



**STATE OF NEW YORK
DEPARTMENT OF TAXATION AND FINANCE
Office of Budget & Management Analysis
Bureau of Fiscal Services
Building 9, Room 234
W.A. Harriman Campus
Albany, NY 12227**

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July 29, 2013

Amendment #3

For Request for Proposals (RFP) 13-12 ELECTRONIC CHECK PROCESSING – CHECK 21 SERVICES

To All Potential Bidders:

The Department is issuing Amendment #3 to:

- Amend Technical Requirement III.F. Insurance Requirements; and
- Amend the Insurance Language in the Preliminary Contract.

All deletions are shown as shaded, strike-through text, all additions are made in red text.

All other requirements and conditions remain as indicated in the RFP.

New York State Department of Taxation and Finance
Request for Proposal 13-12
Electronic Check Processing – Check 21 Services

F. Insurance Requirements

Prior to the commencement of services, the Contractor shall file with The State of New York, Department of Tax and Finance (hereinafter referred to as “DTF”), Certificates of Insurance evidencing compliance with all requirements contained in this Contract. These policies must be written in accordance with the requirements of the paragraphs below. Each insurance carrier must be rated at least “A-” Class “VII” in the most recently published Best’s Insurance Report. If, during the term of the policy, a carrier’s rating falls below “A-” Class “VII”, the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Department and rated at least “A-” Class “VII” in the most recently published Best’s Insurance Report.

The Department may, at its sole discretion, accept policies of insurance written by a non-authorized carrier(s) when Certificates and/or other policy documentation are accompanied by a completed Excess Lines Association of New York (ELANY) Affidavit. Nothing herein shall be construed to require the Department to accept insurance placed with a non-authorized carrier under any circumstances. Acceptance and/or approval by DTF does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract.

All insurance required by the Contract shall: i) be obtained at the sole cost and expense of the Contractor, ii) be maintained with insurance carriers licensed to do business in New York State, and acceptable to DTF, iii) be primary and non-contributing to any insurance or self-insurance maintained by DTF, iv) be endorsed to provide DTF with written notice at least thirty (30) days prior to the cancellation of such policies, and v) name The People of the State of New York, its officers, agents, and employees as additional insureds thereunder. The additional insured requirement does not apply to Workers Compensation, or Disability or Technology Professional Liability coverage.

The Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject.

The Contractor shall require that any Subcontractors hired, carry insurance with the same limits and provisions provided herein.

The Contractor shall cause all insurance to be in full force and effect as of the commencement date of this Contract and to remain in full force and effect throughout the term of this Contract and as further required by this Contract. 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 period of time such coverages are required to be in effect.

As soon as reasonably practicable prior to the expiration date or renewal date, the Contractor shall supply DTF updated/replacement Certificates of Insurance, and amendatory endorsements.

additional insureds thereunder. The additional insured requirement does not apply to Workers Compensation, or Disability, or Technology Professional Liability coverage.

The Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject.

The Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions provided herein.

The Contractor shall cause all insurance to be in full force and effect as of the commencement date of this Contract and to remain in full force and effect throughout the term of this Contract and as further required by this Contract. 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 period of time such coverages are required to be in effect.

As soon as reasonably practicable prior to the expiration date or renewal date, the Contractor shall supply DTF updated/replacement Certificates of Insurance, and amendatory endorsements.

The Contractor, throughout the term of this Contract, or as otherwise required by this Contract, shall obtain and maintain in full force and effect, the following insurances with limits not less than those described below and as required by the terms of this Contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

A. Specific Coverage and Limits

The types of insurance and the minimum policy limits shall be as follows:

1. General Liability

Commercial General Liability Insurance (CGL) covering the liability of Contractor for bodily injury, property damage, and personal/advertising injury arising from all work and operations under this contract. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages.

The limits under such policy shall not be less than the following:

- Each Occurrence limit - \$1,000,000
- General Aggregate - \$2,000,000
- Products/Completed Operations - \$2,000,000
- Personal Advertising Injury - \$1,000,000
- Damage to Rented Premises - \$50,000
- Medical Expense - \$5,000