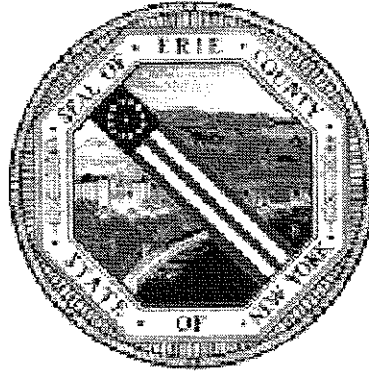




ERIE COUNTY

REQUEST FOR PROPOSAL (RFP)
TO PROVIDE INSURANCE BROKERAGE
SERVICES

RFP # 09111VF

March 24, 2009

CHERYL A. GREEN
ERIE COUNTY ATTORNEY
69 DELAWARE AVENUE, SUITE 300
BUFFALO, NEW YORK 14202

COUNTY OF ERIE, NEW YORK
REQUEST FOR PROPOSALS ("RFP")

RFP# 09111VF
TO PROVIDE INSURANCE
BROKERAGE SERVICES

I. INTRODUCTION

The County of Erie, New York (the "County") is currently seeking Proposal Statements from qualified brokers interested in serving as the County's insurance and risk management advisor and insurance broker. Proposers interested in serving as the County's insurance and risk management advisor and insurance broker are invited to respond to this request.

It is the County's intent to select the Proposer that demonstrates a proven record of utilizing risk management best practices for its clients and cost efficiencies to provide the best solution for the County's needs.

The County reserves the right to amend this RFP. The County reserves the right to reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive formalities, if such action is deemed to be in the best interest of the County. The County reserves the right to request additional information from any proposer. The County reserves the right to award negotiated contracts to one or more proposers, although the County strongly desires to award a contract to a single broker for all of the requested services.

This RFP is not intended and shall not be construed to commit the County to pay any costs incurred in connection with any proposal or to procure or contract with any firm.

The County will only contract with firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, citizenship status or any other status protected by New York State and Federal laws.

II. PROPOSAL PROCEDURES

A. ANTICIPATED SCHEDULE OF PROPOSAL

The following schedule is for informational purpose only. The County reserves the right to amend this schedule at any time.

Issue RFP:	March 27, 2009
Proposals Due:	April 9, 2009
Selection Made No Later Than:	Approximately April 30, 2009
Contract Signed:	Following all necessary County approvals

B. GENERAL REQUIREMENTS

1. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation.
2. One (1) original and three (3) copies shall be submitted. Proposals MUST be signed. Unsigned proposals will be rejected.
3. Submission of the proposals shall be directed to:

Cheryl A. Green, Esq.
Erie County Attorney
69 Delaware Avenue, Suite 300
Buffalo, New York 14202

All proposals must be delivered to the above office on or before April 9, 2009 at 5:00 P.M. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.

4. Requests for clarification of this RFP must be written and submitted to Martin A. Polowy, Esq., Second Assistant County Attorney at 69 Delaware Avenue, Suite 300, Buffalo, New York 14202, no later than 12:00 noon on April 3, 2009. Formal written responses will be distributed by the County on or before April 7, 2009. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.
5. Proposal finalists will be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Those proposers will be notified to arrange specific times.
6. No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

All proposers submitting proposals must include a fee proposal in a separate sealed envelope clearly labeled with the proposer name, due date of proposal, proposal name ("Single Broker, RFP # 09111VF") and Fee Proposal.

III. SCOPE OF PROFESSIONAL SERVICES REQUIRED

A. Objectives

- Maintain a consolidated insurance program with one broker.

- Performance based vendor compensation, based on mutually agreed upon objectives.
- Enhance the County's Risk Management Program utilizing current industry-wide best practices that will lead to improved effectiveness and efficiencies.
- Obtain future program results that are quantifiable and measurable.
- Maintain an insured program that is on a net of commission basis, with full disclosure of any contingent income. Affidavit attesting to these items will be required annually.

