COUNTY OF ERIE OFFICE OF COMPTROLLER 95 FRANKLIN STREET BUFFALO, NY 14202

#### REQUEST FOR PROPOSALS County of Erie, New York External Quality Review – Division of Audit

The Erie County Comptroller is seeking proposals from professional accounting or auditing firms to conduct an external quality review ("peer review") of the County's Division of Audit and Control. The RFP (#2024-024VF) can be found at: <u>https://www4.erie.gov/comptroller/</u> and <u>https://www3.erie.gov/purchasing/requests-proposals-construction-bids</u>.

All correspondence, communications and/or contact with the County regarding any aspect of this proposal shall be made to Mary Nytz-Hosler, Deputy Comptroller-Audit. Prospective respondents or their representatives shall not contact or communicate with any representatives of the County, including employees and consultants, other than the designated person regarding any aspect of this proposal.

Final sealed proposals are due to the Erie County Comptroller at the same address by 3:00 pm (EDT) on May 15, 2024.

Erie County reserves the right to reject any and all proposals and waive any informality.

Kevin R. Hardwick Erie County Comptroller



### **ERIE COUNTY COMPTROLLER'S OFFICE**

# REQUEST FOR PROPOSALS EXTERNAL QUALITY REVIEW OF THE DIVISION OF AUDIT AND CONTROL

# April 5, 2024 RFP # 2024-024VF

KEVIN R. HARDWICK, PH.D. ERIE COUNTY COMPTROLLER 95 FRANKLIN STREET, ROOM 1100 BUFFALO, NEW YORK 14202

Page 2 of 14

#### I. INTRODUCTION

The Erie County Comptroller's office is seeking proposals from professional accounting/auditing firms to conduct an external quality review of the Erie County Comptroller's Division of Audit and Control (the "Division.") The Division's last quality control review was completed in 2021 for the three-year period ended December 31, 2020. This RFP is for a review for the period January 1, 2021-December 31, 2023.

The review shall be completed in compliance with the Government Accountability Office's Government Auditing Standards – 2018 Revision (Yellow Book) following the guidelines contained in the National Association of Local Government Auditors Quality Control Review Guide.

The review should be completed by October 1, 2024 with a final report issued no later than December 1, 2024. Attached is background information concerning the Division.

#### **II. PROPOSAL PROCEDURES**

#### A. ANTICIPATED SCHEDULE OF PROPOSAL

Issue RFP:	April 5, 2024
Proposals Due:	May 15, 2024, 3 p.m. EDT
Selection Made:	As soon as possible.
Contract Signed:	Following All Necessary County Approvals

#### **B. REQUIREMENTS**

If you chose to respond, please submit three (3) copies of your proposal to the Erie County Comptroller's Office, 95 Franklin Street, 11th Floor, Buffalo, NY 14202 attention Comptroller Kevin R. Hardwick, by 3:00 pm (EDT) on May 15, 2024. Please clearly mark on your envelope "RFP – Peer Review."

If you have any questions concerning this RFP please contact Mary Nytz-Hosler, Deputy Comptroller-Audit, via email at <u>Mary.Nytz-Hosler@erie.gov</u>.

#### C. RIGHT OF REJECTION BY THE COUNTY

Notwithstanding any other provisions of this RFP, the County reserves the right to award this contract to the firm that best meets the requirements of the RFP and not necessarily, to the lowest bidder. Further, the County reserves the right to reject any or all proposals prior to execution of the contract for any or no reason and without penalty to the County.

#### D. AWARD OF CONTRACT

Note: the most qualified firm may not be the firm with the lowest cost. The firm selected by the Comptroller's Office to be awarded this contract will be asked to enter into negotiations with Erie County, with the intention of awarding the contract. Neither the selection of a firm nor the issuance of a Notice of Award shall constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter into a services contract with the firm, as any binding arrangement must be set forth in definitive documentation signed by both parties and subject to all requisite approvals.

### E. CONTRACT NEGOTIATIONS

After issuance of the Notice of Award, the County intends to enter into contract with the winning firm who shall be required to enter into a written agreement, in a form approved by legal counsel for the County. The winning respondent's proposal or any part thereof, may be incorporated into and made a part of the final contract(s).

#### F. LEGISLATIVE APPROVAL

The County reserves the right to require that acceptance of any proposal and the execution of the contract are and shall be expressly subject to the approval of the Erie County Legislature.

#### **III. 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, and if necessary, 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 based on 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 their Proposal. 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 work 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, 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.

#### 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 as described in the attached Standard Insurance Certificate. Insurance coverage in amount and form shall not be deemed acceptable until approved by the County Attorney's Office.

