



# ERIE COUNTY

## REQUEST FOR PROPOSAL (RFP) TO PROVIDE REAL ESTATE MARKET ANALYSIS SERVICES

**RFP #1436VF**

**NOVEMBER 7, 2014**

**DEPARTMENT OF ENVIRONMENT AND PLANNING  
EDWARD A. RATH COUNTY OFFICE BUILDING  
95 FRANKLIN STREET  
BUFFALO, NEW YORK 14202**

**COUNTY OF ERIE, NEW YORK**  
**REQUEST FOR PROPOSALS (“RFP”)**

**RFP# 1436VF**  
**TO PROVIDE REAL ESTATE MARKET ANALYSIS SERVICES**

**I. INTRODUCTION**

The County of Erie, New York (the “County”) is currently seeking Proposal Statements from qualified site selectors, real estate market research firms and agribusiness consultants interested in providing agribusiness market analysis and site selection services for determination of appropriate site (s) for an Erie County Agribusiness Park. This Study will provide guidance for the attraction and siting of agribusiness companies within Erie County.

The consultant is expected to provide Erie County specific market analysis and information pertinent towards the attraction of agribusiness companies. Agribusiness sub sectors shall be identified to focus attraction efforts. Sites will be narrowed down to several site alternatives. Chosen site(s) will be analyzed relative to ownership options, gap areas and marketing needs.

Proposers interested in providing real estate market analysis services are invited to respond to this request.

It is the County's intent to select the Proposer that provides 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.

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: November 7, 2014

Optional Pre-Proposal Meeting 10:00 a.m. on November 20, 2014

Proposals Due: 3:00 p.m. on December 5, 2014  
Selection Made: Forty five (45) days following due date  
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 seven (7) copies shall be submitted. Proposals MUST be signed. Unsigned proposals will be rejected.
3. Submission of the proposals shall be directed to:

**Mark Rountree  
Erie County Department of Environment & Planning  
95 Franklin Street  
Buffalo, New York, 14202**

**All proposals must be delivered to the above office on or before December 5, 2014 at 3:00 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 Mark Rountree at [mark.rountree@erie.gov](mailto:mark.rountree@erie.gov) no later than 12:00 pm on November 25, 2014. Formal written responses will be distributed by the County on or before December 1, 2014. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.
5. Proposers may 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.
7. Certified Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) proposers should include the Erie County certification letter with the proposal.

8. If proposer is a Veteran Owned Business, proposer should include letter indicating company is 51% or more Veteran-owned.
9. **Proposers are encouraged to attend the optional pre-proposal meeting which will be held at 10:00 am on November 20, 2014 at Room 1004, 10<sup>th</sup> Floor, 95 Franklin Street, Buffalo, NY 14202.**
10. **All proposers submitting proposals must include a cost proposal in a separate sealed envelope clearly labeled with the proposer name, due date of proposal, proposal name “Erie County Agribusiness Park Feasibility Study RFP # 1436VF ” and Cost Proposal.**

### **III. SCOPE OF PROFESSIONAL SERVICES REQUIRED**

**The following is a description of the Services to be performed and completed by the successful Firm:**

#### **1) Overall Project Expectations**

- a. Conduct site visit(s) to become familiar with existing conditions.
- b. Organize and conduct three Steering Committee meetings with all involved parties
- c. Minutes of Steering Committee meetings, relevant interviews and public information meetings and other meetings shall be produced and distributed in a timely manner
- d. All payment applications made by the consultant and any sub-consultants must be submitted to the County in a format acceptable by the County for reimbursement of funds.

