



# New Jersey Turnpike Authority

1 TURNPIKE PLAZA - P.O. BOX 5042 - WOODBRIDGE, NEW JERSEY 07095  
TELEPHONE (732) 750-5300

PHILIP D. MURPHY  
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LIEUTENANT GOVERNOR

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JOHN M. KELLER, *Executive Director*

## ADDENDUM No. 1

### REQUEST FOR PROPOSALS FOR FINANCIAL ADVISORY SERVICES RM-159267

Respondents are hereby notified that the above-referenced Request for Proposals (“RFP”) is amended as follows:

1. **Section V.A.4 (page 28), should read: Commercial Crime Insurance.** The Consultant shall maintain commercial crime insurance covering the Consultant, its employees, agents and independent contractors for a minimum amount of \$2,000,000 per occurrence. This insurance shall be written on the latest ISO loss sustained form without any added restrictions or diminution in coverage (or a substitute form providing at least equivalent coverage). This insurance shall include coverage, at full policy limits, for the loss of assets owned by or for which Consultant is legally liable and loss resulting from computer fraud or fraudulent transfer instructions. This insurance shall include coverage for theft of the Authority’s funds by the Consultant, its employees, its agents and independent contractors. The Authority shall be named as loss payee, in its interests may exist, on this insurance. This insurance shall be endorsed to waive the insurance carrier’s right of subrogation against The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers. This insurance shall not contain any provision under which claims made by the Authority against the Consultant would not be covered due to the operation of an insured versus insured exclusion.
2. **Section V.A.5 (page 28), should read: Professional Liability Insurance.** Consultant shall maintain Professional Liability Insurance covering its errors and omissions and liability assumed under contract with a coverage limit of not less than \$2,000,000 each occurrence. This insurance shall be endorsed to apply as primary insurance and not contribute with any other insurance or self-insurance programs afforded to the Authority. This insurance shall be endorsed to waive the insurance carrier’s right of subrogation against The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers.

3. **Section V.A.6 (page 28), should read: Cyber Liability Insurance** Consultant shall maintain Privacy and Network Security insurance covering liability arising from (1) hostile action, or a threat of hostile action, with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible; and (2) computer viruses, Trojan horses, worms and any other type of malicious or damaging code; and (3) dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy, corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data; and (4) denial of service for which the Consultant is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system; and (5) loss of service for which the Consultant is responsible that results in the inability of a third party, who is authorized to do so, to gain access to a computer system and conduct normal internet or network activities; and (6) access to a computer system or computer system resources by an unauthorized person or persons or an authorized person in an unauthorized manner with a limit not less than \$2,000,000 per occurrence. This insurance shall provide coverage for personal injury (including emotional distress and mental anguish). This insurance shall not contain any provision under which claims made by the Authority against the Consultant would not be covered due to the operation of an insured versus insured exclusion.

**Receipt of Addendum No. 1 must be acknowledged in writing with the submission of the Proposal. Failure to acknowledge receipt of this Addendum will be construed as acknowledgement.**

There are no other changes to the RFP.

Very truly yours,

A handwritten signature in black ink that reads "Dale T. Barnfield". The signature is written in a cursive style with a large, looped "D" and "B".

Dale Barnfield, Director  
Procurement and Materials Management