Vendor Insurance Requirements

A Vendor shall be required to procure, at their sole cost and expense, and submit within three (3) days of tentative award, all insurance required by this Solicitation. In addition, Vendors shall be required to maintain in force at all times during the term of any Contract resulting from this Solicitation, at their sole cost and expense, all required insurance. All insurance shall be written by companies licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York and which have an A.M. Best Company rating of "A-" Class "VII" or better. If, during the term of a 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 licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York and which is rated at least "A-" Class "VII" or better in the most recently published Best's Insurance Report.

Vendors shall submit within three (3) days of tentative award, evidence of such policies in a form acceptable to OGS (see Section 1 for additional details). Policies must be written in accordance with the requirements of the paragraphs below, as applicable. Acceptance and/or approval by OGS does not, and shall not be construed to relieve Vendors 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. **Coverage Types and Policy Limits**. The types of coverage and policy limits required from Contractors are specified in Section 2 Insurance Requirements.

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. **Certificates of Insurance/Notices**. ***Vendors shall provide a Certificate or Certificates of Insurance and amendatory endorsements, in a form satisfactory to OGS,*** **submitted within three (3) days of tentative award.** ***Certificates of Insurance/Notices shall reference the Solicitation Number 22802.*** Certificates and endorsements must name: The New York State Office of General Services, NYSPro, 38th Floor, Corning Tower, Albany, New York 12242 as the Entity Requesting Proof of Coverage (The Entity being listed as the Certificate Holder). Certificates and endorsements shall be mailed to The New York State Office of General Services, NYSPro, Corning Tower- 38th Floor, Empire State Plaza, Albany, New York 12242.

Policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days' prior, written notice to OGS, except in cases of cancellation for non-payment, in the event of which notice shall be provided as required by law to OGS.
Vendors shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the resulting Contract or Authorized User Agreement (if extended beyond the expiration date of the OGS Contract) period.

Certificates of Insurance shall:

- Be in the form acceptable to OGS (i.e.: an Acord);
- Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this Solicitation or any Contract resulting from this Solicitation;
- Be accompanied by an Additional Insured Endorsement and a Waiver of Subrogation Endorsement as required herein;
- Refer to 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.

Only original documents (Certificates of Insurance, endorsements & other attachments) or electronic forms, which can be directly traced back to the insurance carrier, agent or broker via e-mail distribution or similar means, will be accepted.

3. **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 OGS or any Authorized User for any claim arising from a Contractor's work under any Contract resulting from this Solicitation or an Authorized User Agreement, or as a result of the Contractor's activities. Any other insurance maintained by OGS or any Authorized User shall be excess of and shall not contribute with the resulting Contractor's insurance.

4. Not less than thirty (30) days prior to any expiration date or renewal date, Vendors of resulting Contracts shall supply OGS with updated replacement Certificates of Insurance, and amendatory endorsements. If, during the term of this Contract, 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 or Authorized User Agreement 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. Any delay, time lost, or additional cost incurred as a result of the Contractor not having insurance required by this Solicitation, any Contract resulting from this Solicitation, or an Authorized User Agreement, or not providing proof of the same in a form acceptable to OGS, shall not give rise to a delay claim or any other claim against OGS or an Authorized User. Should a Contractor fail to provide or maintain any insurance required by this Solicitation, any Contract resulting from this Solicitation or an Authorized User Agreement, or proof thereof is not provided, OGS or an Authorized User may withhold further contract payments, treat such failure as a breach or default of the Contract or an Authorized User Agreement. 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, 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, 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.

5. **Self-Insured Retention/Deductibles**. Certificates of Insurance must indicate deductibles or self-insured retentions above $100,000 which are subject to approval from OGS, which shall not be unreasonably withheld, conditioned or delayed. Contractors shall be solely responsible for all claim expenses and loss payments within the deductible or self-insured retention.

6. **Subcontractors.** Should a Contractor engage a Subcontractor, the Contractor shall require all Subcontractors, prior to commencement of work by the Subcontractor, to secure and keep in force during the term of any Contract or Authorized User Agreement resulting from this Solicitation, the insurance requirements of this document, as applicable. Proof thereof shall be supplied to OGS as required by this Section.

As applicable, insurance required by this Solicitation, or 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 (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number CG 20 26 11 85 or the equivalent). Specifically, the additional insured requirement does not apply to Workers' Compensation or Disability coverage.

Section 2. Insurance Requirements

Contractors shall obtain and maintain in full force and effect, at their sole cost and expense, the following insurance with limits not less than those described below, or as required by law, whichever is greater (***limits may be provided through a combination of primary and umbrella/excess policies***):

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 ISO occurrence form CG 00 01 01 96, or a substitute form providing equivalent coverages and shall cover

liability arising from 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.

Policy shall include bodily injury, property damage and broad form contractual liability 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

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;
- 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.

Waiver of Subrogation. Contractor shall cause to be included in the above referenced policy insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against OGS. A Waiver of Subrogation Endorsement shall be provided at the time of bid submission and thereafter, within three (3) days of request.

The following ISO forms must be endorsed to the policy:

- CG 00 01 01 96 or an equivalent Commercial General Liability Coverage Form;
- CG 20 10 11 85 or an equivalent- Additional Insured-Owner, Lessees or Contractors (Form B); and
- Waiver of Subrogation Endorsement.

Limits may be provided through a combination of primary and umbrella/excess liability policies.

Comprehensive Business Automobile Liability Insurance covering liability arising out of any automobile 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. The limits may be provided through a combination of primary and umbrella liability policies.

Waiver of Subrogation. Contractor shall cause to be included in each of the above referenced policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against OGS. A Waiver of Subrogation Endorsement shall be provided at the time of bid submission and thereafter, within three (3) days of request.

The following ISO forms must be endorsed to the policy:

- CG 20 10 11 85 or an equivalent- Additional Insured-Owner, Lessees or Contractors (Form B); and

- Waiver of Subrogation Endorsement.

Section 3. Workers' Compensation Insurance and Disability Benefits Requirements

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 that they have 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 a bid or renewal. A Vendor may not be awarded a Contract unless proof of workers' compensation and disability insurance is provided to OGS.

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:

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

   A Vendor seeking to enter into a Contract with the State of New York shall provide one of the following forms to OGS at the time of Vendor Submission, and thereafter, within three (3) days of request:

   A. 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); (Reference applicable RFP and Group #s on the form.);
   B. Certificate of Workers' Compensation Insurance:
      1) 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
      2) 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;
   C. Form SI-12, Certificate of Workers' Compensation Self-Insurance available from the New York State Workers' Compensation Board's Self-Insurance Office; or
   D. Form GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance available from the Vendor's/Contractor's Group Self-Insurance Administrator.

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:

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

   A Vendor seeking to enter into a Contract with the State of New York shall provide one of the following forms to OGS at the time of bid submission and thereafter, within three (3) days of request:

   A. 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); (Reference applicable RFP and Group #s on the form.);
   B. Form DB-120.1, Certificate of Disability Benefits Insurance. The Bidder/Contractor must request that its insurance carrier send this form to OGS; or

C. 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.

Proof of Workers' Compensation and Disability Benefits coverage or proof of an exemption from providing the same shall be submitted to The New York State Office of General Services, New York State Procurement, Corning Tower-38th Floor, Empire State Plaza, Albany, NY 12242.