

**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**

**Patrick Ryan, Director**

**Budget & Accounting Services**

**Catherine Golden, Director**

**Procurement Services**

**August 7, 2013**

**Amendment #4**

**For Request for Proposals (RFP) 13-03 ELECTRONIC PAYMENTS SERVICES**

To All Potential Bidders:

The Department is issuing Amendment #4 to:

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

Bidders will be given an additional opportunity to submit questions related to this Amendment only. **DTF will not respond to any questions submitted which are beyond the scope of this Amendment.** Questions are due Tuesday, August 13, 2013, by 2 pm EDT. The Department will provide a response by Friday, August 16, 2013. All dates in Amendment 1, issued July 22, 2013, Schedule of Events will be unaffected by this Amendment.

Please note: Questions must be raised and clarifications requested regarding Functional Requirement III. F. Insurance Requirement prior to submission of bids. Any clarifications and/or exceptions to the Insurance Requirements of the Preliminary Contract should be submitted as Extraneous Terms in the bid proposal. However, proposed Extraneous Terms must not materially alter the mandatory requirements in Section III.F. Insurance Requirements, as amended.

Replacement pages are attached to this Amendment.

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

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

## Insurance Requirements

Prior to the commencement of ~~s~~Services by the Contractor, 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 RFP~~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 awarded by this RFP.

All insurance required by the RFP ~~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, non-renewal or material alteration of such policies, which notice shall be sent in accordance with the notice provision of the Contract and v) name ~~The People of the State of New York~~ DTF, its officers, agents, and employees as additional insureds thereunder. Such additional insured coverage must be written on the ISO occurrence form CG 20 10 11 85, or a substitute form, providing equivalent coverages. The additional insured requirement does not apply to Workers Compensation~~,~~ ~~or~~ Disability ~~or Technology Professional Liability~~ or Professional Liability (Errors and Omissions) coverage.

The Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject. Deductibles and self insured retentions above $100,000 are subject to approval by DTF. The Contractor shall be solely responsible for all claim expenses and loss payments within the deductible or self-insured retention.

The Contractor shall require that any Subcontractors hired, carry insurance with the same limits and provisions provided herein. Should the Contractor engage a Subcontractor, the Contractor shall require all Subcontractors, prior to commencement of an agreement between Contractor and the Subcontractor, to secure and keep in force during the term of the Contract the insurance requirements of this RFP, as applicable. Required insurance limits should be determined commensurate with the work of the Subcontractor. Proof thereof shall be supplied to DTF.

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 RFP ~~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 the Contract, or as otherwise required by the RFP ~~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 the RFP ~~Contract~~, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

* 1. **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~~

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

* + - * Premises liability
      * Independent contractors
      * Blanket contractual liability, including tort liability of another assumed in a contract
      * Defense and/or indemnification obligations
      * Cross liability for additional insured’s
      * Products/completed operations

**~~2. Additional Insured.~~** ~~The Department shall be named as additional insureds thereunder where applicable. Such liability must be written on the ISO occurrence form CG 20 10 11 85, or a substitute form providing equivalent coverages.~~

**~~3.~~ 2. Cyber (Internet) liability.** The Contractor shall maintain Cyber Internet Liability insurance with a limit of not less than $1,000,000 for damages arising from theft, destruction or unauthorized use of electronic data, and/or failing to safeguard another party's electronic data, including unauthorized access, viruses, attacks on covered systems, theft, extortion, loss of income due to online business interruption, and the cost of investigating the reason for the interruption. If ~~T~~this coverage is made on a claims-made policy form, so the Contractor shall purchase, at its sole expense, an Extended Discovery Clause for up to three (3) years after the work is completed if the coverage is cancelled or not renewed.

**~~4.~~ 3. ~~Technology~~ Professional Liability**. Professional Liability insurance covering actual or alleged negligent acts, errors or omissions committed by the Contractor, its agents or employees, arising out of the work performed under this Contract. The policy coverage shall extend to include bodily injury and property damage from negligent performance of professional services. The policy shall have limits of liability not less than $1,000,000 each occurrence, with a limit not less than $5,000,000 aggregate. The Contractor shall be responsible for payment of all claim expenses and loss payments with the deductible.

~~The Contractor shall maintain Technology Professional Liability (Errors and Omissions) insurance with a limit of not less than $1,000,000.00 for damages arising from computer-related services including, but not limited to, the following: consulting, data processing, programming, system integration, software development, installation, distribution or maintenance, systems analysis or design, training, staffing or other support services, any electronic equipment, computer hardware or software developed, manufactured, distributed, licensed, marketed or sold.~~ This errors and omissions insurance shall include coverage for third party claims and losses. ~~including with respect to network risks (such as data breaches, transmission of virus/malicious code; unauthorized access or criminal use of third party, ID/data theft) and invasion of privacy regardless of the type of media involved in the loss of private information (such as computers, paper files and records, or voice recorded tapes), covering collection, use, access, etc. of personally identifiable information, direct liability, as well as contractual liability for violation of privacy policy, civil suits and sublimit for regulatory defense/indemnity for payment of fines and penalties.~~ If t~~T~~his coverage is made on a claims-made policy form, so the Contractor shall purchase, at its sole expense, an Extended Discovery Clause for up to three (3) years after the work is completed if the coverage is cancelled or not renewed.