B. Background

1. Specific Program Information

A summary of the current insurance coverages is outlined in Schedule "A". [Although it is not a requirement, the County's current policies, policy applications, and specific loss information, may be reviewed by prospective proposers.] Review of such documents may provide a better understanding of the County's Risk Management process as well as the County in general. Appointments may be scheduled Monday through Thursday, 10:00 A.M. to 3:00 P.M. To set up an appointment, please contact Debra Werner at 858-2200.

2. Risk Financing

The County currently procures all of the coverage in Schedule "A" on [a guaranteed cost basis].

3. Current Consultant

Commercial Insurance Consultants, Inc.
5687 Main Street
Williamsville, NY 14221

4. Staffing

The County Attorney's Office is responsible for developing, recommending and supervising the administration of insurance and risk management for the County (e.g. continuously analyzing risks to be covered or self-assumed).

C. REQUIREMENTS

In addition to the objectives listed, the County is looking for a broker to staff, manage and assume responsibility as described below:

1. Experience/Capabilities

Proposals should specifically detail the background, experience and abilities that your firm has had in relation to:

- Similar size accounts
- Similar size exposures
- Municipal exposures
- Environmental exposures

2. Insured Program

The successful proposer will have the responsibility of acting as the County's insurance and risk management representative to the world insurance market. The County reserves the right to determine which coverages will be placed by the successful broker. As part of the annual insurance marketing process and in formulating a response, the following should be taken into account and addressed for each of the following lines of insurance the County currently holds:

- There will be no reduction in policy limits (as depicted in Schedule "A"), coverage terms and conditions, or increase in deductibles – unless the market conditions will not allow a similar renewal or without prior written approval of the County Attorney.
- Estimate premium savings or premium increases by policy and by specific coverage enhancements.
- Estimate the additional premium (if any) to reduce any of the retention levels under the property and liability coverages.
- Principal markets you would contact and the advantages and disadvantages of each option. All estimates should be "net" of any commissions. Your firm is not to contact any underwriters or markets. Any contact with underwriters or markets will result in your firm being disqualified from the RFP process. The County encourages your firm to present creative options.
- Can any of the current policies be consolidated, changed, or endorsed in order to obtain premium savings or increase the breadth of coverage.
- All insurance policies are to be placed with insurance companies that have an A.M. Best rating of at least A- with a financial size category rating of VIII. All carriers must be licensed to do business in New York State. Exceptions to this can be obtained via written approval by the County Attorney prior to placement of coverage.
- Use of wholesalers or intermediaries.
- Annual risk financing alternatives analysis and provide programmatic advice to the County that will serve to achieve the County's cost containment and program quality objectives.
- Proposer should address how it will write, issue and update publications describing the County's insurance policies. An insurance summary of each policy will be written which will include all pertinent information regarding limits, deductibles, perils, exclusions, etc.

The successful proposer should understand that on an annual basis, in advance of the renewal date of existing or new insurance policies and in conjunction with the County Attorney, the following activities are expected to be performed:

- Review of insurance market conditions in terms of capacity, pricing and limitations or extensions of coverages.
- Conduct a financial review of present or proposed insurance companies to confirm the current companies meet the financial stability requirements in this proposal.
- On an annual basis, conduct an exposure analysis and prepare reports of all exposures to accidental event risk loss which can be covered by insurance.
- Review all identified risks to determine if risks have increased or decreased.
- Compile information for underwriters in order for them to be able to fairly evaluate their exposures and accept the transfer of the County's risks.
- Review and document all placed policies, cover notes and binders to make sure they contain the correct information on pricing, terms, conditions and other relevant information.
- Annually, (if possible given market conditions) submit the following year's proposed insurance costs, no less than thirty (30) days prior to renewal.
- Annually, policies are to be received by the County within 45 days of the date they are obtained from underwriters by the successful proponent.

If any of the above poses a problem, it should be addressed within the firm's proposal.

