

STANDARDIZED INSURANCE REQUIREMENTS FOR VENDORS

The Contractor, upon award of the contract, shall provide at their own cost and expense the following insurance to the County of Westchester from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, which insurance shall be evidenced by certificate. Each certificate shall require that, thirty days prior to cancellation or material change to the policies, notice thereof shall be given to the Bureau of Purchase and Supplies of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the Contractor and identify the contract number. The County of Westchester reserves the right to request the actual policy, as necessary.

A. Worker's Compensation – Statutory-in compliance with the Compensation Law of the State of New York:

Each Contractor (employer) shall evidence compliance with Section 57 of the Workers' Compensation Law and Section 220, Subdivision 8 of the Disability Benefits' Law, by submitting to the County for its approval, prior to the start of any part of his contract work, the following attested documentation:

1. Workers' Compensation – Statutory, New York State Workers' Compensation certificate form C-105.2 (rev. 09/07) or State Fund Insurance Company form U-26.3 prescribed for proof of compliance with the Compensation Law.

NOTE: Other generally recognized forms/certificates may be substituted for the above at the sole discretion of the Director of Risk Management.

2. Disability Benefits: The Contractor shall provide proof of compliance with the Disability Benefits Law (Form DB-120.1)

Location of Operation shall be "All Locations in Westchester County, New York."

3. If a Contractor (employer) claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits' Policy, or both, the employer must complete affidavit form WC/DB-100 (revised 9/07), sign and notarize the form, and send to the NYS Workers' Compensation Board for (stamped) approval. The stamped approval (valid for 1 year) should then be provided to the County of Westchester with all other insurance documentation.

4. If a Contractor (employer) is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

B. Commercial General Liability Insurance with minimum limits of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage, or a combined single limit (c.s.l) of \$1,000,000 with the County of Westchester named as an additional insured. This insurance shall indicate on the certificate of insurance include the following coverages:

1. Premises – Operations
2. Products and Completed Operations
3. Broad Form Contractual

C. Automobile Liability Insurance with minimum limits of liability of \$1,000,000 per person/per occurrence for bodily injury, and \$100,000 per occurrence for property damage, unless otherwise indicated in the "Special Clauses" of the Contract specifications. The certificate of insurance shall indicate coverage for the following:

1. Owned automobiles
2. Hired automobiles
3. Non-owned automobiles

All policies and certificates of insurance shall be approved by the Westchester County Director of Risk Management prior to the inception of any work.

Other coverages may be required by the County of Westchester based on specific needs. If such other coverages are required for a specific contract, those coverages will be described in the "Special Clauses" of the contract specifications.

If at any time any of the foregoing policies shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Contractor shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Bureau of Purchase and Supplies of the County of Westchester for approval and submit a certificate thereof as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the County, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.

In the event that claims, in excess of the insured amounts provided herein, are filed by reason of any operations under the contract, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the County of Westchester.

All policies of the Contractor shall be endorsed to contain the following clauses:

- (1) Insurers shall have no right of recovery or subrogation against the County of Westchester (including its agents and agencies as aforesaid), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.
- (2) The clause "other insurance provisions" in a policy in which the County of Westchester is named as an insured, shall not apply to the County of Westchester.
- (3) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.
- (4) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.

VENDOR AFFIRMATION

Vendor affirms that he will comply in the performance of the contract with all applicable provisions of the labor law, worker's compensation law, Federal social security law and any and all rules and regulations promulgated by Federal Department of Labor and/or The Industrial Commissioner of the State of New York, and any other applicable laws, rules and regulations and all amendments and additions thereto. Failure to sign may result in bid disqualification.

BID NUMBER: RFB – WC - _____

COMPANY NAME: _____

PRINT NAME: _____ **OFFICIAL TITLE:** _____

SIGNATURE: _____ **DATE:** _____

05/18/2012