspension, discontinuance, or termination of the contract and does not relieve liability or indemnification obligations.

## SUBCONTRACTORS

The contractor must include all subcontractors as insureds under contractor policies or verify and maintain each subcontractor certificate. Subcontractors are subject to all stated requirements, and the agency may request certificate copies at any time.

### SPECIAL SERVICES

Contact [purchasing@nsula.edu](mailto:purchasing@nsula.edu) for additional insurance requirements for chartered buses, chartered flights, hazardous waste, medical services, leases, and other special services.

# Workers Compensation Indemnity

This section applies when the contractor is not required to provide, or elects not to provide, Workers Compensation coverage.

## INDEPENDENT CONTRACTOR STATUS

The contractor, its owners, agents, and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents, and employees as an employer under the Louisiana Workers Compensation Act or otherwise. The State will not be considered the employer or statutory employer of the contractor, its owners, agents, or employees. The contractor is an independent contractor and is exclusively responsible for its employees, owners, and agents.

## WORKERS COMPENSATION INDEMNITY

The contractor agrees to protect, defend, indemnify, and hold the State of Louisiana, its departments, agencies, agents, and employees harmless from any assertion or claim arising from performance of the contract.

### IMPORTANT

Failure to purchase or maintain required insurance does not relieve the contractor from liability or indemnification obligations under the contract.

# Indemnification & Hold Harmless

The following section consolidates the indemnification and defense obligations into the end-user guide.

## INDEMNIFICATION AND HOLD HARMLESS

The contractor agrees to protect, defend, indemnify, save, and hold harmless the State of Louisiana, all state departments, agencies, boards, and commissions, and their officers, agents, servants, employees, and volunteers from and against claims, damages, expenses, and liability arising from injury or death, or damage, loss, or destruction of property, resulting from an act or omission of the contractor, its agents, servants, or employees. This obligation includes costs, expenses, and attorney fees, except for claims arising from the negligence of the State of Louisiana and the listed state entities and persons.

## DEFENSE OF CLAIMS

The contractor agrees to investigate, handle, respond to, provide a defense for, and defend such claims, demands, suits, or causes of action at the contractor sole expense. The contractor also agrees to bear all related costs and expenses, even when the claims, demands, suits, or causes of action are groundless, false, or fraudulent.

## END-USER SUBMISSION CHECK

- Confirm required coverage types and limits.
- Obtain and review the certificate, declarations page, and cancellation endorsement before work begins.
- Verify additional insured, primary and non-contributory, and waiver-of-subrogation provisions when applicable.
- Confirm the insurer meets the A.M. Best requirement, unless the stated Workers Compensation waiver applies.
- Ensure subcontractor certificates are maintained when subcontractors are used.
- Contact Purchasing when the service involves special insurance risks.

## CONTACT

For questions or additional insurance requirements, contact [purchasing@nsula.edu](mailto:purchasing@nsula.edu).