

INSURANCE REQUIREMENTS

1. General Requirements

- A. Insurance policies shall cover all operations under this Contract whether performed by Vendor or its subcontractor(s).
 - a. All Insurance Certificates shall name Vendor, identify this Contract, and list RGRTA as an “Additional Insured”.
- B. All Insurance Certificates submitted by Vendor shall be issued by insurance carriers with A.M. Best Rating of A- /“VII” or better.
 - a. Insurers shall have no right of recovery or subrogation against RGRTA (including its agents and agencies), 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 insurance.
 - b. The insurance companies issuing the policy or policies shall have no recourse against RGRTA (including COVERED PERSONS, agents or agencies) for payment of any premiums or for assessments under any form or policy, and Vendor’s and subcontractor’s policies shall nevertheless be primary and must be exhausted before implicating any RGRTA policy available.
 - c. The Vendor’s self-insured retention or deductibles shall not exceed \$100,000 unless such increased deductible or retention is approved in writing by RGRTA. Vendor shall be responsible for all claim expense and loss payments, including the costs of defending the RGRTA, within deductible or self-insured retention.
- C. If Vendor fails to furnish, deliver, and maintain insurance, RGRTA may elect to suspend, discontinue, or terminate this Contract upon 10-calendar days’ written notice.
 - a. Failure of Vendor to take out and maintain required insurance shall not relieve Vendor from any liability under this Contract, nor shall the insurance requirements be construed to conflict with or limit the obligations of Vendor concerning indemnification.
- D. Said policies shall apply on a primary and non-contributory basis and not on an excess or contributing basis.
- E. Vendor shall provide, at its own cost and expense, the following insurance with insurance companies licensed in the State of New York and reasonably acceptable to RGRTA, to be evidenced by certificates.

2. Notices

- A. Written notice shall be given to RGRTA at least 30 calendar days prior to the cancelation, renewal, or material change in such policy.
 - a. Vendor shall deliver insurance certificates to:

RGRTA Procurement Department
1372 East Main Street
Rochester, NY 14609
- B. Vendor shall provide evidence of renewal or replacement policies of insurance, with terms or limits no less favorable than original policies.

3. Types of Coverage

- A. Unless specified otherwise in the Exhibit entitled “RGRTA Solicitation Document”, these coverages and limits are required for this Contract.
- B. Contracts for Construction Services include additional insurance requirements. See the Exhibit entitled “Constructions Clauses” for details.

3.1. Worker’s Compensation

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- A. Vendor shall maintain Worker's Compensation statutory coverage in compliance with the Workers' Compensation Law of the State of New York.
- B. Vendor shall maintain Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Vendor's employees engaged in the performance of the Deliverables.
- C. 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.
 - a. Note: An ACORD form is NOT acceptable proof of workers' compensation coverage.
- D. In order to provide proof of compliance with the requirements of the New York State Workers' Compensation Law pertaining to workers' compensation coverage, the Vendor 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.
- E. The Vendor shall provide one of the following forms with the Response to this Solicitation:
 - 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).
 - b. Certificate of Workers' Compensation Insurance:
 - i. Form C-105.2 (9/07) if coverage is provided by the contractor's insurance carrier, or
 - ii. Form U-26.3 if coverage is provided by the State Insurance Fund.
 - 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.

3.2. Employer's Liability

- A. Vendor shall carry Employer's Liability insurance with minimum limits of
 - a. \$1,000,000 for each Accident;
 - b. \$1,000,000 Disease for each Employee; and
 - c. \$1,000,000 Disease Policy.

3.3. Commercial General Liability

- A. Vendor shall carry Commercial General Liability insurance with minimum limits of
 - a. \$1,000,000 Each Occurrence;
 - b. \$1,000,000 Personal and Advertising Injury;
 - c. \$2,000,000 General Aggregate; and
 - d. \$2,000,000 Products/Completed Operations Aggregate.
- B. These limits shall provide coverage for:
 - a. Premises / Operations
 - b. Blanket contractual coverage
 - c. Products / Completed Operations

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- C. Additional Insured Endorsement (I.S.O. Form CG 20 10 11 85 version or its equivalent). Naming the following entities and their subsidiaries and affiliates:
 - a. Rochester Genesee Regional Transportation Authority (“RGRTA”)
- D. This policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision that would serve to limit third party action over claims.

3.4. Disability Benefits

- A. Vendor shall maintain compliance with the Disability Benefits Law. Location of operation shall be “all locations served by Vendor.”
- B. In order to provide proof of compliance with the requirements of the New York State Workers’ New York State 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.
- C. The Vendor shall provide one of the following forms with the Response to this Solicitation:
 - 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).
 - b. Form DB-120.1, Certificate of Disability Benefits Insurance; or
 - c. Form DB-155, Certificate of Disability Benefits Self-Insurance. The Contractor must call the Worker’s Compensation Board’s Self-Insurance Office at 518-402-0247 to obtain this form.

3.5. Automobile Liability

- A. If automobiles are to be used in the performance of any work under this Contract, Automobile Liability Insurance is required with the following minimum limits of liability per occurrence:
 - a. \$1,000,000 Combined Single Limit of Liability (CSL), unless otherwise indicated in a “Special Conditions” section of the Contract specifications.
- B. This insurance shall include for bodily injury and property damage the following coverage:
 - a. Owned automobiles;
 - b. Hired automobiles; and
 - c. Non-owned automobiles.

3.6. Commercial Umbrella or Excess Liability

- A. The insurance shall include Commercial Umbrella or Excess Liability coverage for \$2,000,000 each occurrence; \$2,000,000 aggregate.

3.7. Professional Liability

- A. Vendor shall carry Professional Liability Insurance with minimum limits of:
 - a. \$1,000,000 Each Occurrence
 - b. \$1,000,000 General Aggregate

3.8. Cyber Liability/Technology Errors and Omissions Coverage

- A. Vendor shall carry Cyber/Technology Errors and Omissions Insurance with limits no less than \$3,000,000 single aggregate, to be maintained for the duration of the Contract.

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- B. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including by not limited to the infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction to electronic information, release of private information, alteration or electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, as well as credit monitoring expenses with limits sufficient to respond to these obligations.