SPECIAL PROVISIONS - INSURANCE

LIABILITY INSURANCE

The Offeror shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Offeror and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Offeror providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Offeror may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Offeror's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Offeror, including its subcontractor(s) where appropriate.

Coverage	Limits
Commercial General Liability (occurrence form)	$1,000,000 per occurrence for bodily injury and property damage and $2,000,000 in aggregate
Basic Motor Vehicle Insurance And Liability Policies	$1,000,000 per accident

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

1. “This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the Department of Health, State Laboratories Division (SLD), 2725 Waimano Home Road, Pearl City , Hawaii, 96782-1496”

2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements.

Upon Offeror's execution of the contract, the Offeror agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Offeror to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Offeror.

The procuring of such required insurance shall not be construed to limit Offeror's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Offeror shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.