**~~5.~~ 4. Workers Compensation.**  For work to be performed in NYS, Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees of Contractor that are required to be covered by the NYS Workers Compensation Law.

**~~6.~~ 5. Disability Benefits.** For work to be performed in NYS, Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees of Contractor that are required to be covered by the NYS Disability Benefits Law. Any waiver of this requirement must be approved by the Department and will only be granted in unique or unusual circumstances.

**~~7.~~ 6. Comprehensive Business Automobile Liability**. Insurance with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired, and non-owned automobiles.

**7. Crime Insurance**. Crime Insurance (Fidelity Bond) in the amount not less than $1,000,000 including employee dishonesty coverage on money, securities or property other than money and securities including contract and temporary, whether identified or not, acting alone or in concert with others.

Policy must allow for reporting of circumstances or incidents that might give rise to future claims. The policy must include an extended reporting period of no less than three years with respect to events which occurred but were not reported during the term of the policy.

* 1. **Waiver of Subrogation.** Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty, ~~excluding Cyber Liability,~~ a waiver of the insurer’s right of subrogation against DTF, or, if such waiver is unobtainable, (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against DTF, or provides (ii) any other form of permission for the release of DTF.

1. **~~Liquidated Damages~~**

~~The Contractor will be liable for liquidated damages as a result of any virus or information security breach without limitation for the cost of any forensic investigation, replacement or restoration required due to any virus, information security breach or any other incident compromising the availability, privacy, security, integrity or usability of any Department and/or taxpayer data including, but not limited to, costs to: remediate the breach, offer credit monitoring services and/or handle public communications concerning the incident and response.~~

~~Note: The Department will negotiate the Liquidated Damages section of the Insurance Requirements.~~

The successful Contractor will indemnify DTF against any and all liability which may be assessed against it as a result of the actions, activities, neglect, or malpractice of the successful Contractor, its officers, employees’ agents, Subcontractors or corresponding attorneys relating to its performance of the functions required.

**Response Requirement**

The Bidder must affirm understanding of, and agreement to comply with, the Insurance Requirements.

individuals may be designated in writing by the Parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

**Article XXIV. Insurance Requirements – REPLACEMENT LANGUAGE FOLLOWS STRIKETHROUGHS**

**~~General Insurance.~~** ~~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.~~

~~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):~~

* 1. **~~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~~

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

* + - * ~~Premises liability~~
      * ~~Independent contractors~~
      * ~~Blanket contractual liability, including tort liability of another assumed in a contract~~
      * ~~Defense and/or indemnification obligations~~
      * ~~Cross liability for additional insured’s~~
      * ~~Products/completed operations~~
    1. **~~Additional Insured.~~** ~~The Department shall be named as additional insureds thereunder where applicable. Such liability must be written on the ISO occurrence form CG 20 10 11 85, or a substitute form providing equivalent coverages.~~
    2. **~~Cyber (Internet) liability.~~** ~~The Contractor shall maintain Cyber Internet Liability insurance with a limit of not less than $1,000,000.00 for damages arising from theft, destruction or unauthorized use of electronic data, and/or failing to safeguard another party's electronic data, including unauthorized access, viruses, attacks on covered systems, theft, extortion, loss of income due to online business interruption, and the cost of investigating the reason for the interruption. This coverage is made on a claims-made policy form, so the Contractor shall purchase, at its sole expense, an Extended Discovery Clause for up to three (3) years after the work is completed if the coverage is cancelled or not renewed.~~
    3. **~~Technology Professional Liability~~**~~. The Contractor shall maintain Technology Professional Liability (Errors and Omissions) insurance with a limit of not less than $1,000,000.00 for damages arising from computer-related services including, but not limited to, the following: consulting, data processing, programming, system integration, software development, installation, distribution or maintenance, systems analysis or design, training, staffing or other support services, any electronic equipment, computer hardware or software developed, manufactured, distributed, licensed, marketed or sold. This errors and omissions insurance shall include coverage for third party claims and losses including with respect to network risks (such as data breaches, transmission of virus/malicious code; unauthorized access or criminal use of third party, ID/data theft) and invasion of privacy regardless of the type of media involved in the loss of private information (such as computers, paper files and records, or voice recorded tapes), covering collection, use, access, etc. of personally identifiable information, direct liability, as well as contractual liability for violation of privacy policy, civil suits and sublimit for regulatory defense/indemnity for payment of fines and penalties. This coverage is made on a claims-made policy form, so the Contractor shall purchase, at its sole expense, an Extended Discovery Clause for up to three (3) years after the work is completed if the coverage is cancelled or not renewed.~~
    4. **~~Workers Compensation.~~** ~~For work to be performed in NYS, Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees of Contractor that are required to be covered by the NYS Workers Compensation Law.~~
    5. **~~Disability Benefits.~~** ~~For work to be performed in NYS, Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees of Contractor that are required to be covered by the NYS Disability Benefits Law. Any waiver of this requirement must be approved by the Department and will only be granted in unique or unusual circumstances.~~
    6. **~~Comprehensive Business Automobile Liability~~**~~. Insurance with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired, and non-owned automobiles.~~
  1. **~~Waiver of Subrogation.~~** ~~Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty, excluding Cyber Liability, a waiver of the insurer’s right of subrogation against DTF, or, if such waiver is unobtainable, (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against DTF, or (ii) any other form of permission for the release of DTF.~~
  2. **~~Liquidated Damages.~~** ~~The Contractor will be liable for liquidated damages as a result of any virus or information security breach without limitation for the cost of any forensic investigation, replacement or restoration required due to any virus, information security breach or any other incident compromising the availability, privacy, security, integrity, or usability of any Department and/or taxpayer data including, but not limited to, costs to: remediate the breach, offer credit monitoring services and/or handle public communications concerning the incident and response.~~