3. Account Stewardship

A qualified insurance professional and back-up shall be designated to perform and manage a team of highly qualified account managers and insurance professionals to coordinate all activities associated with servicing the County. Account stewardship includes:

- Management Direction – the selected executive will manage all team members in order to ensure that the work performed by the team is of the highest quality, in total compliance with the terms and conditions of the contract, and all applicable insurance statutes and regulations.
- The development and implementation of a detailed account stewardship plan which should include, but not be limited to:

Account team composition, including education, qualifications, professional designations and affiliations and prior work experience, percent of time that will be devoted to the County, specific responsibilities and duties for each team member.

A detailed work plan which describes the account management team, work schedules, areas of concentration, timing, information requirements and marketing approach for the first year of the contract within the proposal. (This shall be updated annually thereafter.)

Overview on a quarterly basis, or at the direction of the County Attorney, the team will meet with the County Attorney to review all activities performed by the broker during the prior quarter. Any business concerns should be presented at this meeting with options and recommendations for changes.

Information regarding accessibility and availability of team members should be included.

- Annually, a formal account stewardship review with the County Attorney will be held. This review will focus on all the activities related to risk and insurance management that were performed during the prior contract year. The review will also focus on determining and agreeing upon the account management strategy for the upcoming contract year. This review strategy shall be held 120 days prior to renewal and include a discussion of an exposure analysis, alternative risk financing approaches, policy review, premium pricing, domestic and international market conditions and the County's decision points. The County reserves the right to change topics, change the number of meetings and set the date(s) of meetings.
- Accurate files are an absolute necessity for the risk and insurance management process. This process, along with the file, will be subject to inspection and audit on a periodic schedule by the County's Internal Audit Department, with advance written notice. An audit, if any, will solely encompass the scope of work provided by the broker to the County.

Follow-up files must be maintained to ensure that follow-up is given to the County Attorney in a punctual manner.

4. Risk Identification - General

The successful broker will work with the County and its insurance carriers and other services providers, if any, to identify and measure the impact of accidental loss. This process includes:

- Schedule meetings in addition to the quarterly overview meetings, if necessary, with the County Attorney to discuss risks and loss prevention efforts.
- Review and evaluate all leases and contracts as requested by the County and comment as necessary on insurance coverages and limits.
- Review of insurance company inspection reports.
- Maintain loss prevention information including detailed information on loss prevention recommendations, County's responses and follow-up activities.

5. Property Risk Control

The successful broker should explain the proposed assistance that they can provide with respect to Property Risk Control. This is specifically expected to include physical surveys with written comments by a qualified Property Risk Control Consultant.

6. Property Valuation

The successful broker should have the ability, at a future date, to provide a maximum property valuation exposure analysis for each location. The number of hours, or percentages of time that the County can utilize this professional should be identified, as well as their background and areas of expertise.

7. Liability Risk Control

The successful broker should explain the proposed assistance they can provide with respect to Liability Risk Control. This is expected to cover all areas of liability including general liability, environmental liability and automobile liability. This is specifically expected to include physical surveys with written comments by qualified Liability Loss Control Consultants. The number of hours, or percentages of time that the County can utilize this professional should be identified, as well as their background and areas of expertise.

8. Claims Management

The successful broker should explain the proposed assistance they can provide if first or third party claims occur. Specifically, Property Claims Consultants and Liability Claims Consultants, or other equally qualified specialists should be identified and explained. The number of hours, or percentage of time that the County can utilize this professional should be identified, as well as their background and areas of expertise.

9. Ancillary Services

The proposer should also address any other ancillary services they can provide which may be beneficial to the County. Any proprietary software capabilities that can be utilized should be explained. It should be clearly stated if these services are included or if they can be purchased optionally on an as needed basis. Costs for options must be included in the Cost Proposal.

10. General Program Support

- The successful broker should specifically be able to comment on the adequacy of insurance requirements for new tenants/contractors or service providers on an as needed basis and assist in developing contract or lease insurance requirements.
- Special Events – the successful broker should be able to assist in setting up insurance standards and comments on risk appetite for special events held on County property.

