Attachment 3
Contractor's Insurance Requirements

The prospective awardee shall be required to procure, at its sole cost and expense, all insurance required by this Section and, unless otherwise required by this Section, provide proof of the same within twenty (20) business days of tentative award and before commencing any work under any Contract resulting from this solicitation. 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 Section within three (3) business days of request.
The prospective awardee/Contractor shall deliver to OGS evidence of the insurance required by this Section in a form acceptable to OGS. Insurance 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 the prospective awardee/Contractor of any obligations, responsibilities or liabilities under this solicitation or any Contract resulting from this solicitation.

General Conditions

A. **Conditions Applicable to Insurance** All policies of insurance required by this solicitation and 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 the prospective awardee/Contractor are specified in Paragraph B Insurance Requirements below.

2. ***Policy Forms***. Except as may be otherwise specifically provided herein or agreed in writing by OGS, policies must be written on an occurrence basis.

3. ***Certificates of Insurance/Notices.*** The prospective awardee/Contractor shall provide a Certificate or Certificates of Insurance and required amendatory endorsements, in a form satisfactory to OGS, within twenty (20) business days of tentative award and before commencing any work under any Contract resulting from this solicitation and, thereafter, within three (3) business days of request. Certificates shall reference the solicitation and/or Contract Number. 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.

   Unless otherwise agreed, 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 except for non-payment, in which case, notice shall be provided as required by law to OGS. The prospective awardee/Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

   Certificates of Insurance shall:
   a. Be in the form approved by OGS (ie: an Acord);
   b. 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;

c. Specify the Additional Insureds and Named Insured as required herein;
d. 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
e. Be signed by an authorized representative of the insurance carrier or producer.

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

4. ***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, 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, 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.

5. ***Policy Renewal/Expiration***. At least thirty (30) days prior to the expiration of any policy required by this solicitation or any Contract resulting from this solicitation, evidence of renewal or replacement policies of insurance with terms no less favorable than the expiring policies shall be delivered to OGS in the manner required for service of notice in Paragraph A.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 solcitation, 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, 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.

6. ***Self-Insured Retention/Deductibles***. Certificates of Insurance must indicate the applicable deductible/self insured retention on each policy. Deductibles or self-insured retentions above $100,000 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 deductible or self-insured retention.

7. ***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 on the Subcontractor, as applicable. Proof thereof shall be supplied to OGS in accordance with the requirements of 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 26 11 85 or the equivalent. Such coverage shall be extended to afford Additional Insured status to those entities during the Products/Completed Operations term. Additional Insured Endorsements shall be provided within twenty (20) business days of tentative award and before commencing any work under any Contract resulting from this solicitation and, thereafter, within three (3) business days of request to OGS, NYSPro, Corning Tower-38th Floor, Empire State Plaza, Albany, NY 12242. The additional insured requirement does not apply to Workers' Compensation and Disability coverage.

B. 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 (limits may be provided through a combination of primary and umbrella/excess policies):

a) 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 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.

1. Policy shall include bodily injury, property damage and broad form contractual liability coverage.
2. General Aggregate $2,000,000
3. Products – Completed Operations $2,000,000
4. Personal and Advertising Injury $1,000,000
5. Each Occurrence $2,000,000
6. Damage to Rented Premises $50,000
7. Medical Expense $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 a contract;
- defense and/or indemnification obligations, including obligations assumed under this solicitation or any Contract resulting from this solicitation;
- cross liability for additional insureds;
- products/completed operations for a term of no less than 3 years, commencing upon acceptance of the work, as required by this solicitation or any Contract resulting from this solicitation;
- explosion, collapse, and underground hazards; and
- contractor means and methods.

The following ISO forms must be endorsed to the policy:

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

b) 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. For the coverages required above, the prospective awardee/Contractor shall cause to be included in each of its policies a waiver of the insurer's right to recovery or subrogation against the People of the State of New York, its officers, agents, and employees, the New York State Office of General Services and any Authorized User of any Contract resulting from this solicitation, Waiver of Subrogation Endorsements shall be provided within twenty (20) business days of tentative award and before commencing any work under any Contract resulting from this solicitation and, thereafter, within three (3) business days of request to OGS, NYSPro, Corning Tower- 38th Floor, Empire State Plaza, Albany, NY 12242.

C. 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.

1. **Proof of Compliance with Workers' Compensation Coverage Requirements:**
An ACORD form is NOT acceptable proof of workers' compensation coverage. In order to provide proof of compliance with the requirements of the New York State Workers' Compensation Law pertaining to workers' compensation coverage, a 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.

   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:
   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 IFB/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 Contractor's insurance carrier, the Contractor must request its carrier to send this form to the New York State Office of General Services, or
      2) **Form U-26.3** if coverage is provided by the State Insurance Fund, the Contractor must request that the State Insurance Fund send this form to the New York State Office of General Services.
   C) **Form SI-12**, Certificate of Workers' Compensation Self-Insurance available from the New York State Workers' Compensation Board's Self-Insurance Office.
   D) **Form GSI-105.2**, Certificate of Participation in Workers' Compensation Group Self-Insurance available from the 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 New York State Workers' Compensation Law pertaining to disability benefits, a 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.

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:

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 IFB/RFP and Group #s on the form.)

B) **Form DB-120.1,** Certificate of Disability Benefits Insurance. Contractor must request its business insurance carrier to send this form to the New York State Office of General Services; or

C) **Form DB-155**, Certificate of Disability Benefits Self-Insurance. The contractor must call the Board's Self-Insurance Office at 518-402-0247 to obtain this form.

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