

UNIVERSITY OF HAWAI'I	<b>AMENDMENT OF SOLICITATION</b>	PAGE 1 of 3
1. AMENDMENT NO.  2	3. INVITATION FOR BIDS (IFB) NO. <u>24-785</u> Dated <u>MARCH 2024</u>  Provide Redundant Commodity Internet Service for DRFortress, Information Technology Services, University of Hawaii, Honolulu, Hawaii	
2. EFFECTIVE DATE  April 9, 2024		
4. ISSUED BY Director, Office of Procurement Management 1400 Lower Campus Road, Room 15 Honolulu Hawai'i 96822 BUYER: <u>M. Elmore</u>	5. CONTRACTOR (NAME AND ADDRESS)  N/A	

6. The IFB referenced above is amended as set forth in block 7. The hour and date for receipt of offers  is extended  is not extended. This amendment is attached to HlePRO solicitation B24001943 for distribution and acknowledgement purposes.

7. DESCRIPTION OF AMENDMENT

- A. SPECIAL PROVISION, 7. INSURANCE, Pages 8 and 9 shall be replaced with Amendment No. 2, SPECIAL PROVISION, Section 7. INSURANCE, Pages 8 and 9.
- B. The bid due date shall remain the same at **2:30 p.m, April 19, 2024.**

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE DOCUMENT REFERENCED IN BLOCK 3 UNLESS HERETOFORE AMENDED, REMAIN UNCHANGED.

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7. INSURANCE

CONTRACTOR shall, and shall ensure that all CONTRACTOR Agents shall, during the entire term of the CONTRACT, at no cost to UNIVERSITY, procure and maintain, or cause to be procured and maintained, the following insurance described below, issued by an insurance company or companies authorized to do business in the State of Hawai'i with at least an A – VII Financial Rating according to the current edition of Best's Key Rating Guide:

a. Required Insurance Coverage.

- (1) Commercial General Liability Insurance. Commercial general liability insurance written on occurrence basis covering claims with respect to injuries or damages to persons or property sustained as a result of the activities of the CONTRACTOR and/or the CONTRACTOR Agents within, on, or about the Premises and/or the UNIVERSITY Campus, with limits not less than the following:

Bodily Injury and Property Damage Combined Single Limit  
\$1,000,000.00 Each occurrence  
\$2,000,000.00 General Aggregate per policy year  
\$2,000,000.00 Products and Completed Operations Aggregate per policy year

Such limits may be achieved through the use of umbrella/excess liability insurance sufficient to meet the requirements of this section (7. Insurance) covering the CONTRACTOR's conduct of the services on or within the Premises and/or the UNIVERSITY Campus and all of the activities and operations of the CONTRACTOR and the CONTRACTOR Agents in connection therewith.

- (2) Workers' Compensation Insurance. Workers' Compensation insurance with respect to work by employees of the Contractor and the Contractor Agents on or about the Premises and/or the UH Campus, with coverage, amounts, and limits as required by law.

- b. Common provisions. Each insurance policy that CONTRACTOR and/or any of the CONTRACTOR Agents are obligated to obtain under the CONTRACT shall be subject to the following:
- (1) Notice of changes. CONTRACTOR will be required to notify UNIVERSITY of any cancellation, limitation in scope, material change, or non-renewal of any insurance coverage right away (but no later than five (5) business days of receiving notice from the insurer).
  - (2) UNIVERSITY insurance not primary. Insurance obtained by CONTRACTOR and/or any CONTRACTOR Agents pursuant to this CONTRACT will be primary and any UNIVERSITY insurance will apply only in excess of and not contribute with such insurance obtained by CONTRACTOR and/or any CONTRACTOR Agents.
  - (3) Name UNIVERSITY as an additional insured. UNIVERSITY shall be named as an additional insured on all insurance coverage that CONTRACTOR and/or any CONTRACTOR Agent is required to obtain under the CONTRACT except for workers compensation and employers liability insurance.
  - (4) Waiver of subrogation. All insurance obtained by CONTRACTOR will contain a waiver of subrogation endorsement in favor of UNIVERSITY.
  - (5) UNIVERSITY not required to pay premiums. CONTRACTOR and CONTRACTOR Agents will be responsible for paying all costs associated with obtaining the required insurance coverage described in the CONTRACT, including all premiums. UNIVERSITY will not be responsible for paying any such costs.
  - (6) Acceptable deductibles. The terms and amounts of any deductibles for the required insurance coverage under the CONTRACT must be reasonable and acceptable to UNIVERSITY based upon the type of insurance involved and the conduct of the services.
- c. Deposit insurance certificates. CONTRACTOR will timely deposit and keep on deposit with UNIVERSITY, certificates of insurance necessary to satisfy UNIVERSITY that the insurance requirements of the CONTRACT have been and continue to be satisfied during the term of the CONTRACT.
- d. UNIVERSITY may cure failure to obtain/maintain insurance. If CONTRACTOR fails to provide and maintain the insurance required by the CONTRACT after written notice to comply from UNIVERSITY, UNIVERSITY may, but shall not be required to, procure such insurance at the sole cost and expense of CONTRACTOR, who shall be obligated to immediately reimburse UNIVERSITY for the cost thereof plus ten percent (10%) to cover UNIVERSITY's administrative overhead.