



**DASNY**

**ANDREW M. CUOMO**  
Governor

**ALFONSO L. CARNEY, JR.**  
Chair

**REUBEN R. MCDANIEL, III**  
Acting President & CEO

# SECTION C

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**DORMITORY AUTHORITY STATE OF NEW YORK**  
**WE FINANCE, DESIGN & BUILD**  
**NEW YORK'S FUTURE.**  
[www.dasny.org](http://www.dasny.org)



# FOR DEMO PURPOSES ONLY CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Your Agent or Broker	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A: Your Insurance Company	NAIC #
INSURED  Your Name	INSURER B: Your Insurance Company	
	INSURER C: Your Insurance Company	
	INSURER D: Your Insurance Company	
	INSURER E: Your Insurance Company	
	INSURER F: Your Insurance Company	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<b>GENERAL LIABILITY</b>			XYZ-123	MM/DD/YY	MM/DD/YY	EACH OCCURRENCE	\$ 2,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000	
	<input checked="" type="checkbox"/> Include Independent Contractors						PERSONAL & ADV INJURY	\$ 2,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GENERAL AGGREGATE			\$ 2,000,000					
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
B	<b>AUTOMOBILE LIABILITY</b>			ABC-345	MM/DD/YY	MM/DD/YY	COMBINED SINGLE LIMIT (Ea accident)	\$ \$1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO	Y					BODILY INJURY (Per person)	\$	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						<input checked="" type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)	\$
<input checked="" type="checkbox"/>				\$					
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	Y		LLL-555	MM/DD/YY	MM/DD/YY	EACH OCCURRENCE	\$ As Needed	
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$	
	<input type="checkbox"/> CLAIMS-MADE						\$		
	DED	RETENTION \$					\$		
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WCB-678	MM/DD/YY	MM/DD/YY	WC STATUTORY LIMITS	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
E	Builders Risk - REQUIRED FOR: OMH, OPWDD, OASAS, NYCHA			MCK-777	MM/DD/YY	MM/DD/YY	Contract Value		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DASNY Contract No: 3548109999  
 Project Name: CUNY College of Staten Island - Building 1P TV Studio - Furnish, Deliver and Program Lighting Equipment  
 Facility: CUNY College of Staten Island  
 The following are Additional Insureds as respect to this project: the Dormitory Authority-State of New York; the State of New York; the CLIENT and the Construction Manager. Proof of 30 Days Notice of Cancellation in favor of the Dormitory Authority of the State of New York is required for all insurance policies.

**CERTIFICATE HOLDER****CANCELLATION**

Dormitory Authority- State of New York Attn: Risk Management 515 Broadway Albany, New York 12207	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Your Agent/Broker Representative

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
DASNY, State of New York, CLIENT  Any language like "as per written contract" is not acceptable - DASNY, etc. must be named	Project or installation location
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, **the most we will pay** on behalf of the additional insured **is the amount** of insurance:

1. **Required by the contract** or agreement; **or**

2. **Available** under the applicable **Limits** of Insurance shown in the Declarations; **whichever is less.**

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**HIGHLIGHTS ADDED TO THE FORM**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
DASNY, State of New York, CLIENT	Project or installation location
Any language like "as per written contract" is not acceptable - DASNY, etc. must be named	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" **caused, in whole or in part, by "your work"** at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the **"products-completed operations hazard"**.

However:

1. The insurance afforded to such additional insured **only applies to the extent permitted by law;** and
2. If coverage provided to the additional insured is required by a contract or agreement, the **insurance** afforded to such additional insured **will not be broader than** that which you are **required by the contract** or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, **the most we will pay** on behalf of the additional insured **is the amount** of insurance:

1. **Required by the contract or agreement; or**
2. **Available under the applicable Limits of Insurance** shown in the Declarations; **whichever is less.**

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**HIGHLIGHTS ADDED TO THE FORM**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



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Governor

**ALFONSO L. CARNEY, JR.**  
Chair

**GERRARD P. BUSHELL, Ph.D.**  
President & CEO

***Memorandum***

**TO:** DASNY Contractors & Consultants

**FROM:** Jamie Pelis- Procurement

**DATE:** August 30, 2017

**RE:** 30 Day Notice of Cancellation

Your contract with the Dormitory Authority of the State of New York (DASNY) requires that your insurance coverage provide the Authority with at least 30 days written notice prior to cancellation, non-renewal, or material change of your insurance policy.