IV. STATEMENT OF RIGHTS

UNDERSTANDINGS

Please take notice, by submission of a proposal in response to this request for proposals, the proposer agrees to and understands:

- that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the County of Erie and is not a bid under Section 103 of the New York State General Municipal Law;
- submission of a proposal, attachments, and additional information shall not entitle the proposer to enter into an agreement with the County of Erie for the required services;
- by submitting a proposal, the proposer agrees and understands that the County of Erie is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County of Erie, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Erie County Legislature, the Erie County Fiscal Stability Authority, and the Office of the Erie County Attorney.

In addition to the foregoing, by submitting a proposal, the proposer also understands and agrees that the County of Erie reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:

- To reject any or all proposals;
- To issue amendments to this RFP;
- To issue additional solicitations for proposals
- To waive any irregularities in proposals received after notification to proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;

- To interview the proposer(s);
- To request or obtain additional information the County deems necessary to determine the ability of the proposer;
- To modify dates;
- All proposals prepared in response to this RFP are at the sole expense of the proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- While this is an RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline

EVALUATION

- Evaluation criteria are not necessarily listed in order of importance. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate.

The following criteria, not necessarily listed in order of importance, will be used to review the proposals. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate:

- Proposer's demonstrated capability to provide the services.
- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.
- Proposer's experience to perform the proposed services.
- Proposer's financial ability to provide the services.
- Evaluation of the proposer's fee submission. It should be noted that while price is not the only consideration, it is an important one.
- A determination that the proposer has submitted a complete and responsive proposal as required by this RFP.
- An evaluation of the proposer's projected approach and plans to meet the requirements of this RFP.

- The proposer's presentation at and the overall results of any interview conducted with the proposer.
- Proposers MUST sign the Proposal Certification attached hereto. Unsigned proposals will be rejected.
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

CONTRACT

After selection of the successful proposer, a formal written contract will be negotiated by the County of Erie and the successful broker and will not be binding until signed by both parties and, if necessary, approved by the Erie County Legislature, the Erie County Fiscal Stability Authority and the Office of the County Attorney. **NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE ERIE COUNTY LEGISLATURE AND/OR THE ERIE COUNTY FISCAL STABILITY AUTHORITY FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE AND/OR AUTHORITY MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.**

The term of the contract shall be for a three (3) year period commencing June 1, 2009 and terminating at 12:01 A.M. on May 31, 2012. The County, in its sole discretion, may extend the agreement beyond its initial term for up to two (2) additional one-year periods at the same prices and conditions.

INDEMNIFICATION AND INSURANCE

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

"In addition to, and not in limitation of the insurance requirements contained herein the Broker agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Broker shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Broker or third parties under the direction or control of the Broker; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

Upon execution of any contract between the proposer and the County, the proposer will be required to provide proof that it has applicable insurance coverages in the types and amounts as described in Schedule "B", with the exception of professional liability insurance coverage in which the successful proposer will be required to provide proof of coverage in an amount no less than three million (\$3,000,000) dollars per occurrence and aggregate.

Insurance coverage in amount and form shall not be deemed acceptable until approved by the County Attorney.

RECORDS

All records compiled by the broker in completing the work described in this Agreement including, but not limited to, written reports, source codes, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The broker may retain copies of such records for its own use.

NON-COLLUSION

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the County of Erie, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

CONFLICT OF INTEREST

All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County of Erie. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

There shall be no conflicts in existence during the term of any contract with the County. The existence of a conflict shall be grounds for termination of a contract.

COMPLIANCE WITH LAWS

By submitting a proposal, the proposer represents and warrants that it is familiar with all federal, state and local laws and regulations and will conform to said laws and regulations. The

preparation of proposals, selection of proposers and the award of contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

CONTENTS OF PROPOSAL

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84 et seq., mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

a) insert the following notice in the front of its proposal:

"NOTICE

The data on pages ____ of this proposal identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer's competitive position.

The proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the County considers proper under the law. If the County enters into an agreement with this proposer, the County shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law."

and

b) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page " *** THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW."**

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The contents of the proposal which is accepted by the County, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 days from the proposal date.

