**Bidders Bidding Lot 2 Must complete, sign, have notarized, and include with its Bid Proposal this Attestation Form for Project Specific Insurance Requirements. Please return the full form (pages 1-4).**

The following insurance coverages are not required at time of Bid. However, Authorized Users Must require the Contractor (or, Subcontractor(s)) to obtain and maintain the following insurance coverages based on the Authorized User’s particular scope of Work. Contractor Must provide to BOTH the Authorized User and OGS the applicable proof of Insurance Coverages.

1. **Data Breach and Privacy/Cyber Liability Insurance Limits for Moderate Risk Data and High Risk Data:**

As specified in Attachment 16-*How to Use*, Authorized Users Must perform a Data Categorization for all Integration, Maintenance, and Cloud Offerings prior to entering into an Authorized User Agreement. Please review the following:

<https://its.ny.gov/sites/default/files/documents/nys-s14-002_information_classification_0.pdf>

[http://www.its.ny.gov/tables/technologypolicyindex.htm](http://www.its.ny.gov/tables/technologypolicyindex.htm%20)

Based on the Data Categorization, where the Authorized User determines that Data is either Moderate Risk Data or High Risk Data, the Authorized Users Must verify that the contractor obtains and maintains the applicable Data Breach and Privacy/Cyber Liability Insurance Limits for Moderate Risk Data or High Risk Data prior to entering into an Authorized User Agreement. Limits for Moderate Risk Data and High Risk Data are as follows:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Risk Level** |  | **Limit, Each Occurrence and in the aggregate** |
| Lot 2 | Low Risk |  | $2,000,000.00 |
| Moderate Risk |  | $5,000,000.00 |
| High Risk |  | $10,000,000.00 |

The aforementioned Data Breach and Privacy/Cyber Liability Insurance Must provide coverage for damages arising from, but not limited to the following:

1. Media Liability, including coverage for Advertising & Personal Injury, and Infringement of Intellectual property other than Patents,
2. Network Security: including coverage for Unauthorized Access, Transmission of Virus or Malicious Code, Theft/Destruction of Data, Cyber Extortion, Business Interruption,
3. Privacy, including coverage for data exposed by First and/or Third parties by way of hacking activities, lost or stolen devices, Rogue Employees, or physical records,
4. Breach of duty to protect the security and confidentiality of nonpublic proprietary corporate information;
5. Personally identifiable nonpublic information (e.g., medical, financial, or personal in nature in electronic or non-electronic form),
6. Privacy notification costs,
7. Regulatory defense and penalties, and
8. Cyber theft of customer’s property, including but not limited to money and securities.

If the policy is written on a claims made basis, Contractor Must submit to OGS an Endorsement providing proof that the policy provides the option to purchase an Extended Reporting Period (“tail coverage”) providing coverage for no less than one (1) year after work is completed in the event that coverage is cancelled or not renewed. This requirement applies to both primary and excess liability policies, as applicable. **Notes on the ACORD certificate, an email/letter from the insurance broker, insurance carrier/agent, contractor, or subcontractor will not be accepted as proof of the extended reporting period endorsement.**

**If Data Breach and Cyber/Privacy Liability Insurance coverage is included under a Commercial General Liability Policy, Professional Liability/Errors & Omissions Policy, Technology Professional Liability/Technology Errors & Omissions Insurance Policy, or Umbrella Policy, this Must be evidenced by a copy of the Policy Documents/applicable Endorsements provided to the Authorized User.**

1. **For Bidders/Contractors performing (either directly or via a subcontractor(s) performing Onsite Installation classified as Public Work by NYS DOL: Builder’s Risk/Installation Floater:**

The Contractor or Subcontractor Must provide either a Builder’s Risk Insurance policy or an Installation Floater covering all risks in completed value form. Such policy Must cover the total value of the Work performed in accordance with the Authorized User Agreement, as well as the value of any Products, equipment, supplies and/or material to be Installed in the project (as per the Authorized User Agreement) that may be in storage (on or off the Site) or in transit. The policy Must cover the cost of removing debris, including demolition as May be legally necessary by the operation of any law, ordinance or regulation, and property of the State held in their care, custody and/or control. Such policy Must name as an insured or as an additional named insured: The People of the State of New York, the New York State Office of General Services, the Contractor, any subcontractor and the Authorized User issuing the Authorized User Agreement.

The Builder’s Risk or Installation Floater policy Must contain endorsements that provide

for the following:

1. In the event the loss occurs at an occupied facility, the policy Must permit occupancy without the consent of the insurance company; and
2. In the event that the insurance policy has been issued by a mutual insurance company, the following language Must be included: the “(Authorized User) is not liable for any premium or assessment under this policy of insurance. The First Named Insured is solely liable therefore.”
3. **Pollution Legal Liability Insurance:**

If the Work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any pollutants, which includes but are not limited to, petroleum, petroleum product, hazardous material or substance including asbestos, lead, fungus and those as defined by applicable State and federal laws and regulations, the Contractor Must procure, or otherwise obtain through an approved Subcontractor, and maintain in full force and effect throughout the term of the Contract, and for **two years** after completion hereof, pollution legal liability insurance **with limits of not less than $5,000,000.00 providing coverage for bodily injury and property damage**, including loss of use of damaged property or of property that has not been physically injured. Such policy Must provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the Authorized User arising from Contractor’s Work. The State of New York and the Authorized User Must be named as additional insured and coverage Must be primary.

This requirement applies to mold as well, if excluded in the commercial general liability policy. If automobiles are to be used for transporting hazardous materials, the Contractor Must provide pollution liability broadened coverage for covered autos (endorsement CA 99 48 03 06 or CA 00 12 03 06) as well as proof of MCS 90.

**If Pollution Legal Liability Insurance coverage is included under a Commercial General Liability Policy, this Shall be evidenced by a copy of the Policy Documents/applicable Endorsements provided to the authorized user.**

1. If applicable, the Professional Must provide coverage of the Professional’s negligent act, error or omission in rendering or failing to render professional services required by this Contract arising out of specifications, Installation, modification, abatement, replacement or approval of products, materials or processes containing pollutants, and the failure to advise of or detect the existence or the proportions of pollutants.
2. **Railroad Protective Liability**

When the Work involves construction or demolition within 50 feet of rail stations, yards, tracks, or other railroad property, the exclusion for work done within 50 feet of railroad property (the ―Railroad exclusion) Must be deleted.

1. **Construction Management Professional Liability**:

Where Contractor is offering a Design Build Solution as per an Authorized User Agreement, the Contractor Must obtain and maintain Construction Managers (Contractor’s) Professional Liability Insurance

Final determination for the acceptance of this Attestation form Shall be solely with OGS Procurement Services.

All proof of coverage and other required documentation Must be submitted to:

The New York State Office of General Services

Procurement Services

Corning Tower-38th Floor

Empire State Plaza

Albany, NY 12242

By completing, signing and notarizing this form, We, the undersigned organization below, certify and agree that in the event that we commence performance of any Service/Work tasks, duties or assignments or provide Products which require any of the additional project specific insurance requirements as set forth in this document, that we Shall obtain and maintain such insurance coverage(s) in the amount and time frame outlined in this document.

The undersigned organization understands that a failure to provide or maintain any insurance required as part of the Solicitation or any Contract resulting from that Solicitation after the undersigned commences performance of any project requiring any of the additional project specific insurance requirements Shall be treated as a breach or default under that Contract and the undersigned organization Shall still be held accountable for any obligations, responsibilities, or liabilities under the Solicitation or any Contract resulting from the Solicitation.

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Name of Person signing Title of Person signing

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

Notary: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_