#### 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.

#### EQUAL PAY CERTIFICATION

During the term of this Contract, the Consultant shall comply with Executive Order 13 (2014) (https://www2.erie.gov/exec/index.php?q=executive-order-013), and the Consultant shall make such records available, upon request, to Erie County's Division of Equal Employment Opportunity for review. Erie County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Consultant, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification (attached) and for any other purpose reasonably related to confirming the Consultant's compliance with Erie County Executive Order No. 13 (2014). Violation of the provisions of Executive Order 13 (2014), can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future County contracts.

#### 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.

#### **IV. BACKGROUND INFORMATION**

Chief Auditing Officer:	Comptroller Kevin R. Hardwick, Ph.D.
Audit Director:	Deputy Comptroller-Audit Mary Nytz-Hosler
Number of Audit Staff:	Eight staff including the Deputy Comptroller-Audit

Number of Reports Issued Annually: There were 12 audits issued within the period January 1, 2021 through December 31, 2023. The Division also conducts reviews and reports which are not audits and not subject to this "peer review."

Type of Audits Conducted: Performance 100%

The Audit Division certified no financial statements for the period of this peer review.

Reports issued to: Erie County Legislature

Copies of the last two peer reviews conducted for the County will be provided upon request.

Copies of all the Comptroller's audits since 2006 are available online at <u>https://www4.erie.gov/comptroller/audits-and-reviews</u>.

The RFP (#2024-024VF) should be included in any proposal.

#### **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 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 for the required services. The undersigned agrees and understands that the County 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, its directors, officers, employees or agents unless an agreement is signed by a duly authorized County officer and, if necessary, approved by the Erie County Legislature, the Office of the County Attorney and/or the Erie County Fiscal Stability Authority.

It is understood and agreed that the County 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 reserves all rights specified in the Request for Proposals (RFP).

It is understood and agreed that the undersigned, prior to entering into an agreement with Erie County, will properly execute the County of Erie Standard Insurance Certificate, and that it will be complete and acceptable to Erie County.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County 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	Corporation	Name
----------	-------------	------

By:

Name and Title of Officer Signing

#### ERIE COUNTY EQUAL PAY CERTIFICATION

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Equal Pay Law. We certify that we have not been the subject of an adverse finding under the Equal Pay Law within the previous five years and, in the alternative, if we were the subject of an adverse finding under the Equal Pay Law within the previous five years, we have annexed a detailed description of the finding(s). In addition, we have annexed a detailed description of any currently pending claims under the Equal Pay Law in which we are involved.

Signature

Verification

STATE OF \_\_\_\_\_\_) COUNTY OF \_\_\_\_\_\_) SS:

A)

\_\_\_\_\_\_, being duly sworn, states he or she is the owner of (or a partner in) \_\_\_\_\_\_\_, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B)

(Name of Corporate Officer)	, being duly sworn,
states that he or she is the (Title of Corporate Officer,	),
of (Name of Corporation)	, the enterprise making the
foregoing Certification, that he or she has read the C	ertification and knows its contents,
that the statements and representations made in the	e Certification are true to his or her own
knowledge, and that the Certification is made at the	direction of the Board of Directors of
the Corporation.	