PROPOSER CERTIFICATION

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the County of Erie and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the County of Erie for the required services. The undersigned agrees and understands that the County of Erie is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the County of Erie, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the County of Erie and, if necessary, approved by the Erie County Legislature and Erie County Fiscal Stability Authority and the Office of the County Attorney.

It is understood and agreed that the County of Erie reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the County of Erie reserves all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County of Erie is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Proposer Name

By: _____
Name and Title

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS

County of Erie Standard Insurance Certificate

LAW-1 INS (Rev. 3/05)

This certificate does not amend, extend or alter the coverage afforded by the standard form policies listed below.



I Insured Name _____ Address _____ Zip _____ Phone No. _____	III Companies Affording Coverages A _____ B _____ C _____ D _____
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IV This is to certify that the policies listed below have been issued to the insured named above and are in force at this time.

Indicate Type of Insurance By Checking the Box		Policy Number	Effective Date & Expiration	Limits of Liability in Thousands		
				Check the Box	Occurrence	Aggregate
Company Letter - from III above	1. General Liability ☐ Comprehensive Form ☐ Premises and Operations ☐ Products/Completed Operations ☐ Independent Contractors ☐ Contractual ☐ Personal Injury ☐ Broad Form Property Damage ☐ Explosion, Collapse ☐ Underground Hazard			☐ Bodily Injury ☐ Property Damage OR ☐ Combined Single Limit		
	2. Automobile Liability ☐ Comprehensive Form OR ☐ Schedule Form ☐ Owned ☐ Hired ☐ Non-owned			☐ Bodily Injury ☐ Property Damage OR ☐ Combined Single Limit		
	3. Excess Liability ☐ Umbrella Form OR ☐ Other than umbrella ☐ auto ☐ general ☐ both			Bodily Injury & Property Damage Combined \$ _____ Self Insured Retention \$ _____		
	4. Worker's Compensation & Employer's Liability Disability Benefits			Statutory		
	5. Other ☐			Statutory		

V. County of Erie is included as an additional insured under the following Policy numbers:

VI. Description of Operations: It is understood that this coverage on behalf of the insured is for all locations in the County of Erie, NY.

VII. Cancellation/Non-Renewal: Should any of the policies noted above be cancelled before expiration thereof or not renewed by the insured, the issuing company will endeavor to mail _____ days advance written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

VIII. Name and Address of Certificate Holder & Recipient of Notice: County of Erie c/o Department of Law 89 Delaware Avenue Suite # 300 Buffalo, NY 14202 716-859-2200	Date Issued _____ Auth. Representative _____ Firm name & address _____ _____ _____
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FOR COUNTY USE ONLY:	Name of County Dept. Requesting Certificate	_____
	Purchase Order or Contract Number	_____
	Vendor Insurance Classification	_____

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.
- II. CERTIFICATES OF INSURANCE
 - A. Shall be made to the "County of Erie, Dept. of Law, Suite 300, 69 Delaware Ave., Buffalo, N.Y. 14202."
 - B. Coverage must comply with all specifications of the contract.
 - C. Executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to : County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.
- IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concession-Aires Services	F Livery Services	G All Purposes Public Entity Contracts
Comp. Gen. Liab.	\$1,000,000	\$500,000 CSL	\$500,000 CSL	\$1,000,000	\$500,000 CSL	\$1,000,000	\$500,000 CSL
- Prem. & OPS	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Prods. & Comp. OPS	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Independ. Contract	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Contractual	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Broad Form P.D.	INCLUDE	Note: Comprehensive Form Not Required					See note below
- X.C.U.							
- Personal Injury			INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Liquor Law				INCLUDE	see note below		
- Host Liquor							INCLUDE
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
- Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess Umbrella Liab.	\$1,000,000 see note below	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000 see note below
Worker's Compensation & Employers Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Professional Liab.			\$1,000,000				
Erie County To Be Named Add'l Insd. On	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

* Construction contracts require excess Umbrella Liability limits of \$3,000,000.

** Snow removal contracts require evidence of broad form property damage.

*** In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.

**** Transportation of people in buses, vans or station wagons requires \$3,000,000 excess liability.

NOTE: Workers Compensation & Employers Liability plus NYS Disability Benefits does not apply to self employed individuals.

