EXHIBIT 1
Insurance Requirements

Contractor must procure, at their sole cost and expense, and shall maintain in force at all times during the term of this Agreement, 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. The **Department** 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.

Contractor shall deliver to the **Department** evidence of the insurance required herein within 30 calendar days of Contract award in a form satisfactory to the **Department**. If the **Contractor** has promptly requested the insurance documents from its broker or insurer and thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to the **Department**, the **Department** will extend the time period for a reasonable period under the circumstances, but in no event shall the extension exceed 30 calendar days. Policies must be written in accordance with the requirements of the paragraphs below, as applicable.

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 the Agreement.

1. General Conditions Applicable to Insurance. All policies of insurance required by this Agreement shall comply with the following requirements:

Certificates of Insurance shall:

- Be in the form acceptable to the **Department** as detailed below and in accordance with the New York State Insurance Law (e.g., an ACORD certificate). Certificates shall reference the Contract number and shall name: The New York State Department of Agriculture and Markets, 10B Airline Drive, Albany, NY 12235 as the certificate holder;
- Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this Agreement; and
- Be signed by an authorized representative of the referenced insurance carrier.

Only original documents (certificates of insurance and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted.

a. 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 **Department** and their officers, agents, and employees. Any other insurance maintained by the People of the State of New York, the **Department** and their officers, agents, and employees shall be excess of and shall not contribute with the Contractor's insurance.

b. Breach for Lack of Proof of Coverage. The failure to comply with the requirements herein at any time during the term of the Agreement shall be considered a breach of the terms of the Agreement and shall allow the People of the State of New York, the **Department** and their officers, agents, and employees to avail themselves of all remedies available under the Agreement or at law or in equity.

c. 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 the **Department**. Such approval shall not be unreasonably withheld, conditioned or

delayed. **Contractor** shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the **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.

d. Subcontractors. Prior to the commencement of any work by a Subcontractor, the **Contractor** shall require such Subcontractor to procure policies of insurance based upon the risk present in their scope of work 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. 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.

e. Waiver of Subrogation. For all liability policies and the workers' compensation insurance required below, the **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 Department of Agriculture and Markets, 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 Department of Agriculture and Markets, 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 Department of Agriculture and Markets, 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.

f. Additional Insured. The **Contractor** shall cause to be included in each of the liability policies required below, ISO form CG 20 10 11 85 (or a form or forms that provide equivalent coverage, such as the combination of CG 20 10 04 13 and CG 20 37 04 13) and form CA 20 48 10 13 (or a form or forms that provide equivalent coverage), naming as additional insureds: The People of the State of New York, The New York State Department of Agriculture and Markets, and their officers, agents, and employees. An Additional Insured Endorsement evidencing such coverage shall be provided to the **Department** pursuant to the timelines set above. 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.

g. Notice of Cancellation or Non-Renewal. Policies shall be written to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within ten (10) business days of receipt of any notice of cancellation or non-renewal of insurance, the **Contractor** shall provide the **Department** 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 Agreement.

h. Policy Renewal/Expiration. Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in this Agreement shall be delivered to the **Department**. If, at any time during the term of this Agreement, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Agreement, or proof thereof is not provided to the **Department**, the **Contractor** shall immediately cease work. The **Contractor** shall not resume work until authorized to do so by the **Department**.

2. Insurance Requirements

Contractor shall obtain and maintain in full force and effect, throughout the term of this Agreement, at their own expense, the following insurance with limits not less than those described below and as required by the terms of the Agreement, or as required by law, whichever is greater:

Insurance Type		Proof of Coverage is Due
Commercial General Liability	Not less than $1,000,000 each occurrence	At time of Award and updated in accordance with the Agreement
General Aggregate	$2,000,000	
Products – Completed Operations Aggregate	$2,000,000	
Personal and Advertising Injury	$1,000,000	
Medical Expenses Limit	$5,000	
Business Automobile Liability Insurance	Not less than $1,000,000 each occurrence	
Umbrella Liability/Excess	Not less than $2,000,000 each occurrence	
Aggregate	$2,000,000	
Workers' Compensation		
Disability Benefits		

a. Commercial General Liability Insurance: 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 premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, and cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract).

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

- Bodily injury, property damage and broad form contractual liability coverage;
- 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 the Agreement;
- Cross liability for additional insureds; and
- Products/completed operations for a term of no less than one (1) year, commencing upon acceptance of the work, as required by the Agreement.

b. Business Automobile: Liability Insurance: Such insurance shall cover liability arising out of any automobile used in connection with performance under the Agreement, 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.

c. Umbrella Liability/Excess: The **Contractor** shall maintain coverage over or in additional to all insurance required by Contract. 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.

Workers' Compensation Insurance and Disability Benefits Requirements

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 the Department.** Proof of workers' compensation and disability benefits

coverage, or proof of exemption must be submitted to the Department 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.**

Proof of Compliance with Workers' Compensation Coverage Requirements:

- 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);
- Form C-105.2 (9/07), *Certificate of Workers' Compensation Insurance*, sent to the Department 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 the Department upon request from the Contractor; or
- Form SI-12, *Certificate of Workers' Compensation Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office, or
- Form GSI-105.2, *Certificate of Participation in Workers' Compensation Group Self-Insurance*, available from the Contractor's Group Self-Insurance Administrator.

Proof of Compliance with Disability Benefits Coverage Requirements:

- 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);
- Form DB-120.1, Certificate of Disability Benefits Insurance, sent to the Department by the Contractor's insurance carrier upon request; or
- Form DB-155, Certificate of Disability Benefits Self-Insurance, available from the New York State Workers' Compensation Board's Self-Insurance Office.

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