~~Note: The Department will negotiate the Liquidated Damages section of the Insurance Requirements.~~

Prior to the commencement of Services by the Contractor, 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 awarded by this RFP.

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must be written on the ISO occurrence form CG 20 10 11 85, or a substitute form, providing equivalent coverages. The additional insured requirement does not apply to Workers Compensation Disability or Professional Liability (Errors and Omissions) coverage.

The Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject. Deductibles and self insured retentions above $100,000 are subject to approval by DTF. The Contractor shall be solely responsible for all claim expenses and loss payments within the deductible or self-insured retention.

The Contractor shall require that any Subcontractors hired, carry insurance with the same limits and provisions provided herein. Should the Contractor engage a Subcontractor, the Contractor shall require all Subcontractors, prior to commencement of an agreement between Contractor and the Subcontractor, to secure and keep in force during the term of the Contract the insurance requirements of the RFP, as applicable. Required insurance limits should be determined commensurate with the work of the Subcontractor. Proof thereof shall be supplied to DTF.

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 the RFP. 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 the Contract, or as otherwise required by the RFP, 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 the RFP, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

* 1. **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

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

* + - * Premises liability
      * Independent contractors
      * Blanket contractual liability, including tort liability of another assumed in a contract
      * Defense and/or indemnification obligations
      * Cross liability for additional insured’s
      * Products/completed operations

**2. Cyber (Internet) liability.** The Contractor shall maintain Cyber Internet Liability insurance with a limit of not less than $1,000,000 for damages arising from theft, destruction or unauthorized use of electronic data, and/or failing to safeguard another party's electronic data, including unauthorized access, viruses, attacks on covered systems, theft, extortion, loss of income due to online business interruption, and the cost of investigating the reason for the interruption. If this coverage is made on a claims-made policy form, so the Contractor shall purchase, at its sole expense, an Extended Discovery Clause for up to three (3) years after the work is completed if the coverage is cancelled or not renewed.

**3. Professional Liability**. Professional Liability insurance covering actual or alleged negligent acts, errors or omissions committed by the Contractor, its agents or employees, arising out of the work performed under this Contract. The policy coverage shall extend to include bodily injury and property damage from negligent performance of professional services. The policy shall have limits of liability not less than $1,000,000 each occurrence, with a limit not less than $5,000,000 aggregate. The Contractor shall be responsible for payment of all claim expenses and loss payments with the deductible.

This errors and omissions insurance shall include coverage for third party claims and losses. If this coverage is made on a claims-made policy form, so the Contractor shall

purchase, at its sole expense, an Extended Discovery Clause for up to three (3) years after the work is completed if the coverage is cancelled or not renewed.

**4. Workers Compensation.**  For work to be performed in NYS, Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees of Contractor that are required to be covered by the NYS Workers Compensation Law.

**5. Disability Benefits.** For work to be performed in NYS, Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees of Contractor that are required to be covered by the NYS Disability Benefits Law. Any waiver of this requirement must be approved by the Department and will only be granted in unique or unusual circumstances.

**6. Comprehensive Business Automobile Liability**. Insurance with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired, and non-owned automobiles.

**7. Crime Insurance**. Crime Insurance (Fidelity Bond) in the amount not less than $1,000,000 including employee dishonesty coverage on money, securities or property other than money and securities including contract and temporary, whether identified or not, acting alone or in concert with others.

Policy must allow for reporting of circumstances or incidents that might give rise to future claims. The policy must include an extended reporting period of no less than three years with respect to events which occurred but were not reported during the term of the policy.

* 1. **Waiver of Subrogation.** Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty, a waiver of the insurer’s right of subrogation against DTF, or, if such waiver is unobtainable, (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against DTF, or provides (ii) any other form of permission for the release of DTF.

The successful Contractor will indemnify DTF against any and all liability which may be assessed against it as a result of the actions, activities, neglect, or malpractice of the successful Contractor, its officers, employees’ agents, Subcontractors or corresponding attorneys relating to its performance of the functions required.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement, effective upon the date of OSC approval as indicated below.

***[Contractor Name]* New York State Department of Taxation and Finance**

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Attorney General Office of the State Comptroller

CORPORATION

STATE OF

COUNTY OF