

## **Vendor Insurance Requirements – Revised 5-12-15**

A Vendor shall be required to procure, at its sole cost and expense, all insurance required by Sections 2 and 3 of this Attachment 5 and, unless otherwise required by this AttachmentSection, provide proof of the same with Solicitation response. For all ~~required insurance for all~~ Lots, evidence of insurance must be provided in the form ~~acceptable to OGS of full policies for all required insurance~~ as specified in Sections 2 and 3 of this Attachment 5. Evidence of insurance shall be submitted in accordance with Solicitation Section 3.1 Contents. OGS reserves the right to require Vendors to explain or supplement their evidence of insurance prior to Contract award.

In addition, following award of any Contract resulting from this Solicitation, the Contractor shall procure, at its sole cost and expense, and maintain in force at all times during the term of any Contract resulting from this Solicitation, policies of insurance as herein below set forth, written by companies licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York with an A.M. Best Company rating of “A-” Class “VII” or better. If, during the term of the policy, a carrier’s rating falls below “A-” Class “VII,” the insurance must be replaced no later than the renewal date of the policy with an insurer rated at least “A-” Class “VII” in the most recently published Best’s Insurance Report.

After the initial submission of proof of coverage, the Contractor shall be required to provide proof of the coverage required by this Attachment within ~~three-ten~~ (310) business days of renewal and/or request.

The prospective awardee/Contractor shall deliver to OGS evidence of the insurance required by this Attachment in a form acceptable to OGS. Insurance must be written in accordance with the requirements of the paragraphs below, as applicable. While acceptance of the form of insurance shall not be unreasonably withheld, conditioned or delayed, acceptance and/or approval by OGS does not, and shall not be construed to, relieve the prospective awardee/Contractor of any obligations, responsibilities or liabilities under this Solicitation or any Contract resulting from this Solicitation.

### **General Conditions**

#### **Section 1. Conditions Applicable to Insurance**

All policies of insurance required by this Solicitation, or any Contract resulting from this Solicitation, must meet the following requirements:

1.1 Coverage Types and Policy Limits

The types of coverage and policy limits required from Vendors are specified in Section 2 Insurance Requirements.

1.2 Policy Forms

Except as otherwise specifically provided herein, or agreed to in writing by OGS, policies must be written on an occurrence basis.

1.3 ~~All Certificates of Insurance/Notices~~ Evidence of Required Insurance

Vendors shall provide ~~evidence of all required insurance-Certificate or Certificates of Insurance and required amendatory endorsements~~, in a form satisfactory to OGS, at the time of Vendor Submission, and thereafter, within ~~three-ten~~ (310) business days ~~upon renewal and/or~~ request. Certificates shall reference the Solicitation and/or Contract Number. Certificates and endorsements must name OGS as the Entity Requesting Proof of Coverage (The Entity being listed as the Certificate Holder):

The New York State Office of General Services  
Procurement Services  
38th Floor, Corning Tower  
Empire State Plaza  
Albany, New York 12242

~~All insurance Certificates and endorsements~~ Evidence of Required Insurance shall be mailed to:

The New York State Office of General Services  
Procurement Services  
38th Floor, Corning Tower  
Empire State Plaza  
Albany, New York 12242

1.4 ~~RESERVED~~30 Days' Prior, Written Notice

1.5 ~~Policies and~~ Certificates of Insurance, Schedule of Forms and Endorsements:

1.5.1 Certificates of insurance shall:

- Be in the form acceptable to OGS (i.e.: an Acord);
- Disclose any deductible, self-insured retention, aggregate limit or ~~any~~ exclusion to the policy that materially changes the coverage required by this Solicitation, or any Contract resulting from this Solicitation;
- Specify the Additional Insureds and Named Insured as required herein;
- Refer to this Solicitation, and/or any Contract resulting from this Solicitation, by number and any other attachments on the face of the certificate; and
- Be signed by an authorized representative of the insurance carrier or producer.

Certificates will be accepted as original documents or electronic forms that can be directly traced back to the insurance carrier, agent or broker via e-mail distribution.

1.5.2 Schedules of Forms and Endorsements shall:

- Be in the form acceptable to OGS; and
- Detail evidence of insurance as required by this Attachment 5.

