

Addendum:

Please note that the RFP insurance clause was incorrect. The revised version is included below.

Insurance

Prior to the commencement of the services by the selected contractor, they shall file with the Department Certificates of Insurance evidencing compliance with all requirements contained in this provision. Such Certificates shall be of form and substance acceptable to the Department.

All insurance shall be obtained at the sole cost and expense of the selected contractor; shall be maintained with insurance carriers licensed to do business in New York State, and acceptable to the Department; shall be primary and non-contributory; shall be endorsed to provide written notice to be given to the Department, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail; shall be sent to Judy Giovannetti, Division of Fiscal Management, NYS Department of Agriculture and Markets, 10B Airline Drive, Albany, NY 12235.

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.

All insurance must be in full force and effect as of the commencement date of the Contract and to remain in full force and effect throughout the term of the Contract. The selected 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.

Not less than thirty (30) days prior to the expiration date or renewal date, the selected contractor shall supply the Department updated replacement Certificates of Insurance, and amendatory endorsements.

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

- a) Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, broad form property damage, personal injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract); and shall name the People of the State of New York, the New York State Department of Agriculture and Markets, Division of the State Fair, its officers, agents and employees as additional insureds.
- b) Performance Bond in the amount of \$250,000.
- c) 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 and shall name the People of the State of New York, the New York State Department of Agriculture and Markets, Division of the State Fair, its officers, agents and employees as additional insureds.
- d) Employee dishonesty, including third party, coverage on money, or property other than money including property in the care, custody or control of the contractor in the amount of \$250,000. The coverage shall include all employees including contract and temporary, whether identified or not, acting alone or in collusion with others.

Waiver of Subrogation. Selected contractor shall cause to be included in each of its policies insuring against loss, damage or other insured casualty a waiver of the insurer's right of subrogation against the Department, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if the selected contractor waives or has waived before the casualty, the right of recovery against the Department or (ii) any other form of permission for the release of the Department.