



January 11, 2019

The following Q&A will serve as Amendment #1 to NYSIF's Request for Proposals (RFP) for Insurance Defense Outside Counsel for Workers' Compensation Board Hearings and Depositions, bid number 2018-84-LEG. Material in this Amendment supersedes any contradictory material in the RFP.

In addition, Section 1.8, Insurance Requirements have been revised as follows:

“Prior to the commencement of the work to be performed by the successful Bidder, the Bidder shall file with NYSIF Certificates of Insurance evidencing compliance with all requirements contained in this RFP. Acceptance and/or approval by NYSIF does not and shall not be construed to relieve Bidder of any obligations, responsibilities or liabilities under the contract awarded by this RFP.

All insurance required by the RFP shall be obtained at the sole cost and expense of the Bidder, shall be maintained with insurance carriers licensed to do business in New York State and acceptable to NYSIF, shall be primary and non-contributing to any insurance or self insurance maintained by NYSIF, shall be endorsed to provide written notice be given to NYSIF 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, and shall be sent in accordance to the ‘Notice’ provision of the Agreement and for the Commercial General Liability Insurance and Comprehensive Business Automobile Liability Insurance required below shall name NYSIF, its officers, agents, and employees as additional insureds hereunder (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number CG 20 26 11 85). An Additional Insured Endorsement evidencing such coverage shall be provided to NYSIF after renewal and/or upon request.

The Bidder 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 must be approved by NYSIF. Such approval shall not be unreasonably withheld.

If NYSIF allows subcontracting, the Bidder shall require that any subcontractors hired carry insurance with the same limits and provisions provided herein.

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 NYSIF and rated at least “A-” Class “VII” in the most recently published Best’s Insurance Report.

The Bidder shall cause all insurance to be in full force and effect as of the commencement date of the contract awarded as a result of this RFP, and to remain in full force and effect throughout the term of the contract and as further required by this RFP. The Bidder 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 Bidder shall supply NYSIF with updated replacement Certificates of Insurance, and amendatory endorsements.

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

1. Commercial General Liability Insurance with a limit of not less than \$1,000,000 each occurrence, with a limit of not less than \$2,000,000 aggregate. 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, products completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
2. Workers Compensation and NYS Disability Benefits, as required by New York State. Visit <http://www.wcb.ny.gov/content/main/Employers/busPermits.jsp> for further information.
3. 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.
4. 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 Agreement. The policy coverage shall extend to include bodily injury and property damage from negligent performance of professional services and personal injury liability coverage for claims arising out of performance of services. The policy shall have limits of liability of not less than \$2,000,000 each occurrence, with a limit not less than \$2,000,000 aggregate. The Contractor shall be responsible for payment of all claim expenses and loss payments with the deductible.

Waiver of Subrogation. Bidder 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 NYSIF, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Bidder waives or has waived before the casualty, the right of recovery against NYSIF or (ii) any other form of permission for the release of NYSIF.

Awarded Bidder shall furnish evidence of all policies to NYSIF, before any work is started. Certificates of Insurance may be supplied as evidence of such aforementioned policies; however, if requested by the Agency, the Bidder shall deliver to NYSIF within forty-five (45) days of the request a copy of such policies, certified by the insurance carrier as being true and complete. If a Certificate of Insurance is submitted it must: (1) be signed by an authorized representative of the insurance carrier or producer and notarized; (2) disclose any deductible, self-insured retention, aggregate limit or any exclusions to the policy that materially change the coverage; (3) indicate the Additional Insureds and Named Insureds as required herein; (4) reference the Agreement by number on the face of the certificate; and (5) expressly reference the inclusion of all required endorsements.

If, at any time during the term of the resulting contract, insurance as required is not in effect, or proof thereof is not provided to NYSIF, NYSIF shall have the option to: (i) direct the Contractor to suspend work with no additional cost or extension of time due on account thereof, or (ii) treat such failure as a breach in contract.

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

Please note that the due date for the submission of bids remains unchanged.

All bids are due 1/31/19, by 2:00 p.m.(eastern).

Sincerely,

A handwritten signature in cursive script that reads "Alexandria Romano".