Schedules of Forms and Endorsements will be accepted as original documents or electronic forms that can be directly traced back to the insurance carrier, agent or broker via e-mail distribution.

1.5.3 Electronic and Hardcopy Vendor Submissions

- Commercial General Liability Insurance:

- o Certificate of Insurance
- o Endorsement(s) to the Policy
  - Additional Insured
  - Waiver of Subrogation

- Comprehensive Business Automobile Liability Insurance:

- o Certificate of Insurance
- o Endorsement(s) to the Policy
  - Additional Insured
  - Waiver of Subrogation

- Data Breach and Privacy/Cyber Liability:

- o Certificate of Insurance
- o Schedule of Forms and Endorsements
- o All Forms and Endorsements
- o Endorsement(s) to the Policy
  - Extended Discovery (if policy is written on a claims-made basis and does not provide coverage)
  - Waiver of Subrogation

- Technology Errors and Omissions:
  - o Certificate of Insurance
  - o Schedule of Forms and Endorsements
  - o All Forms and Endorsements
  - o Endorsement(s) to the Policy
    - Extended Discovery (if policy is written on a claims-made basis and does not provide coverage)
    - Waiver of Subrogation
- Crime Insurance:
  - o Certificate of Insurance:
  - o Schedule of Forms and Endorsements, if Cyber Theft Coverage is provided under Crime Insurance
  - o All Forms and Endorsements, if Cyber Theft Coverage is provided under Crime Insurance
  - o Endorsement(s) to the Policy
    - Loss Payee
    - Waiver of Subrogation
- Proof of Compliance with Workers' Compensation Coverage Requirements
- Proof of Compliance with Disability Benefits Coverage Requirements

#### 1.6 Primary Coverage

All insurance policies shall provide that the required coverage shall apply on a primary and not on an excess or contributing basis as to any other insurance that may be available to the People of the State of New York, the New York State Office of General Services or any entity authorized by law or regulation to use any Contract resulting from this Solicitation for any claim arising from the Contractor's work under any Contract resulting from this Solicitation, or as a result of the Contractor's activities. Any other insurance maintained by the People of the State of New York, the New York State Office of General Services or any entity authorized by law or regulation to use any Contract resulting from this Solicitation shall be excess of and shall not contribute with the Contractor's insurance.

#### 1.7 Policy Renewal/Expiration

Upon policy renewal/expiration, ~~certificates evidence ing of~~ renewal or replacement of coverage that complies with the insurance requirements set forth in this Attachment 5 shall be delivered to OGS in the manner required for service of notice in Paragraph 1.3 Certificates of Insurance/Notices above. ~~In addition, full policies shall be delivered to OGS in the manner required for service of notice in Paragraph 1.3 Certificates of Insurance/Notices above~~

If, at any time during the term of any Contract resulting from this Solicitation, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Solicitation, or any Contract resulting from this Solicitation, or proof thereof is not provided to OGS, the Contractor shall immediately cease work. The Contractor shall not resume work until authorized to do so by OGS.

Should the Contractor fail to provide or maintain any insurance required by this Solicitation or any Contract resulting from this Solicitation, or proof thereof is not provided, OGS or Authorized Users may withhold further payments due under any Contract resulting from this Solicitation and/or treat such failure as a material breach or default of any Contract resulting from this Solicitation. In the event of such a material breach, the Contractor shall be subject to liability for damages, indemnification and all other legal remedies available to the People of the State of New York, the New York State Office of General Services and any entity authorized by law or regulation to use any Contract resulting from this Solicitation. The Contractor's failure to obtain and/or keep in effect any and all required insurance shall also provide the basis for OGS' immediate termination of any Contract resulting from this Solicitation, subject only to a five (5) business day cure period. Any termination by OGS or any delay, time lost, or additional cost incurred as a result of the Contractor not having insurance required by any Contract resulting from this Solicitation or not providing proof of same in a form acceptable to OGS, shall in no event constitute or be deemed a breach of any Contract resulting from this Solicitation and no liability shall be incurred by or arise

against the People of the State of New York, the New York State Office of General Services or any entity authorized by law or regulation to use any Contract resulting from this Solicitation, or their officers, agents and employees for lost profits or any other damages.

