

The Bidder Shall be required to procure, at its sole cost and expense, all insurance required by this Attachment.

The Bidder Shall be required to provide proof of compliance with the requirements of this Attachment, as follows:

1. Proof of all Workers Compensation, Disability Benefits, and Insurance required in Section 2 Specific Insurance Requirements, Shall be provided at the time of Bid submission;
2. After award, the Contractor Shall be required to provide proof of all insurance after renewal (of the insurance policy(s)) or upon request per the timeline set forth in Section 1.13 below.

Bidders/Contractors Shall be required to procure, at their sole cost and expense, and Shall maintain in force at all times during the term of any Contract resulting from this Solicitation, policies of insurance as required by this Attachment. All insurance required by this Attachment shall be Written by companies that have an A.M. Best Company rating of “A-,” Class “VII” or better. In addition, companies Writing insurance intended to comply with the requirements of this Attachment should be licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York. OGS may, in its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other documents demonstrating the company’s strong financial rating. If, during the term of a policy, the carrier’s A.M. Best rating falls below “A-,” Class “VII,” the insurance Must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above.

Bidders and Contractors Shall deliver to OGS evidence of the insurance required by this Solicitation and any Contract resulting from this Solicitation in a form satisfactory to OGS. Policies Must be written in accordance with the requirements of the paragraphs below, as applicable. While acceptance of insurance documentation Shall not be unreasonably withheld, conditioned or delayed, acceptance and/or approval by OGS does not, and Shall not be construed to, relieve Bidders or Contractors of any obligations, responsibilities or liabilities under this Solicitation or any Contract resulting from this Solicitation.

The Contractor shall not take any action or omit to take any action that would suspend or invalidate any of the required coverages during the term of any Contract resulting from this Solicitation.

1. GENERAL CONDITIONS APPLICABLE TO INSURANCE

All policies of insurance required by this Solicitation or any Contract resulting from this Solicitation Shall comply with the following requirements:

1. **Coverage Types and Policy Limits.** The types of coverage and policy limits required from Bidders and Contractors are specified in *Section II. Specific Insurance Requirements (Coverage Level and Scope of Coverage)* of this Attachment.
2. **Policy Forms.** Except as otherwise specifically provided herein, or agreed to in any Contract resulting from this Solicitation, all policies of insurance required by this Attachment Shall be Written on an occurrence basis. In the event that occurrence-based coverage is not commercially available, claims-made policy forms will be considered provided that, at minimum, it includes provisions that allow for (a) reporting circumstances or incidents that may give rise to future claims and (b) an

extended reporting period of not less than three years with respect to events that occurred but were not reported during the term of the policy. Insurance policies that remove or restrict blanket contractual liability located in the “insured contract” definition (as stated in Section V, Number 9, Item f in the ISO CGL policy) or that remove or modify the “insured contract” exception to the employers liability exclusion so as to limit coverage for claims that arise out of contract work, or that do not cover the additional insured for claims involving injury to employees of the named insured or subcontractors, are not acceptable.

3. **Certificates of Insurance/Notices.** Bidders and Contractors shall provide OGS with a Certificate or Certificates of Insurance, in a form satisfactory to OGS as detailed below, and pursuant to the timelines set forth in Section B below. Certificates shall name The New York State Office of General Services, Bureau of Risk and Insurance Management (BRIM), 32nd Floor, Corning Tower, Empire State Plaza, Albany, New York 12242 as the certificate holder.

Certificates of Insurance Shall:

- Be in the form acceptable to OGS and in accordance with the New York State Insurance Law (e.g., an ACORD certificate);
- 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 signed by an authorized representative of the referenced insurance carriers; and
- Contain the following language in the Description of Operations / Locations / Vehicles section of the Certificate or on a submitted endorsement: Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds.

Only original documents (certificates of insurance and any endorsements, other attachments, or actual Policy Documents in either hardcopy or electronic version) that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted. Please Note: email statements or letters on corporate letterhead are not acceptable in lieu of providing original documents.

Contractors should refrain from submitting entire insurance policies, unless specifically requested by OGS either in this document or expressly by OGS. If an entire insurance policy is submitted but not requested, OGS shall not be obligated to review and shall not be chargeable with knowledge of its contents. In addition, submission of an entire insurance policy not requested by OGS does not constitute proof of compliance with the insurance requirements and does not discharge Contractors from submitting the requested insurance documentation.