V. In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the standards printed above.

VI. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.

SCHEDULE "A"

ERIE COUNTY

COVERAGE SUMMARY - BY ENTITY LINE OF COVERAGE as of 3/24/2009

Contacts All Placements: Cheryl Green Pnn: 716-858-2200 e-Mail: cheryl.green@erie.gov
Neil Sullivan Pnn 716-858-8463 e-Mail: sullivan@erie.gov

Project Name	Coverage	Eff Date	Exp Date	Carrier	Policy #	Agent	Premium
ERIE COUNTY - COURT BUILDING, SCHOOL 84, CORRECTIONAL FACILITY (& COUNTY HOME), STADIUM, BOTANICAL GARDENS							
Contact - Marty Polowy 716-858-2233 e-Mail - polowym@erie.gov							
Court							
Correctional Facility							
School 85							
Stadium							
Botanical Gardens	Property - incl B&M	3/11/2009	3/11/2010	Travelers	TBD	Vanier	\$181,668
ERIE COUNTY SEWER DISTRICT							
Contact - Matt Salah- Department of Sewerage 716-858-8990 e-Mail - salahm@erie.gov & Marty Polowy 716-858-2233 e-Mail - polowym@erie.gov							
Greg Dudek e-Mail - dudekg@erie.gov							
Erle County Sewer District	Property / Boiler & Machinery	1/1/2008	3/4/2009 7/1/2009	Fremans Fund	S 05 MXX 80884827	FNRM Annual 1.1.08 - 08 TRIA NYS Fire	\$191,098 \$127,500 NC \$358
COUNTY OF ERIE - CRIME							
Contact - Neil Sullivan - 716-858-8463 E-Mail - sullivan@erie.gov & Cheryl Green (716) 858-2200 e-Mail - Cheryl.Green@erie.gov							
County of Erie							
County of Erie DMV							
County of Erie Sheriffs Dept	Employee Theft						
County Attorney's Office	Forgery Money & Securities	5/19/2008	5/19/2010	Fidelity & Deposit of MD (Zurich)	CCP 0013821 12	McManus Pearl Gessl, Inc.	\$24,134
ERIE COUNTY COMMUNITY COLLEGE							
Contact - Paul Danieau, ECC Business Manager 716-851-1886 e-Mail - danieau@ecc.edu							
Erle Community College	Automobile	8/25/2008	8/25/2009	Travelers Property Casualty	Y810498D/506T1	Scott Danahy Naylor	\$5,494
Erle Community College	Package - Prop. Gl. B&M, CEO	8/25/2008	8/25/2009	Charter Oaks Fire Ins	Y630498D/499CO	Scott Danahy Naylor	\$166,379
Erle Community College	Umbrella	8/25/2008	8/25/2009	Castle Point Insurance	CXG28-00468	Scott Danahy Naylor	\$20,792
Erle Community College	D&O	9/18/2008	9/18/2009	Executive Risk Indemnity	TBD	Scott Danahy Naylor	\$8,662
ERIE COUNTY TOBACCO ASSET SECURITIZATION CORP (ECTASC)							
Contact - Cheryl Green (716) 858-2200 e-Mail - Cheryl.Green@erie.gov							
Marty Polowy 716-858-2233 e-Mail - polowym@erie.gov							
Erle County Tobacco Asset Securitization Corp	Directors & Officers Liability	10/30/2008	10/30/2009	Philadelphia	PHSD972714	Lawley	\$20,902
COUNTY OF ERIE PUBLIC LIBRARY (ERIE CO. LIBRARY) / BUFFALO & ERIE COUNTY PUBLIC LIBRARIES							
Contact - Kenneth Stone 716-858-7170 e-Mail - stonek@buffalolib.org							
Erle County Library	Rare Book Policy	12/9/2008	12/9/2009	Hartford Fire Insurance Co.	01 MS TX9779 KI	Scott Danahy Naylor	\$24,201

