INSURANCE REQUIREMENTS

I. GENERAL INSURANCE REQUIREMENTS
During the term of any contract resulting from this RFP, the Contractor shall maintain insurance described in this section in full force and effect. The Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Washington and having a rating of A-, Class VII or better, in the most recently published edition of Best’s Reports. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by the Contract, the Contractor shall provide written notice of such to the AGO within one (1) business day of the Contractor’s receipt of such notice. Failure to buy and maintain the required insurance may, at the AGO’s sole option, result in the Contract’s termination.

II. MINIMUM REQUIREMENTS
The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

- Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than $1 million per occurrence/$2 million general aggregate;
- Professional Liability Insurance - The CONTRACTOR shall maintain errors and omissions (professional liability) insurance and such additional insurance as may be required to enable it to fulfill its duty to indemnify throughout the term of this Contract. Failure to maintain sufficient coverage shall not relieve the CONTRACTOR of its duty of indemnification as stated in this Contract.
- Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than $1 million per accident; and
- Employers Liability insurance covering the risks of the Contractor’s employees’ bodily injury by accident or disease with limits of not less than $1 million per accident for bodily injury by accident and $1 million per employee for bodily injury by disease.

III. REQUIREMENTS FOR PROOF OF INSURANCE
The Contractor shall pay premiums on all insurance policies. Such insurance policies shall name the AGO as an additional insured on all general liability and automobile liability policies. Such policies shall also reference the AGO contract number and shall have a condition that they not be revoked by the insurer until forty-five (45) calendar days after notice of intended revocation thereof shall have been given to the AGO by the insurer.

All insurance provided by the Contractor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State and shall include a severability of interests (cross-liability) provision.

The Contractor shall include all Subcontractors as insured under all required insurance policies or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit the Contractor’s liability or responsibility.
The Contractor shall furnish to the AGO copies of certificates of all required insurance within thirty (30) calendar days of the Contract’s Effective Date, and copies of renewal certificates of all required insurance within thirty (30) days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at the AGO’s sole option, result in Contract termination.

By requiring insurance herein, the AGO does not represent that coverage and limits will be adequate to protect the Contractor. Such coverage and limits shall not limit the Contractor’s liability under the indemnities and reimbursements granted to the Contractor in the Contract.