4. **Primary Coverage.** All liability insurance policies Shall provide that the required coverage Shall be primary and non-contributory to other insurance 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 and their officers, agents, and employees. 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 and their officers, agents, and employees shall be excess of and shall not contribute with the Bidder/Contractor’s insurance.
5. **Breach for Lack of Proof of Coverage.** The failure to comply with the requirements of this Attachment at any time during the term of any Contract resulting from this Solicitation Shall be considered a breach of the terms of any Contract resulting from this Solicitation and Shall allow 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 and their officers, agents, and employees to avail themselves of all remedies available under any Contract resulting from this Solicitation, at law or in equity.

6. **Self-Insured Retention/Deductibles.** Certificates of Insurance Must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 are subject to approval from OGS. Such approval Shall not be unreasonably withheld, conditioned or delayed. Bidders and Contractors shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the Bidder/Contractor is providing the required insurance through self-insurance, evidence of the 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 upon request.
7. **Subcontractors.** Prior to the commencement of any work by a Subcontractor, the Contractor Shall require such Subcontractor to procure policies of insurance as required by this Attachment and maintain the same in force during the term of any work performed by that Subcontractor. An Additional Insured Endorsement CG 20 38 04 13 (or the equivalent) evidencing such coverage Shall be provided to the Contractor prior to the commencement of any work by a Subcontractor and pursuant to the timelines set forth in Section 1.13 below, as applicable, and Shall be provided to OGS upon request. For Subcontractors that are self-insured, the Subcontractor Shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Subcontractor would have been required to pursuant to this section had the Subcontractor obtained such insurance policies.
8. **Waiver of Subrogation.**
For all liability policies and the workers' compensation insurance required below, the Bidder/Contractor shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty 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 and their officers, agents, and employees, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if the Contractor waives or has waived before the casualty, the right of recovery 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 and their officers, agents, and employees or (ii) any other form of permission for the release of 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 and their officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.
9. **Additional Insured.**
The Contractor Shall cause to be included in each of the liability policies required below coverage for on-going and completed operations naming as additional insureds (via ISO coverage forms CG 20 10 04 13 or CG 20 38 04 13 and CG 20 37 04 13 and form CA 20 48 10 13, or a form or forms that provide equivalent coverage): 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 and their officers, agents, and employees. An Additional Insured Endorsement evidencing such coverage Shall be provided to OGS pursuant to the timelines set forth in Section 1.13 below. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For Contractors who are self-insured, the Contractor shall be obligated to defend and

indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Contractor would have been required to pursuant to this Attachment had the Contractor obtained such insurance policies.

10. **Excess/Umbrella Liability Policies.** Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form must be provided upon request.
11. **Notice of Cancellation or Non-Renewal.** Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, the Contractor shall provide OGS with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Solicitation and any Contract resulting from this Solicitation.
12. **Policy Renewal/Expiration.** Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in this Solicitation and any Contract resulting from this Solicitation shall be delivered to OGS. 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.
13. **Deadlines for Providing Insurance Documents after Renewal or Upon Request.** As set forth herein, certain insurance documents Must be provided to the OGS BRIM contact identified in the Contract Award Notice after renewal (of the insurance policy(s) or upon request). This requirement means that the Contractor shall provide the applicable insurance document to OGS as soon as possible but in no event later than the following time periods:
 - a. For certificates of insurance: 5 business days
 - b. For information on self-insurance or self-retention programs: 15 calendar days
 - c. For other requested documentation evidencing coverage: 15 calendar days
 - d. For Additional Insured Endorsements (including, but not limited to Blanket Additional Insured Endorsements): 30 calendar days
 - e. (If applicable) For schedules of underlying insurance for excess/umbrella policies: 30 calendar days

Notwithstanding the foregoing, if the Contractor Shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to OGS, OGS Shall extend the time period for a reasonable period under the circumstances, but in no event shall the extension exceed 30 calendar days.