Sworn to before me this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_



#### County of Erie Standard Insurance Certificate

The terms and conditions of the policy, certain policies may require an enforcement. A statement on his certificate does not confer rights to a conferring to a conferring the terms of the policy of	MPORTANT: If the certificate holder								-
					1. A SIGI	ement on or	is certificate does not co		ignes to th
Access	DUCER								
				A/C No. Ext					
UNED				ADDRESS					
UNRD     HIGURER &       HIGURER &     HIGURER &       HIGURER & <t< td=""><td></td><td></td><td></td><td></td><td>) #·</td><td></td><td></td><td></td><td></td></t<>					) #·				
Houses a					INS	URER(S) AFFOR	TOING COVERAGE		NAIC #
Instance c     Instance c       Instance c <td>IRED</td> <td></td> <td></td> <td>INSURER A</td> <td></td> <td></td> <td></td> <td></td> <td></td>	IRED			INSURER A					
CERTIFICATE NUMBER:      CERTIFICATE NUMBER:      VIERAGES      VIERAGES      VIERAGES      CERTIFICATE NUMBER:      VIERAGES				INSURER 8					
INSURER E           INSURARCE TO MICH IN THE POLICIES OF INSURANCE           INSURARCE TO MICH IN THE TEMPOLICIES OF INSURANCE           INSURARCE INSURARCE INSURARCE <td></td> <td></td> <td></td> <td>INSURER C.</td> <td></td> <td></td> <td></td> <td></td> <td></td>				INSURER C.					
Insurance           REVISION NUMBER:           REVISION NUMER:           REVI				INSURER D	P. C. C. Mark Statistics and spins				
DVERACES         CERTIFICATE NUMBER:         REVISION NUMBER:           NINICATE NUMBER         REVISION TO MUMERATE UNDERACE UNDER ONLY PERMISSIVED TO TE INSURED NUMBER DATES TO MUMERATE DELOW PARE           NINICATED NOTITITISTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO ALL THE TERM NUMBER         CONTACT SCORE TO MUCH TO MUT RESPECT TO ALL THE TERM SCOLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY TE POLICIES DESCRIBED REREIN IS SUBJECT TO ALL THE TERM SCOLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PADLOCIES DESCRIBED REREIN IS SUBJECT TO ALL THE TERM SCOLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PADLOCIES DESCRIBED REREIN IS SUBJECT TO ALL THE TERM SCOLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PADLOCIES DESCRIBED REREIN IS SUBJECT TO ALL THE TERM SCOLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PADLOCIES DESCRIBED REAL NORMER: GENERATE I           OBJECT ALMASHMARE         COUNT SUBJECT TO ALL THE TERM SCOLUS AND NUMBER         COUNTS DESCRIPTION TO ALMASH           OBJECT ALMASHMARE         COUNT SUBJECT TO ALL THE TERM SCOLUS AND NUMBER         COUNTS DESCRIPTION TO ALMASH         COUNTS DESCRIPTION TO ALMASH           OBJECT ALMASHMARE         COUNTS DESCRIPTION TO ALMASH         COUNTS DESCRIPTION TO ALMASH         COUNTS DESCRIPTION TO ALMASH           OUTOR DESCRIPTION TO ALMASH         MAY DESCRIPTION TO ALMASH         COUNTS DESCRIPTION TO ALMASH         COUNTS DESCRIPTION TO ALMASH         COUNTS DESCRIPTION TO ALMASH				INSURER E					
Design 50 CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO T E INSURED NAMED ABOVE FOR THE POLICY PERFUNCTOR THE ROLLY PERFORMED FOR			- <u></u>	INSURER F					
INDICATED. NOTWITHS TANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE TRANSPORT OF ANY DE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY T = POLICIES DESCRIED PEREIN IS SUBJECT TO ALL THE TERM SCIUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PADLO LICES DESCRIED PARENTS SUBJECT TO ALL THE TERM SCIUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PADLO LIKES DESCRIED FREEN IS SUBJECT TO ALL THE TERM SCIUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PADLO LIKES DESCRIED FREEN IS SUBJECT TO ALL THE TERM SCIUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PADLO LIKES DESCRIED FREE PROVIDED TO ALL THE TERM SCIUSION TO DESCRIED FREE PROVIDED TO ALL DABLITY POLICY NUMBER POLICY NUMBER BOLICY OF MANDER OF SERVICE STRUCTURES (BERNIL LIABLITY COMPARENCE STRUCTURE) A CONTRACT OF SERVICE STRUCTURES (BERNIL LIABLITY COMPARENCE STRUCTURES FER. POLICY LIABLES (BERNIL LIABLITY COMPARENCE STRUCTURES FER. POLICY LIABLES (BERNIL LIABLITY COMPARENCE STRUCTURES FER. POLICY LIABLES (BERNIL STRUCTURES FER. STRUCTURES FER. STRUCTURES FER. STRUCTURES (BERNIL STRUCTURES FER. STRUCTUR									