ERIE COUNTY

COVERAGE SUMMARY - BY ENTITY LINE OF COVERAGE 1998 - 2008

Contacts All Placements: Cheryl Green Phn: 716-858-2200 e-Mail: cheryl.green@erie.gov
Neil Sullivan Phn 716-858-2463 e-Mail: sullivan@erie.gov

Project Name	Coverage	Eff Date	Exp Date	Carrier	Policy #	Agent	Premium
ERIE COUNTY - PROPERTY Court Bldg, School 84, Correctional Facility, Stadium, Botanical Gardens Contact: Marty Polowy 716-858-2233 email - polowy@erie.gov							
Court	Property - Incl B&M	3/11/2008	3/11/2009	Lexington (AIG)	3113003	Vanner	\$150,500
Correctional Facility	Summary of 2007 Renewal: The County decided to seek combined placement for all insured properties: Court Bldg, School 84, Correctional Facility, Stadium, Botanical Gardens. Historically, the pricing has been aggressive even in the hard market. However, the current softening of the property markets presented an excellent opportunity to pursue improved pricing through a competitive renewal. Therefore, invitations were sent to five local brokers considered to have ability to leverage current County placements for this renewal, bring in new effective competition and promote the best agency experience, staff and stability to properly service the County's insurance needs for the subject properties. Invitations were sent to: Lawley, Scott Danahy, Naylon, Vanner, Liberty Mutual, FNRM. The competitive renewal effort resulted in three competitive bids from (Travelers - Lawley; Great Northern-FNRM; Lexington - Vanner). Due to pricing and scope of coverage considerations, coverage was placed with Lexington through Vanner						
ERIE COUNTY - COURT BUILDING, SCHOOL 84, CORRECTIONAL FACILITY (& COUNTY HOME) Contact - Marty Polowy 716-858-2233 e-Mail - polowy@erie.gov							
Correctional Facility	Property	10/10/2007	3/11/2008	The Travelers Insurance Company	KTKCMB545D710007	Lawley	\$32,706
School 84	Summary of 2007 Marketing Efforts County requested that all Property coverages be insured under one policy. A request was made to Vanner as to whether or not these properties could be endorsed to the Stadium/Botanical Gardens policy written w/ Travelers. Due to scope of coverage differences, Travelers was not willing to amend the aforementioned policy. In order to achieve this goal, coverage for the Courts, Correctional Facility and School 84 needed to be extended through 3/11/08 to establish a common effective date with other County property coverages. The extension was coordinated through the Incumbent broker/carrier.						
Court Building	Property	10/10/2006	10/10/2007	The Travelers Insurance Company	KTK-CMB-545D710-0-06	Lawley	\$73,384
Correctional Facility	Property	10/10/2005	10/10/2006	The Travelers Insurance Company	KTK-CMB-545D710-0-05	Lawley	\$73,384
School 84	Property & Inland Marine	10/10/2004	10/10/2005	The Travelers Insurance Company	KTK-CMB-545D710-0-04	Lawley	\$103,176
Court	Property & Inland Marine	10/10/2003	10/10/2004	Travelers		Lawley	\$108,194
County Home	Property & Inland Marine	10/10/2002	10/10/2003	Chubb Custom Insurance Company (Chubb)	7952-6725	Lawley	\$124,855
Correctional Facility	Property & Inland Marine	10/10/2001	10/10/2002	Coregis Insurance (GE Capital)	#651-020119	Lawley	\$111,764
Court	Builders Risk/Policy A	8/23/2002	4/23/2004	Travelers Property Casualty Co. of America	QT-660-173D8858-TIL-02	Lawley	\$134,651

ERIE COUNTY

COVERAGE SUMMARY - BY ENTITY LINE OF COVERAGE 1998 - 2008

Contacts All Placements: Cheryl Green Phn: 716 858-2200 e-Mail: cheryl.green@erie.gov
Neil Sullivan Phn 716-858-8463 e-Mail: sullivan@erie.gov

Project Name	Coverage	Eff Date	Exp Date	Carrier	Policy #	Agent	Premium
Erie County Courts Renovation Project	Builders Risk/Policy B 25 Delaware 95 Franklin 77 W. Eagle	4/23/2004	3/23/2005	Travelers Property Casualty Co. of America	QT-660-173D8846-TL-04	Lawley	\$69,857

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS

County of Erie Standard Insurance Certificate

LAW-1 IN-5 (Rev. 3-05)

This certificate does not amend, extend or alter the coverage afforded by the standard form policies listed below.