#### 1.8 Self-Insured Retention/Deductibles

Certificates of Insurance must indicate deductibles or self-insured retentions above \$100,000 on each policy. Deductibles or self-insured retentions above \$100,000.00 ~~which~~ are subject to approval from OGS, which shall not be unreasonably withheld, conditioned or delayed. The Contractor shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the Contractor is providing the required insurance through self-insurance, evidence of financial capacity to support the self-insurance program along with a description of that program, including but not limited to, information regarding the use of a third party administrator shall be provided at the time of Solicitation response.

#### 1.9 Subcontractors

During the term of any Contract resulting from this Solicitation, should the Contractor engage a Subcontractor, the Contractor shall require all Subcontractors, prior to commencement of an agreement between Contractor and the Subcontractor, to secure and keep in force during the term of any Contract resulting from this Solicitation the insurance requirements of this ~~document~~ Attachment 5 on the Subcontractor, as applicable. Proof thereof shall be supplied to OGS in accordance with the requirements of this ~~Section~~ Attachment 5.

#### 1.10 Additional Insured / Loss Payee Status

Unless otherwise provided for in this section, all insurance required by this Solicitation and any Contract resulting from this Solicitation shall name the People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation as an Authorized User and their officers, agents, and employees as additional insureds hereunder.

The General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number CG 20 10 11 85 or the equivalent. Such coverage shall be extended to afford Additional Insured status to those entities for both Premises Operations and Products / Completed Operations coverage. Additional Insured Endorsements shall be provided with Solicitation response and, thereafter, within ~~three ten~~ (310) business days of request to:

The New York State Office of General Services  
Procurement Services  
38th Floor, Corning Tower  
Empire State Plaza  
Albany, New York 12242

The additional insured requirement does not apply to Data Breach and Privacy/Cyber Liability, Crime, Technology Errors and Omissions, Workers' Compensation and Disability coverage. However, the People of the State of New York, the New York State Office of General Services and any entity authorized by law or regulation to use any Contract resulting from this Solicitation as an Authorized User and their officers, agents and employees, as their interests may appear, shall be named as Loss Payees as respects the specific amount of Crime Insurance required by this Solicitation and any Contract resulting from this Solicitation.

#### 1.11 Waiver of Subrogation

Vendor and Contractor as a result of this Solicitation shall cause to be included in all required each of the referenced policies (except not required for Workers Compensation and Disability Benefits Coverage), a waiver of the insurer's right of subrogation against The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation as an Authorized User and their officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided at the time of Solicitation response and thereafter, within ~~three ten~~ (310) days of request.

## Section 2. Insurance Requirements

The Contractor, throughout the term of any Contract resulting from this Solicitation, or as otherwise required by any Contract resulting from this Solicitation, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by this terms of this Solicitation, or any Contract resulting from this Solicitation, or as required by law, whichever is greater. **The limits may be provided through a combination of primary and excess/umbrella liability policies.**

**PLEASE NOTE – FOR LOT 3 CLOUD AND LOT 4 IMPLEMENTATION ONLY**

Depending upon the risk, Authorized User(s) may require the Contractor to provide additional insurance and/or increased insurance coverages. Authorized User(s) must define these requirements in the Authorized User(s) RFQ. Contractors shall not exceed Contract pricing in response to an Authorized User(s) RFQ.

### 2.1 Commercial General Liability Insurance

Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence. Such liability shall be written on the current edition of ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage and shall cover liability arising from bodily injury, premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a Contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.

- General Aggregate ..... \$2,000,000
- Products – Completed Operations Aggregate ..... \$2,000,000
- Personal and Advertising Injury ..... \$1,000,000
- Each Occurrence ..... \$2,000,000
- Damage to Rented Premises ..... \$50,000
- Medical Expenses..... \$5,000

Aggregate limits shall apply on a per location basis

Coverage shall include, but not be limited to, the following:

- Premises liability;
- Independent contractors;
- Blanket contractual liability, including tort liability of another assumed in any Contract resulting from this Solicitation;
- Defense and/or indemnification obligations, including obligations assumed under any Contract resulting from this Solicitation ;
- Cross liability for additional insureds; and
- ~~Products/completed operations for a term of no less than three (3) years, commencing upon acceptance of the work, as required by any Contract resulting from this Solicitation ;~~
- ~~Explosion, collapse and underground hazards ; and~~
- ~~Contractor means and methods.~~