#### **2) Market Analysis (*Tasks include, but are not limited to*):**

- a. Review Buffalo Niagara Enterprise's "[Agriculture Dependent Economic Development for Western NY](#)"
- b. Contact and interview industry contacts and summarize information
- c. Perform a Erie County agribusiness strengths, weaknesses, opportunities (SWOT) analysis
- d. Define target market - Identification of specific agribusiness sub-sector sectors where Erie County possesses locational advantages
- e. Conduct a public meeting presenting the preliminary findings of the market analysis and solicitation of public comments.
- f. Product – Memorandum #1 - Erie County Agribusiness Market Analysis

#### **3) Site Specifications of Agribusiness Users**

- a. Determine the general site specifications of targeted agribusinesses including but not limited to:
  - i. Sewage and other waste
  - ii. Water

- iii. Electricity
- iv. Natural gas
- v. Site size – typical parcel sizes
- vi. Employee and business operation transportation needs
- vii. Zoning
- b. Product – Memorandum #2 - Site Specifications of Agribusiness Users in Targeted Sectors

**4) County Sites Analysis**

- a. Create site review criteria with guidance from Steering Committee
- b. Review existing and proposed industrial parks as determined by the Steering Committee
- c. Parks will be evaluated and ranked based upon the review criteria
- d. Park rankings will be evaluated with input and guidance from the Steering Committee
- e. Product – Memorandum #3 – County Industrial Park Analysis

**5) Preferred Site (s) Analysis**

- a. Sites will be narrowed down to the preferred site or sites.
- b. The preferred site (s) will be analyzed in the following areas:
  - i. Gap analysis- site needs to be shovel ready
  - ii. Cost estimates of needed improvements
  - iii. Development options and costs
  - iv. Ownership Analysis
  - v. Project readiness
- c. Product – Memorandum #4 – Preferred Site (s) Analysis

**6) Final Erie County Agribusiness Park Feasibility Plan**

- a. Compile memorandums #1- 4 into a draft report format for review by the Steering committee.
- b. Inventory all funding sources available for implementation of recommended plan actions
- c. Present draft report at a public meeting and solicit comments
- d. Final report shall provide recommendations to the County
- e. Solicit and ensure that all Steering Committee comments, feedback and changes are incorporated into the final documents.
- f. Product – Final Erie County Agribusiness Park Feasibility Plan

**Chosen Site (alternate)**

- a. Development of a Generic Environmental Impact Statement (GEIS) per site
- b. Concept plan per site
- c. Development of marketing brochure per site

This Scope of Work has been prepared as a proposal guideline. It is the respondent's responsibility to add any other consultant services that the consultant feels would be necessary to complete the project.

**BACKGROUND/EXPERTISE OF PARTICULAR VALUE:**

- Site planning, in particular as it relates to industrial and office parks in the past 10 years
- Real estate development, specifically development of sites utilized by agribusiness companies.
- Site selection experience
- Experience in agribusiness projects in the past 10 years.
- Background in similar projects of this nature.
- Experience with projects within the County of Erie in the past 10 years.

Firms should only include project experience from staff that are still currently with the firm.

**GENERAL PROPOSAL REQUIREMENTS:**

**Experience of Firm/Project Team**

Project teams are encouraged to apply. Firms, or their principals responding to this RFP, must be licensed to practice in New York State. Proposals should include an organizational chart, identifying the project manager and team members, with their titles. All proposed sub-consultants must also be identified, along with their project managers and key personnel.

**Experience, Depth and Breadth of Personnel**

The project team should have a full-range of relevant site planning, real estate and agribusiness expertise. Primary personnel in each of the noted disciplines must be identified by name and office location, with resumes included, and should demonstrate satisfactory experience in the past 10 years and depth in each of the required disciplines. References to previous work should include the date of the work and the consultant role.

**C. Approach and Methodology/ Understanding of Project Goals**

Respondents to this RFP should include a narrative explaining their approach. The narrative should outline the products and tasks to be provided in response to the recommended Scope of Work outlined above.

**D. Cost and Budget**

The Consultant contract will be a fixed-price or lump sum cost contract. Therefore, all proposals must contain a Lump Sum Cost Proposal for the scope of services delineated, inclusive of all expenses (there will be no reimbursables). Proposals must include a breakdown by cost and man hours for the categories outlined. Submit cost proposal in a separate sealed envelope along with the proposal for services.