2. Specific Insurance Requirements (Coverage Level and Scope of Coverage)

Bidders and Contractors Shall obtain and maintain in full force and effect, throughout the term of any Contract resulting from this Solicitation, at their own expense, the following insurance with limits not

less than those described below and as required by the terms of any Contract resulting from this Solicitation, or as required by law, whichever is greater:

Insurance Type		Proof of Coverage is Due
Commercial General Liability	Not less than \$2,000,000.00 each occurrence	With the Original Bid Proposal and, after award of contract, in accordance with the timeframes outlined in Sec. 1.13 of this document.
General Aggregate	\$2,000,000.00	
Products – Completed Operations Aggregate	\$2,000,000.00	
Personal and Advertising Injury	\$1,000,000.00	
Medical Expenses Limit	\$5,000.00	
Business Automobile Liability Insurance	Not less than \$2,000,000.00 each occurrence	
Technology/Professional Errors & Omissions Liability Coverage*	Not less than \$2,000,000.00 each occurrence and in the aggregate	
Data Breach Privacy/Cyber Liability Insurance*	Not less than \$2,000,000.00 each occurrence and in the aggregate	
Workers' Compensation		
Disability Benefits		

*For Lot 2 Only

1. Commercial General Liability Insurance with a limit of not less than \$2,000,000.00 each occurrence and in the aggregate:

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:

- a. premises operations,
- b. independent contractors,
- c. products-completed operations,
- d. broad form property damage,
- e. personal & advertising injury,
- f. cross liability coverage,
- g. liability assumed in a contract (including the tort liability of another assumed in a contract)
- h. and explosion, collapse & underground coverage.

Policy Shall include bodily injury, property damage and broad form contractual liability coverage.

1. General Aggregate - \$2,000,000.00
2. Products – Completed Operations Aggregate - \$2,000,000.00
3. Personal and Advertising Injury - \$1,000,000.00
4. Medical Expense - \$5,000.00

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

1. Premises liability;
2. Independent contractors;
3. Blanket contractual liability, including tort liability of another assumed in a contract;

4. Defense and/or indemnification obligations, including obligations assumed under this contract;
5. Cross liability for additional insureds;
6. Products/completed operations for a term of no less than three (3) years, commencing upon Acceptance of the work/product/system/solution, as required by the Contract;
7. Explosion, collapse and underground hazards; and
8. Contractor means and methods.

Limits May be provided through a combination of primary and umbrella/excess liability policies. The Commercial General Liability Aggregate Limit shall be endorsement to apply separately on a per-location basis (or, if provided, a per project basis), provided however, that for installation and integration as defined in Attachment 15- Glossary of Terms, Authorized Users reserve the right to require a per-project aggregate limit as part of the Authorized User Agreement.

2. **Comprehensive Business Automobile Liability Insurance with a limit of not less than \$2,000,000.00 each accident:**

Such insurance Shall cover liability arising out of any automobile used in connection with performance under 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 dollars and Shall be accompanied with the separate additional insured and waiver of subrogation endorsement forms. The limits may be provided through a combination of primary and umbrella/excess liability policies. If the Contract involves the removal of hazardous waste from the project site or otherwise transporting hazardous materials, pollution liability coverage for covered autos Shall be provided by form CA 99 48 03 06 or CA 00 12 03 06 and the Motor Carrier Act Endorsement (MCS90) shall be attached.

In the event that the Contractor does not own, lease or hire any automobiles used in connection with performance under any Contract resulting from this Solicitation, the Contractor does not need to obtain Business Automobile Liability Insurance, but must attest to the fact that the Contractor does not own, lease or hire any automobiles used in connection with performance under any Contract resulting from this Solicitation on a form provided by OGS. If, however, during the term of the Contract, the Contractor acquires, leases or hires any automobiles that will be used in connection with performance under any Contract resulting from this Solicitation, the Contractor Must obtain Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage to OGS in accordance with the insurance requirements of any Contract resulting from this Solicitation. This Attestation WILL NOT be accepted from any Bidder Bidding/Contractor awarded either Lot 2 with either:

- A. A Physical presence (e.g. office/branch locations, employees, etc.) in New York State, or
- B. Subcontractors within New York State.