In the event that DASNY's Procurement unit receives your insurance information on an ACORD Certificate of Liability Insurance form (ACORD 25 2016/03), your insurance agent/broker will need to provide information regarding the policy's terms and conditions, as they pertain to Notice of Cancellation, by adding a comment in the Description of Operations/Locations/Vehicles section of the Certificate, or by referencing the applicable policy section or endorsement on the Certificate and attaching that document for our review.

If the policy does not provide at least 30 days notice to the Authority as required by contract, the Authority will ask you to endorse the policy accordingly, and to provide evidence of the change via a copy of that endorsement.

## **Insurance Requirements**

### **Certificate of Liability Insurance**

Sample Accord Certificate is attached.

Please make sure the 30 Days Written Notice Clause Reads as Follows on the Certificate: EXPIRATION DATE THEREOF, THE ISSUING COMPANY MAIL 30 DAYS WRITTEN NOTICE "TO DASNY".

### **Disability Benefits**

DB-120.1 or DB-820/829 (5/06 or later) - Certificate of Disability Benefits. The insurance carrier will provide a completed form as evidence of in-force coverage.

### **Workers Comp**

1. DB-155- Certificate of Disability Self Insurance. The NYS Workers' Compensation Board's Self Insurance Office will provide a completed form. C-105.2 (9/07 or later) – Certificate of Workers' Compensation Insurance. The insurance carrier will provide a completed form as evidence of in-force coverage.
2. U-26.3- Certificate of Workers' Compensation Insurance from the State Insurance Fund. The State Insurance Fund will provide a completed form as evidence of in-force coverage.
3. GSI-105.2 /SI-12- Certificate of Workers' Compensation Self Insurance. The NYS Workers' Compensation Board's Self Insurance Office or the contractor's Group Self Insurance Administrator will provide a completed form.



**Dormitory Authority – State of New York**  
**Contractor’s Certifications pursuant to State Finance Law § 139-j and § 139-k**

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This form shall be completed and submitted with your bid. Failure to complete and submit this form may result in a determination of non-responsiveness and disqualification of the bid.

**I. Contractor Affirmation relating to procedures governing permissible contacts:**

(Contractor Must Check Applicable Box)

Contractor:  affirms  does not affirm

that it understands and has to date and agrees hereinafter to comply with the Dormitory Authority’s procedures relative to permissible contacts for this procurement as required by State Finance Law § 139-j (3) and § 139-j (6) (b).

**II. Contractor Disclosure of Findings of Non-Responsibility and Prior Contract Terminations or Withholdings under the 2005 Procurement Lobbying Law:**

1. Has any “governmental entity,” as defined in State Finance Law § 139-j and § 139-k made a finding in the last four years that the Contractor was not responsible?

No  Yes

2. If yes, was the basis for any such finding(s) the intentional provision of false or incomplete information required by State Finance Law § 139-j and § 139-k, and/or the failure to comply with the requirements of State Finance Law § 139-j (3) relating to permissible contacts?

No  Yes

If yes, please provide details regarding each finding of non-responsibility below. (Attach additional pages, if necessary.)

Governmental Entity: \_\_\_\_\_

Date of Finding: \_\_\_\_\_

Basis of Finding: \_\_\_\_\_

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

**Dormitory Authority – State of New York**

**Contractor’s Certifications pursuant to State Finance Law § 139-j and § 139-k**

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3. Has any “governmental entity” as defined in State Finance Law § 139-j and § 139-k terminated or withheld a procurement contract with the Contractor due to the intentional provision of false or incomplete information required by such Laws and/or the failure to comply with the requirements of State Finance Law § 139-k(3) relating to permissible contacts?

No  Yes

If yes, please provide details below. (Attach additional pages, if necessary)

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract:  
\_\_\_\_\_

Basis of Termination or Withholding of Contract:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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The undersigned acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 U.S.C. Section 1001; and states that all information provided to the Dormitory Authority with respect to State Finance Law § 139–j and § 139–k is complete, true and accurate.

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Signature	Date
Contractor: _____	
Address: _____	
Name: _____	
Title: _____	

## **VENDOR RESPONSIBILITY QUESTIONNAIRE**

All bidders must complete the Vendor Responsibility Questionnaire in the New York State VendRep System. Information concerning the system is contained in the paragraph that follows.

To enroll in and use the New York State VendRep System, see the Instructions available at <http://www.osc.state.ny.us/vendrep/index.htm> or go directly to the VendRep System online at <http://onlineservices.osc.state.ny.us/>. Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID Number, or for help with the online questionnaire, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at [ITServiceDESK@osc.state.ny.us](mailto:ITServiceDESK@osc.state.ny.us).

The Certification page must be submitted to DASNY with bid submittals upon notification of intent to award.