For the purposes of the proposal submittal, the following categories should be delineated in a **Fee Chart**, showing a lump sum amount for each category:

1. **Erie County Agribusiness Park Feasibility Study**
2. **Scope Alternate 1: Development of a Generic Environmental Impact Statement (GEIS) per site**
3. **Scope Alternate 2: Development of a Conceptual Development Plan per site**
4. **Scope Alternate 3: Development of a Marketing Brochure per site**

#### **E. Hourly Personnel Rates**

As a supplement, a schedule of billable rates for all key personnel (Principal-in-Charge, Project Manager, primary personnel for each design discipline, etc.) must be included in the proposal. Proposals must also include the ranges of billable rates for technical staff and support personnel.

#### **F. Schedule**

The anticipated schedule for the project is:

RFP Due Date	12/5/14
Award Planning Contract	1/15/15
Project Initiation	2/9/15
Draft Plan	8/3/15
Final Plan (100%) Submission	10/5/15

### **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 a 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**

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 as Schedule "A". 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 prepared by the County of Erie 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 One (1) year period commencing \_\_\_\_\_, 20\_\_ and terminating \_\_\_\_\_, 20\_\_ The County, in its sole discretion may extend the agreement beyond its initial term for up to two (2) additional 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 Consultant agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Consultant 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 Consultant or third parties under the direction or control of the Consultant; 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 of the insurance coverage described in Schedule “B”.

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

## **INTELLECTUAL PROPERTY RIGHTS**

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

All deliverables created under this Agreement by the Consultant are to be considered “works made for hire”. If any of the deliverables do not qualify as “works made for hire”, the Consultant hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Consultant agrees to assist the

County, if required, in perfecting these rights. The Consultant shall provide the County with at least one copy of each deliverable.

The Consultant agrees to indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Consultant agrees to enable the County's continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records compiled by the Consultant 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 Consultant 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.

**SCHEDULE "A"**

**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. 3/06)



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

<b>I Insured</b> Name _____ Address _____ Zip _____ Phone No. _____	<b>III Companies Affording Coverages</b> A _____ B _____ C _____ D _____
<b>II Issuing Agency</b> 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
<b>Company Letter - from III above</b> <b>1. General Liability</b> <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Premises and Operations <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Contractual <input type="checkbox"/> Personal Injury <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Explosion, Collapse <input type="checkbox"/> Underground Hazard			<input type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage  <b>OR</b> <input type="checkbox"/> Combined Single Limit		
<b>2. Automobile Liability</b> <input type="checkbox"/> Comprehensive Form <b>OR</b> <input type="checkbox"/> Schedule Form <input type="checkbox"/> owned <input type="checkbox"/> hired <input type="checkbox"/> non-owned			<input type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage <b>OR</b> <input type="checkbox"/> Combined Single Limit		
<b>3. Excess Liability</b> <input type="checkbox"/> Umbrella Form <b>OR</b> <input type="checkbox"/> other than umbrella <input type="checkbox"/> auto <input type="checkbox"/> general <input type="checkbox"/> both			Bodily Injury & Property  Damage Combined \$ _____  Self Insured Retention \$ _____		
<b>4. Worker's Compensation &amp; Employer's Liability Disability Benefits</b>			Statutory  Statutory		
<b>5. Other</b> <input type="checkbox"/>					

**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.

<b>VIII. Name and Address of Certificate Holder &amp; Recipient of Notice:</b> County of Erie c/o Department of Law 89 Delaware Avenue Suite # 300 Buffalo, NY 14202 716-858-2200	Date Issued _____ Auth. Representative _____ Firm name & address _____ _____ _____
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**FOR COUNTY USE ONLY:**

Name of County Dept. Requesting Certificate	_____
Purchase Order or Contact 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.