In the event that the Contractor does not own or lease any automobiles used in connection with performance under any Contract resulting from this Solicitation, but the Contractor does hire and/or utilize non-owned automobiles in connection with performance under any Contract resulting from this Solicitation, the Contractor Must:

- (i) Obtain Business Automobile Liability Insurance as required by this Solicitation or any Contract resulting from this Solicitation, except that such insurance may be limited to liability arising out of hired and/or non-owned automobiles, as applicable; and
- (ii) Attest to the fact that the Contractor does not own or lease any automobiles used in connection with performance under any Contract resulting from this Solicitation, on a form provided by

OGS. *This Attestation WILL NOT be accepted from any bidder bidding/contractor awarded Lot 2 with a physical presence (e.g. office/branch locations, employees, etc.) in New York State.*

If, however, during the term of any Contract resulting from this Solicitation, the Contractor acquires or leases any automobiles that will be used in connection with performance under any Contract resulting from this Solicitation, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this Attachment and provide proof of such coverage to OGS in accordance with the insurance requirements of any Contract resulting from this Solicitation.

Final determination for the acceptance of one of the aforementioned Attestations regarding Comprehensive Business Automobile Liability Insurance shall be solely with OGS Procurement Services.

3. For Bidders Bidding/Contractors awarded Lot 2, Data Breach and Privacy/Cyber Liability Insurance with a limit of not less than \$2,000,000.00 each occurrence and in the aggregate:

At the time of bid, Bidders/Contractors are required to obtain and maintain during the term of this Contract and as otherwise required herein, Data Breach and Privacy/Cyber Liability Insurance with limits of not less than \$2,000,000.00 each occurrence and in the aggregate, 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.

NOTE:

Authorized Users Must conduct a Data Categorization to determine the Data risk level for each System and Solution, Integration, or Maintenance project. Where the Authorized User Categorizes the Data as Medium Risk Data or High Risk Data, the Authorized User Shall require the Contractor to obtain and maintain the following Data Breach Privacy/Cyber Liability Insurance (see below):

Data Category	Limit	Proof of Coverage is Due
Low Risk Data	\$2,000,000.00 each occurrence and in the aggregate	With the Original Bid Proposal
Medium Risk Data	\$5,000,000.00 each occurrence and in the aggregate	Prior to the Execution of an Authorized User Agreement
High Risk Data	\$10,000,000.00 each occurrence and in the aggregate	Prior to the Execution of an Authorized User Agreement

Contractor Must provide proof of such coverage to the Authorized user and the Authorized User Must verify the Contractor obtains and maintains the applicable Data Breach and Privacy/Cyber Liability Insurance Limits for Medium Risk and High Risk Data prior to entering into an Authorized User Agreement, if necessary. Please see Attachment 5 Project-Specific Insurance Coverage Requirements and Attestation for additional information.

See NYS-S14-002 Information Classification Standard or successor available at <http://www.its.ny.gov/tables/technologypolicyindex.htm> for additional information relating to risk categories.

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

- A. Media Liability, including coverage for Advertising & Personal Injury, and Infringement of Intellectual property other than Patents,

- B. Network Security: including coverage for Unauthorized Access, Transmission of Virus or Malicious Code, Theft/Destruction of Data, Cyber Extortion, Business Interruption,
- C. 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,
- D. Breach of duty to protect the security and confidentiality of nonpublic proprietary corporate information;
- E. Personally identifiable nonpublic information (e.g. medical, financial, or personal in nature in electronic or non-electronic form),
- F. Privacy notification costs
- G. Regulatory defense and penalties, and
- H. 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, or Technology Professional Liability/Technology Errors & Omissions Insurance, this Shall be evidenced by a copy of the Policy Documents/applicable Endorsements provided to the Authorized User.

4. For Bidders Bidding/Contractors awarded LOT 2, Technology/Professional Errors and Omissions Liability insurance with a limit not less than \$2,000,000.00 each occurrence and in the aggregate:

- A. Bidder/Contractor Shall obtain and maintain Technology Professional Liability/Technology Errors and Omissions in the amount of not less than \$2,000,000.00 for damages arising from computer related Services including, but not limited to, the following:
 - i. Consulting,
 - ii. data processing,
 - iii. Programming,
 - iv. System integration,
 - v. Software development,
 - vi. Installation,
 - vii. distribution or Maintenance,
 - viii. Systems analysis or design,
 - ix. training,
 - x. other support services,
 - xi. any electronic Equipment,
 - xii. computer hardware or Software developed, Manufactured, distributed, licensed, marketed or sold, and
 - xiii. Manufactured, distributed, licensed, marketed, or sold Cloud Offerings.

If the policy is written on a claims-made basis, the Contractor Must provide to OGS proof that the policy includes 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.