I Insured Name _____ Address _____ Zip _____ Phone No. _____	III Companies Affording Coverages A _____ B _____ C _____ D _____
II Issuing Agency Name _____ Address _____ Zip _____ Phone No. _____	

IV This is to certify that the policies listed below have been issued to the insured named above and are in force at this time.

Indicate Type of Insurance By Checking the Box		Policy Number	Effective Date & Expiration	Limits of Liability in Thousands		
				Check the Box	Occurrence	Aggregate
Company Letter - from III above	1. General Liability ☐ Comprehensive Form ☐ Premises and Operations ☐ Products/Completed Operations ☐ Independent Contractors ☐ Contractual ☐ Personal Injury ☐ Broad Form Property Damage ☐ Explosion, Collapse ☐ Underground Hazard			☐ Bodily Injury ☐ Property Damage OR ☐ Combined Single Limit		
	2. Automobile Liability ☐ Comprehensive Form OR ☐ Schedule Form ☐ owned ☐ hired ☐ non-owned			☐ Bodily Injury ☐ Property Damage OR ☐ Combined Single Limit		
	3. Excess Liability ☐ Umbrella Form OR ☐ other than umbrella ☐ auto ☐ general ☐ both			Bodily Injury & Property Damage Combined \$ _____ Self Insured Retention \$ _____		
	4. Worker's Compensation & Employer's Liability Disability Benefits			Statutory Statutory		
	5. Other ☐					

V County of Erie is included as an additional insured under the following Policy numbers:

VI Description of Operations: It is understood that this coverage on behalf of the insured is for all locations in the County of Erie, NY.

VII Cancellation/Non-Renewal: Should any of the policies noted above be cancelled before expiration thereof or not renewed by the insured, the issuing company will endeavor to mail _____ days advance written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

VIII Name and Address of Certificate Holder & Recipient of Notice: County of Erie c/o Department of Law 89 Delaware Avenue Suite # 300 Buffalo, NY 14202 716-859-2200	Date issued _____ Auth. Representative _____ Firm name & address _____ _____ _____
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FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate	
Purchase Order or Contract Number	
Vendor Insurance Classification	

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.
- II. CERTIFICATES OF INSURANCE
 - A. Shall be made to the "County of Erie, Dept. of Law, Suite 300, 69 Delaware Ave., Buffalo, N.Y. 14202."
 - B. Coverage must comply with all specifications of the contract.
 - C. Executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.
- IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concession-Aires Services	F Livery Services	G All Purposes Public Entity Contracts
Comp. Gen. Liab.	\$1,000,000	\$500,000 CSL	\$500,000 CSL	\$1,000,000	\$500,000 CSL	\$1,000,000	\$500,000 CSL
- Prem. & OPS	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Prods. & Comp. OPS	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Independ. Contract	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Contractual	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Broad Form P.D.	INCLUDE	Note: Comprehensive Form Not Required					See note below
- X C.U.							
- Personal Injury			INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Liquor Law				INCLUDE	see note below		
- Host Liquor							INCLUDE
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
- Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess Umbrella Liab.	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	see note below						see note below
Worker's Compensation & Employers Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Professional Liab.			\$1,000,000				
Erie County To Be Named Add'l Insd. On	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

* Construction contracts require excess Umbrella Liability limits of \$3,000,000.

** Snow removal contracts require evidence of broad form property damage.

*** In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.

**** Transportation of people in buses, vans or station wagons requires \$3,000,000 excess liability.

NOTE: Workers Compensation & Employers Liability plus NYS Disability Benefits does not apply to self employed individuals.

V. In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the standards printed above.

VI. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.