**The limits may be provided through a combination of primary and excess/umbrella liability policies.**

#### 2.1.1 The following forms must be endorsed to the policy and included with Solicitation response:

- CG 20 10 11 85 or equivalent – Additional Insured – Owner, Lessees or Contractors (Form B) Endorsement naming “The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation as an Authorized User and their officers, agents, and employees” as additional insureds on the endorsement; and
- Waiver of Subrogation Endorsement listing “The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation as an Authorized User and their officers, agents, and employees” on the endorsement.

- ~~If policy does not provide for notice, an Endorsement which provides for 30 days' prior, written notice of non-renewal, except in the case of non-payment, in which case, notice shall be provided as required by to law "The New York State Office of General Services, Procurement Services, 38th Floor, Corning Tower, Albany, NY 12242".~~

### 2.1.2 Excess/Umbrella Liability

If the limits have been provided through a combination of primary and excess/umbrella liability policies, the following additional documents must be included with Submission Response:

- ~~Additional Insured - If the policy does not include provide a provision indicating that it will honor an additional insured on the primary policy, CG 20 10 11 85 or equivalent —Additional Insured—~~ Owner, Lessees or Contractors (Form B) Endorsement **must be provided** naming "The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation as an Authorized User and their officers, agents, and employees" as additional insureds on the endorsement; ~~and-~~
- Waiver of Subrogation Endorsement - ~~If the policy does not include a provision indicating that it will honor a waiver of subrogation included in the primary policy, a Waiver of Subrogation Endorsement must be provided~~ listing "The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation as an Authorized User and their officers, agents, and employees" on the endorsement; ~~and-~~
- Schedule of Underlying Insurance ~~Endorsement~~, listing policy information for all Underlying insurance policies (Insurer, Policy Number, Policy Term, Coverage and Limit of Insurance) ~~on the endorsement.~~
- ~~If policy does not provide for notice, an Endorsement which provides for 30 days' prior, written notice of non-renewal, except in the case of non-payment, in which case, notice shall be provided as required by to law "The New York State Office of General Services, Procurement Services, 38th Floor, Corning Tower, Albany, NY 12242".~~

## 2.2 Comprehensive Business Automobile Liability Insurance

Comprehensive Business Automobile Liability Insurance covering liability arising out of any automobile (~~Any Auto~~) in connection with the work required under this Solicitation or any Contract resulting from this Solicitation, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least \$2,000,000.00 each accident and shall name The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation as an Authorized User and their officers, agents, and employees as additional insureds.

In the event that the Contractor does not own, lease, or hire any vehicles to fulfill the requirements of the Contract, the Contractor must attest to that fact and does not need to obtain business automobile liability insurance. If, however, during the term of the Contract, the Contractor acquires, leases, or hires a vehicle that will be used to fulfill the requirements of the Contract, the Contractor must obtain business automobile liability insurance that meets all of the requirements set forth in this Attachment and maintain the same throughout the remaining term of the Contract or as long as the Contractor owns, leases or hires such vehicles. The Contractor shall provide evidence of such coverage no more than ten (10) days following the date automobile liability insurance coverage is bound.

**The limits may be provided through a combination of primary and excess/umbrella liability policies.**

### 2.2.1 The following ISO forms must be endorsed to the policy and included with Solicitation response

- Additional Insured – An Endorsement naming "The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation as an Authorized User and their officers, agents, and employees" as additional insureds on the endorsement; ~~and-~~
- Waiver of Subrogation Endorsement listing "The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting

from this Solicitation as an Authorized User and their officers, agents, and employees” on the endorsement.