Written proof of this extended reporting period (“Three year Tail Endorsement”) Must be provided to OGS in writing by way of Policy Documentation or Policy Endorsement. **Notes on the ACORD certificate, an email/letter from the insurance broker, insurance carrier/agent, or Contractor will not be accepted as proof of the extended reporting period endorsement.**

- B. If providing, non-technology but other professional occupation Job Titles, including, but not limited to Professional Design Services, the Contractor shall maintain Professional Liability insurance.
- i. Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services.

If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the start of work; and that continuous coverage will be maintained, or an extended discovery period exercised, throughout the performance of the services and for a period of not less than three years from the time work under any Contract resulting from this Solicitation is completed. Written proof of this extended reporting period must be provided to OGS upon request. **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.**

- ii. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of any Contract resulting from this Solicitation.
- iii. **To fulfill these requirements, Contractors May utilize proposed Subcontractors which possess the required Professional/Errors and Omissions Insurance. All documentation required to fulfill the above requirements are still required from the proposed Subcontractor.**

- C. Construction Manager Professional Liability:

Bidder/Contractor utilizing Subcontractors as indicated by:

- i. Has selected any Subcontractor Category in their Attachment 1 – *NYS Net Pricing Pages* which is for Work covered by Article 8 of the NYS Labor Law, or
- ii. By submitting MWBE or SDVOB Utilization Plans which include Subcontractors who will be performing work covered under Article 8 of the NYS Labor Law

Shall obtain and maintain Construction Managers Professional Liability Insurance

- D. **If either Technology/Professional Liability Errors and Omissions Liability insurance coverage is included under a Commercial General Liability Policy, the Contractor or Subcontractor Shall provide the policy documents/endorsements which demonstrates that Technology Professional Liability/Technology Errors and Omissions Liability coverage is part of the Commercial General Liability policy.**
- E. **Where the Contractor or Subcontractor has a policy which includes both Professional Liability/Errors & Omissions and Technology Professional Liability/Technology Errors & Omissions Insurance coverages, the Contractor or Subcontractor Shall provide the policy documents/endorsements which demonstrates that the Technology Professional Liability/Technology Errors & Omissions meets the coverage requirements of the Professional Liability/Errors & Omissions insurance for this Contract.**

5. Workers Compensation, Employers Liability, and Disability Benefits as required by New York State Law:

- A. Sections 57 and 220 of the New York State Workers' Compensation Law require the heads of all municipal and state entities to ensure that businesses applying for contracts have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals. **Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of a Bid or any Contract renewal. A Bidder will not be awarded a Contract unless proof of workers' compensation and disability insurance is provided to OGS.** Proof of workers' compensation and disability benefits coverage, or proof of exemption must be submitted to OGS at the time of Bid submission, policy renewal, contract renewal and upon request. Proof of compliance must be submitted on one of the following forms designated by the New York State Workers' Compensation Board. **An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.**

The failure to comply with the requirements of this Attachment at any time during the term of any Contract resulting from this Solicitation shall be considered a breach of the terms of any Contract resulting from this Solicitation and shall allow 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 and their officers, agents, and employees to avail themselves of all remedies available under any Contract resulting from this Solicitation, at law or in equity.

- B. Proof of Compliance with Workers' Compensation Coverage Requirements:
- i. 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);
 - ii. Form C-105.2 (9/07), *Certificate of Workers' Compensation Insurance*, sent to OGS by the Contractor's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to OGS upon request from the Contractor; or
 - iii. Form SI-12, *Certificate of Workers' Compensation Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office, or
 - iv. Form GSI-105.2, *Certificate of Participation in Workers' Compensation Group Self-Insurance*, available from the Contractor's Group Self-Insurance Administrator.
- C. Proof of Compliance with Disability Benefits Coverage Requirements:
- i. 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);
 - ii. Form DB-120.1, *Certificate of Disability Benefits Insurance*, sent to OGS by the Contractor's insurance carrier upon request; or
 - iii. Form DB-155, *Certificate of Disability Benefits Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office.
- D. An instruction manual clarifying the New York State Workers' Compensation Law requirements is available for download at the New York State Workers' Compensation Board's website, <http://www.wcb.ny.gov>. Once on the site, click on the Employers/Businesses tab and then click on Employers' Handbook.