

Office Moving Services Provider Application  
Insurance Requirements

State of California

**INSURANCE REQUIREMENTS**

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**INSURANCE REQUIREMENTS:**

**1 Commercial General Liability**

- 1.1 Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.
- 1.2 This endorsement must be supplied under form acceptable to the Department of General Services, Office of Risk and Insurance Management.

**2 Automobile Liability**

Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

**3 Workers' Compensation and Employer's Liability**

Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided to the contract administrator. Insurance must have the following: the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State.

**4 Motor Truck Cargo Legal Liability**

**Not required for Application, required when applicable for each State Agency RFO.** Certificate of insurance stating that there is Motor Truck Cargo Legal Liability insurance presently in effect with a limit no less than the replacement value of State owned property being transported.

**5 Bailee's Legal Liability**

**Not required for Application, required when applicable for each State Agency RFO.** Certificate of insurance stating that there is Bailee's Legal Liability insurance presently in effect and shall maintain the insurance with a limit equal to the replacement value of State owned property on Contractor's premises at any time.

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**GENERAL PROVISIONS REQUIRED IN ALL INSURANCE POLICIES**

**6 Deductible:**

Provider is responsible for any deductible or self-insured retention contained within the insurance program.

**7 Coverage Term:**

Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by the contract administrator at least ten (10) days prior to the expiration of the insurance. Any new insurance must continue to comply with the original terms of this Agreement.

**8 Policy Cancellation or Termination and Notice of Non-Renewal:**

Contractor shall provide to the contract administrator within five business days, following receipt by Provider a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Provider fails to keep, in effect at all times, the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.

**9 Primary Clause:**

Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.

**10 Inadequate Insurance:**

Inadequate or lack of insurance does not negate the Provider's obligations under this Agreement.

**11 Endorsements:**

11.1 The insurance carrier shall provide an endorsement for the additional insured statement as follows:

*"The State of California, its officers, agents, employees, and servants shall be included as additional insured, but only with respect to work performed for the State of California under this Agreement."*

The additional insured endorsement must accompany the certificate of insurance

11.2 Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

**12 Insurance Carrier Required Rating:**

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All insurance companies must carry a rating acceptable to the Department of General Services, Office of Risk and Insurance Management (ORIM). If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required. Department of General Services, ORIM Website: <http://www.dgs.ca.gov/orim/home.aspx>

**13 State Responsible:**

The State will not be responsible for any premiums or assessments on the policy.