- ~~If policy does not provide for notice, an Endorsement which provides for 30 days’ prior, written notice of non-renewal, except in the case of non-payment, in which case, notice shall be provided as required by to law” The New York State Office of General Services, Procurement Services, 38th Floor, Corning Tower, Albany, NY 12242”.~~

2.2.2 Excess/Umbrella Liability

If the limits have been provided through a combination of primary and excess/umbrella liability policies, the following additional documents must be included with Solicitation response:

- ~~Additional Insured - If the policy does not include a provision indicating that it will honor an additional insured on the primary policy, CG 20 10 11 85 or equivalent – Owner, Lessees or Contractors (Form B) Endorsement must be provided naming “The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation as an Authorized User and their officers, agents, and employees” as additional insureds on the endorsement;~~
- ~~Waiver of Subrogation Endorsement - If the policy does not include a provision indicating that it will honor a waiver of subrogation included in the primary policy, a Waiver of Subrogation Endorsement must be provided listing “The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation as an Authorized User and their officers, agents, and employees” on the endorsement; and.~~
- Schedule of Underlying Insurance ~~Endorsement~~, listing policy information for all Underlying insurance policies (Insurer, Policy Number, Policy Term, Coverage and Limit of Insurance) ~~on the endorsement.~~
- ~~If policy does not provide for notice, an Endorsement which provides for 30 days’ prior, written notice of non-renewal, except in the case of non-payment, in which case, notice shall be provided as required by to law to “The New York State Office of General Services, Procurement Services, 38th Floor, Corning Tower, Albany, NY 12242”.~~

2.3 Data Breach and Privacy/Cyber Liability

Contractors are required to maintain during the term of this Contract and as otherwise required herein, Data Breach and Privacy/Cyber Liability Insurance, including coverage for failure to protect confidential information and failure of the security of the Contractor’s computer systems or the Authorized Users’ systems due to the actions of the Contractor which results in unauthorized access to the Authorized User(s) or their data. Said insurance shall be maintained in the following limits:

Data Breach and Privacy/Cyber Liability		
Lot	Minimum Insurance Coverage	
Lot 1 – Software	\$1,000,000	
Lot 2 – Hardware	\$1,000,000	
Lot 3 – Cloud *	Low Risk	\$2,000,000
	Moderate Risk	\$5,000,000
	High Risk	\$10,000,000
Lot 4 - Implementation	\$1,000,000	
See NYS-S14-002 Information Classification Standard or successor available at <a href="http://www.its.ny.gov/tables/technologypolicyindex.htm">http://www.its.ny.gov/tables/technologypolicyindex.htm</a> for additional information relating to risk categories.		
*For Lot 3 Cloud, Vendors must submit minimum insurance coverage for the level of risk for which they provide Products. For example, if a Contractor submits insurance only for Low Risk, that Contractor would be precluded from responding to an Authorized User RFQ for Moderate or High Risk.		

~~Data Breach and Privacy / Cyber Liability insurance with a limit of not less than minimum insurance coverage noted in Data Breach and Privacy / Cyber Table for Said insurance shall provide coverage for~~ damages arising from, but not limited to the following:

- Breach of Duty To Protect The Security And Confidentiality of Nonpublic Proprietary Corporate Information;
- Personally Identifiable Nonpublic Information (e.g., Medical, Financial, or Personal In Nature In Electronic or Non-Electronic Form;
- Privacy notification costs;
- Regulatory defense and penalties;
- Website media liability; and
- Cyber Theft of customer’s property, including but not limited to money and securities.

**The limits may be provided through a combination of primary and excess liability policies.**

2.3.1 The following forms must be included with Submission response and endorsed to the policy, as applicable: ~~and included with Submission Response~~

- Schedule of Forms and Endorsements, listing the policy contents
- All Forms and Endorsements;
- If the policy does not provide coverage, an Endorsement providing proof that the policy has an Extended Discovery Clause (“tail coverage”) providing coverage for up to three (3) years after work is completed in the event that coverage is cancelled or not renewed; and,
- Waiver of Subrogation Endorsement - If the policy does not include a provision indicating that it will honor a waiver of subrogation included in the primary policy, a Waiver of Subrogation Endorsement must be provided listing “The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation as an Authorized User and their officers, agents, and employees” on the endorsement.-
- ~~If policy does not provide for notice, an Endorsement which provides for 30 days’ prior, written notice of non-renewal, except in the case of non-payment, in which case, notice shall be provided as required by to law to “The New York State Office of General Services, Procurement Services, 38th Floor, Corning Tower, Albany, NY 12242”.~~