Alexandria Romano
Contract Management Specialist 2

**Legal Insurance Defense Outside Counsel
Services for Workers' Compensation Board Hearings and Depositions**

RFP # 2018-84-LEG

Amendment 1

#	Question	NYSIF Response
1	What does NYSIF consider to be an acceptable distance/length of travel time to and from a hearing location? For example, we have attorneys who could travel to the Binghamton Hearing location but it would take 3 hours one way from our main office.	This will be reviewed on a case by case basis.
2	Section 2.6 of the RFP refers to Electronic Submission of bills and provides a link to a page that appears to be related to the submission of medical bills: https://ww3.nysif.com/Home/MedicalProvider/SubmitAMedicalBill . Will clarification regarding the electronic submission of bills be provided?	The awarded firms will receive instruction on how to electronically submit bills tailored to this RFP.
3	It appears that Section 3.1.1 of the RFP needs to be corrected because it erroneously refers to Section 3.3 for additional information regarding Vendor Security to refer to Section 3.2.	Section 3.1.1.1. has been revised to state, "Pass / Fail Evaluation: the technical evaluation team will inspect each Technical Proposal to determine if it contains responses to all of the mandatory requirements as described in section 2.1 of the RFP. Additional information regarding Appendix T, Vendor Security Survey, is included below in Section 3.2 . Please Note: Should a Bidder fail to meet any of the mandatory requirements (section 2.1), the Bidder will be disqualified, and no further evaluation or scoring will be completed."
4	I am completing my response to this request for proposal. APPENDIX S (CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE DISABLED VETERAN OWNED BUSINESSES (SDVOB)) The instructions tell me to speak to the Designated Contacts at NYSIF for guidance prior to submission of a request for a partial or total waiver. Elsewhere in the RFP bidders are advised not to call. As a result, I am sending this email requesting guidance. I want to request a full waiver of this requirement because we do not anticipate utilizing any subcontractors or suppliers to fulfill the requirements of this contract.	For purposes of this procurement, NYSIF conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: https://ogs.ny.gov/veterans/ . Should your firm be interested in utilizing SDVOB vendors, you should fill out the ST-100 outlining the SDVOB's information. It is not required that S-100 is filed out because we have no goals. In addition, as we currently do not have any goals on this procurement, a waiver is not necessary.
5	Regarding insurance the requirements; The nature of this contract would not warrant the need for General Liability Insurance or Automobile Insurance. This requirement would be unduly burdensome and costly. Can a waiver or contract amendment be made to dispense with the need for same?	NYSIF is not agreeable to removing General Liability or Auto insurance under this procurement. Bidders must list and clearly explain any and all exceptions and/or alternatives and/or caveats to any item contained in this RFP in the Comments and Limitations section of their Proposal. Please refer back to RFP Section 4.2.6. Please note, the Insurance Requirements outlined in Section 1.8. have been revised to the following: 1. Commercial General Liability Insurance with a limit of not less than \$1,000,000 each occurrence, with a limit of not less than \$2,000,000 aggregate. 2. Workers Compensation and NYS Disability Benefits, as required by New York State. 3. Comprehensive Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. 4. Professional Liability Insurance - The policy shall have limits of liability of not less than \$2,000,000 each occurrence, with a limit not less than \$2,000,000 aggregate. Please see the cover letter of Amendment #1 for additional information on revised Insurance Requirements.

**Legal Insurance Defense Outside Counsel
Services for Workers' Compensation Board Hearings and Depositions**

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6	Are the policy limit amounts for Professional Liability insurance coverage negotiable as most insurance carriers do not provide for those limits and an excess policy would be needed?	Bidders must list and clearly explain any and all exceptions and/or alternatives and/or caveats to any item contained in this RFP in the Comments and Limitations section of their Proposal. Please refer back to RFP Section 4.2.6. Please see Question #5 and the cover letter of Amendment #1 for revised Insurance Requirements.
7	Are there any incumbent vendors?	Not material to this RFP.
8	What are the names of your incumbent vendors?	Not material to this RFP.
9	What are the fee rates of your incumbent vendor(s)?	Not material to this RFP.
10	What metrics, results, and/or processes are you seeking to improve or enhance under this contract?	Not material to this RFP.
11	On average, how many depositions are assigned to each firm per month by region?	Deposition volume is subject to change. NYSIF cannot guarantee a set number of deposition assignments per month or a range of depositions per month. In person depositions are quite rare. The vast majority of depositions occur telephonically.
12	Can a firm decline an assignment and still be retained on the network?	Declinations of assignments are acceptable, frequency would be reviewed. Refer to section 2.1 item 6 for time frame for response to requests for services.
13	Will the winning vendor(s) use its own technology platform to provide updates, summaries, and results, or will email/telephone suffice as a means of communication?	As per section 2.2 Reports: The law firm MUST access and promptly input electronic file materials and reports into NYSIF's computer system.