2.3.2 Excess Liability

If the limits have been provided through a combination of primary and excess liability policies, the following additional documents must be included with Submission Response:

- Schedule of Underlying Insurance ~~Endorsement~~, listing policy information for all Underlying insurance policies (Insurer, Policy Number, Policy Term, Coverage and Limit of Insurance); ~~and on the endorsement.~~
- If the policy does not provide coverage, an Endorsement providing proof that the policy has an Extended Discovery Clause (“tail coverage”) providing coverage for up to three (3) years after work is completed in the event that coverage is cancelled or not renewed;
- ~~If policy does not provide for notice, an Endorsement which provides for 30 days’ prior, written notice of non-renewal, except in the case of non-payment, in which case, notice shall be provided as required by to law to “The New York State Office of General Services, Procurement Services, 38th Floor, Corning Tower, Albany, NY 12242”.~~

2.4 Technology Errors and Omissions

Contractors are required to maintain during the term of the eContract and as otherwise required herein, Technology Errors and Omissions Insurance. Said insurance shall be maintained in the following limits:

Technology Errors and Omissions Table	
Lot	Minimum Insurance Coverage
Lot 1 – Software	\$1,000,000
Lot 2 – Hardware	\$1,000,000

Technology Errors and Omissions Table		
Lot		Minimum Insurance Coverage
Lot 3 – Cloud *	Low Risk	\$2,000,000
	Moderate Risk	\$5,000,000
	High Risk	\$10,000,000
Lot 4 - Implementation		\$1,000,000
See NYS-S14-002 Information Classification Standard or successor available at <a href="http://www.its.ny.gov/tables/technologypolicyindex.htm">http://www.its.ny.gov/tables/technologypolicyindex.htm</a> for additional information relating to risk categories.		
*For Lot 3 Cloud, Vendors must submit minimum insurance coverage for the level of risk for which they provide Products. For example, if a Contractor submits insurance only for Low Risk, that Contractor would be precluded from responding to an Authorized User RFQ for Moderate or High Risk.		

~~Said insurance shall provide coverage for Technology Errors and Omissions insurance with a limit of not less than minimum insurance coverage noted in Technology Errors and Omissions Table for damages arising from computer related services including but not limited to the following:~~

1. Consulting;
2. Data Processing;
3. Programming;
4. System Integration;
5. Hardware or Software Development;
6. Installation;
7. Distribution or Maintenance;
8. Systems Analysis Or Design;
9. Training;
10. Staffing or Other Support Services; and
11. Manufactured, Distributed, Licensed, Marketed Or Sold, Cloud Computing Services.

~~The policy shall include coverage for third party fidelity including cyber theft, if not provided as part of the Data Breach and Privacy/Cyber Liability Insurance and name The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation as an Authorized User and their officers, agents, and employees as an "Additional Insured".~~

**The limits may be provided through a combination of primary and excess liability policies.**

2.4.1 Policies Written on Claims-Made Basis

If such insurance is written on a claims-made basis, the Vendor and Contractor as a result of this Solicitation shall provide proof that the policy has an Extended Discovery Clause providing coverage for up to three (3) years after work is completed in the event that coverage is cancelled or not renewed.

2.4.2 The following-forms must be included with Submission response and endorsed to the policy, as applicable:

~~The following ISO forms must be endorsed to the policy and included with Submission Response~~

- Schedule of Forms and Endorsements, listing the policy contents;
- All #Forms and Endorsements;
- If the policy does not provide coverage, an Endorsement providing proof that the policy has an Extended Discovery Clause ("tail coverage") providing coverage for up to three (3) years after work is completed in the event that coverage is cancelled or not renewed; and
- Waiver of Subrogation Endorsement - If the policy does not include a provision indicating that it will honor a waiver of subrogation included in the primary policy, a Waiver of Subrogation Endorsement must be provided listing "The People of the State of New York, the New York State Office of General

Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation as an Authorized User and their officers, agents, and employees” on the endorsement.

- ~~If policy does not provide for notice, an Endorsement which provides for 30 days’ prior, written notice of non-renewal, except in the case of non-payment, in which case, notice shall be provided as required by to law to “The New York State Office of General Services, Procurement Services, 38th Floor, Corning Tower, Albany, NY 12242”.~~

2.4.3 Excess Liability

If the limits have been provided through a combination of primary and excess liability policies, the following additional documents must be included with Submission Response:

- Schedule of Underlying Insurance ~~Endorsement~~, listing policy information for all Underlying insurance policies (Insurer, Policy Number, Policy Term, Coverage and Limit of Insurance); ~~and on the endorsement.~~
- If the policy does not provide coverage, an Endorsement providing proof that the policy has an Extended Discovery Clause (“tail coverage”) providing coverage for up to three (3) years after work is completed in the event that coverage is cancelled or not renewed.
- ~~If policy does not provide for notice, an Endorsement which provides for 30 days’ prior, written notice of non-renewal, except in the case of non-payment, in which case, notice shall be provided as required by to law to “The New York State Office of General Services, Procurement Services, 38th Floor, Corning Tower, Albany, NY 12242”.~~

2.5 Crime Insurance

Contractors are required to maintain during the term of the Contract and as otherwise required herein, Crime Insurance. Said insurance shall be maintained in the following limits:

Crime Insurance Table		
Lot	Minimum Insurance Coverage	
Lot 1 – Software	\$2,000,000	
Lot 2 – Hardware	\$2,000,000	
Lot 3 – Cloud *	Low Risk	\$2,000,000
	Moderate Risk	\$5,000,000
	High Risk	\$10,000,000
Lot 4 - Implementation	\$2,000,000	
See NYS-S14-002 Information Classification Standard or successor available at <a href="http://www.its.ny.gov/tables/technologypolicyindex.htm">http://www.its.ny.gov/tables/technologypolicyindex.htm</a> for additional information relating to risk categories.		
*For Lot 3 Cloud, Vendors must submit minimum insurance coverage for the level of risk for which they provide Products. For example, if a Contractor submits insurance only for Low Risk, that Contractor would be precluded from responding to an Authorized User RFQ for Moderate or High Risk.		

Crime Insurance ~~on a “loss sustained form” or “loss discovered form” in an amount not less than required in Crime Insurance Table above,~~ including coverage for:

- Employee Theft;
- Forgery or Alteration;
- Inside the Premises-Theft of Money and Securities;
- Inside the Premises-Robbery or Safe Burglary of Other Property;
- Outside the Premises;
- Computer Fraud and Funds Transfer Coverage;
- Money Orders and Counterfeit Paper Currency; and

- Third Party Fidelity.

In addition to the coverage above:

- The policy must allow for reporting of circumstances or incidents that might give rise to future claims.
- The policy must include an extended reporting period of no less than three (3) years with respect to events which occurred but were not reported during the term of the policy.
- Any warranties required by the Vendor's and Contractor's insurer as a result of this Solicitation must be disclosed and complied with. Said insurance shall extend coverage to include the principals (all directors, officers, agents and employees) of the Vendor and Contractor as a result of this Solicitation.
- The policy shall include coverage for third party fidelity, including cyber theft if not provided as part of Cyber Liability, and name The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation as an Authorized User and their officers, agents, and employees as "Loss Payees" for all Third Party coverage secured.
- ~~The policy shall include coverage for extended theft and mysterious disappearance.~~
- The policy shall not contain a condition requiring an arrest and conviction.

**The limits may be provided through a combination of primary and excess liability policies.**

2.5.1 The following forms must be included with Submission response and endorsed to the policy, as applicable:

- ~~Schedule of Forms and Endorsements, listing the policy contents, and all fForms and eEndorsements if Cyber theft coverage is provided as part of this policy; and~~
- All Forms and Endorsements if Cyber theft coverage is provided as part of this policy;
- ~~Endorsement naming as Loss Payees "The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation as an Authorized User and their officers, agents and employees."; and~~
- Waiver of Subrogation Endorsement - If the policy does not include a provision indicating that it will honor a waiver of subrogation included in the primary policy, a Waiver of Subrogation Endorsement must be provided listing "The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation as an Authorized User and their officers, agents, and employees" on the endorsement.
- ~~If policy does not provide for notice, an Endorsement which provides for 30 days' prior, written notice of non-renewal, except in the case of non-payment, in which case, notice shall be provided as required by to law to "The New York State Office of General Services, Procurement Services, 38th Floor, Corning Tower, Albany, NY 12242".~~

2.5.2 Excess Liability

If the limits have been provided through a combination of primary and excess liability policies, the following additional documents must be included with Submission Response:

- ~~Schedule of Underlying Insurance Endorsement, listing policy information for all Underlying insurance policies (Insurer, Policy Number, Policy Term, Coverage and Limit of Insurance); and on the endorsement.~~
- If the policy does not provide a provision indicating that it will honor a Loss Payee on the primary policy, an endorsement naming as Loss Payees "The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation as an Authorized User and their officers, agents and employees."
- ~~If the policy does not provide coverage, an Endorsement providing proof that the policy has an Extended Discovery Clause ("tail coverage") providing coverage for up to three (3) years after work is completed in the event that coverage is cancelled or not renewed~~
- ~~If policy does not provide for notice, an Endorsement which provides for 30 days' prior, written notice of non-renewal, except in the case of non-payment, in which case, notice shall be provided as required by to law to "The New York State Office of General Services, Procurement Services, 38th Floor, Corning Tower, Albany, NY 12242".~~

### Section 3. Workers' Compensation Insurance and Disability Benefits Requirements

The New York State Workers' Compensation Law (WCL) §57 & §220 requires the heads of all municipal and state entities to ensure that businesses applying for permits, licenses or contracts document it has appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals, whether the governmental agency is having the work done or is simply issuing the permit, license or contract. Failure to provide proof of such coverage or a legal exemption will result in a rejection of your bid or renewal.

Proof of Workers' Compensation and Disability Benefits coverage or proof of an exemption from providing the same shall be provided at the time of bid submission and thereafter upon renewal and/or request, within ~~three-ten~~ (310) days of request to:

The New York State Office of General Services  
Procurement Services  
Corning Tower- 38th Floor  
Empire State Plaza, Albany, NY 12242

#### 3.1 Proof of Compliance with Workers' Compensation Coverage Requirements

An ACORD form (certificate of insurance) is NOT acceptable proof of workers' compensation coverage. In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to workers' compensation coverage, a Vendor/Contractor shall:

- Be legally exempt from obtaining Workers' Compensation insurance coverage; or
- Obtain such coverage from an insurance carrier; or
- Be a Workers' Compensation Board-approved self-insured employer or participate in an authorized self-insurance plan.

Notwithstanding any other requirements of this Section, a Contractor seeking to enter into a contract with the State of New York shall provide one of the following forms to The New York Office of General Services at the time of bid submission:

- Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website ([www.wcb.ny.gov](http://www.wcb.ny.gov)); (Reference applicable Solicitation and Group #s on the form.);
- Certificate of Workers' Compensation Insurance:
  - Form C-105.2 (9/07) if coverage is provided by the Vendor's/Contractor's insurance carrier, the Vendor/Contractor must request that its insurance carrier send this form to OGS, or
  - Form U-26.3 if coverage is provided by the State Insurance Fund, the Vendor/Contractor must request that the State Insurance Fund send this form to OGS;
- Form SI-12, Certificate of Workers' Compensation Self-Insurance available from the New York State Workers' Compensation Board's Self-Insurance Office; or
- Form GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance available from the Vendor's/Contractor's Group Self-Insurance Administrator.

#### 3.2 Proof of Compliance with Disability Benefits Coverage Requirements

In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to disability benefits, a Vendor/Contractor shall:

- Be legally exempt from obtaining disability benefits coverage; or
- Obtain such coverage from an insurance carrier; or
- Be a Board-approved self-insured employer.

Notwithstanding any other requirements of this Section, a Contractor seeking to enter into a contract with the State of New York shall provide one of the following forms to the New York State Office of General Services at the time of bid submission:

- Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website ([www.wcb.ny.gov](http://www.wcb.ny.gov)); (Reference applicable Solicitation and Group #s on the form.);
- Form DB-120.1, Certificate of Disability Benefits Insurance. The Vendor/Contractor must request that its insurance carrier send this form to OGS; or
- Form DB-155, Certificate of Disability Benefits Self-Insurance. The Vendor/Contractor must call the Board's Self-Insurance Office at 518-402-0247 to obtain this form.