INTER OF INJURANCE       INSR WAD       POLICY NUMBER       (MMDDYYYY)       MMDDYYYY)       EACH OCCURRENCE       1         COMMERCIAL GENERAL LUABILITY       CAMME TO REPYED       5       5         CALL COMMERCIAL GENERAL LUABILITY       CALL COMPONENT IN APPLIES PER.       POLICY NUMBER       POLICY NUMBER       PERSONAL ACON NUMPY       3         GENUL AGGREGATE LUART APPLIES PER.       IOC       IOC       1       COMMON CAG 4       1         POLICY INJURY       IOC       IOC       1       COMMON CAG 4       1       1         ANTONOBILE LUARTITY       IOC       IOC       1       <	ERTIFICATE MAY BE ISSUED OR MAY P ACLUSIONS AND CONDITIONS OF SUCH	POLICIES	THE INSURANCE AFFORI	BEEN REDU	CED BY	AID CLAIMS	D HEREIN IS SUBJECT TO	ALL T	
COMMERCIAL GENERAL LUBULTY       Image: Commercial General Lubulty         CLAIMS MADE       OCCUR         CLAIMS MADE       OCCUR         RESULT ACGREGATE LUMIT APPLIES PER.       PRESSULT ADVINUEY         POLICY       JECT         LOWARCAURSHIM       COMPORAGE         ANY AUTO       ALL OWNED AUTOS         SCHEDULED AUTOS       SCHEDULED AUTOS         NOHOWER AUTOS       SCHEDULED AUTOS         VEXESS LIAB       COCUR         EXCHONCENTRUE       SCHEDULED AUTOS         VANT PROFERENTION S       SCHEDULED AUTOS         VEXESS LIAB       COCUR         EXCHONCENTRUE       SCHEDULED AUTOS         VANT PROFERENTION S       SCHEDULED AU		INSR WVD	POLICY NUMBER	(MM/)	(TTTTTOC	MM/DO/YYYY)			
CAUMERCUL & DEPENDICULATION       Implementation         CAUMERCUL & DEPENDICULATION       Implementation         Implementation							DAMAGE TO RENTED		
PRESONAL & ADV NURY       1         GEN1, AGGREGATE LIMIT APPLIES PER.       POLICY_BEGT_LOC         AUTONOBILE LIABLITY       COMBINED SINCLE LIMIT         ANTONOBILE LIABLITY       COMBINED SINCLE LIMIT         AUL OWNED AUTOS       SCHEDULED AUTOS         AUL OWNED AUTOS       BODLY NULRY (Per person)         AUL OWNED AUTOS       BODLY NULRY (Per person)         HIRED AUTOS       BODLY NULRY (Per person)         UMBRELLA LIAB       COCUR         EXCESS LAB       CLIMIS-MADE         DODLY TRUEY (Per sector)       S         HIRED AUTOS       S         HIRED AUTOS       S         UMBRELLA LIAB       COCUR         EXCESS LAB       CLIMIS-MADE         DODLY TRUEY (Per sector)       S         HIRED AUTOS       S <td< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td>and a second second</td><td></td><td></td></td<>							and a second		
GENUAGAGREGATE LIMIT APPLIES PER.       Image: Constraint of the second of								\$	m + = += += + + + + + + + + + + + + + +
GENL AGGREGATE LUMT APPLIES PER.       PRODUCTS COMPROPAGE       1         PODUCTS UNBERTY       IOC       1         AUTOMOBILE LIABILITY       IOC       1         ANTO AND ALL OWNED AUTOS       BODILY INJURY (Per person)       1         ALL OWNED AUTOS       BODILY INJURY (Per person)       1         ALL OWNED AUTOS       BODILY INJURY (Per person)       1         ALL OWNED AUTOS       PROPERTY DAMAGE       1         HIRED AUTOS       IPPROPERTY DAMAGE       1         UMBRELLA LIAS       OCCUR       1       1         OPDICTS EXEMPTION S       IPPROPERTY DAMAGE       1       1         WORKERS CONFERATIONS       IPPROPERTY DAMAGE       1       1         WORKERS CONFERATIONS       AGGREGATE       1       1         WORKERS CONFERATIONS (INCOMPTION OF OPERATIONS INTO ON OF OPERATIONS							GENERAL AGGREGATE	\$	
POLICY       JECT       LOC       3         ANY AUTO       COMBINED SINGLE LIMITY       1         ANY AUTO       BODILY INJURY (PEr person)       5         ALL OWNED AUTOS       BODILY INJURY (PEr person)       5         SCHEDULED AUTOS       BODILY INJURY (PEr person)       5         HIRED AUTOS       BODILY INJURY (PEr person)       5         HIRED AUTOS       BODILY INJURY (PEr person)       5         HONHOWNED AUTOS       3       5         HORD AUTOS       S       8         UNBRELLA LIAB       OCCUR       2         OEDUCTIBLE       CLAIMS-MADE       3         OEDUCTIBLE       RETENTION 3       S         MORRES CORPENSATION       N/A       EL CACH OCCURRENCE         AND EMPLOYERS LUBILITY       VIN       S         MORRES CORPENSATION       N/A       EL DISEASE - REMEVICEE 5         VIN AND EMPLOYERS LUBILITY       VIN       S         MORRES CORPENSATION       N/A       EL DISEASE - REMEVICEE 5         EL DISEASE - REMEVICEE 5       S       S         CORPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attech ACORD 101, Additional Remarks Schedule, if more space is required)         RTIFICATE HOLDER       CANCELLATION         COUNTY OF ETH	GEN'L AGGREGATE LIMIT APPLIES PER						a s ann an dalama da da gal i qualan a	\$	Political distant P 1 a CoP married
AUTONOBLE LIABILITY ANY AUTO ALL OWNED AUTOS ALL OWNED AUTOS ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUT	PRO-							\$	
ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS SCHEDULED AUTOS SCHEDULED AUTOS SCHEDULED AUTOS UMBRELLA LIAB COLINUS SCHEDULED AUTOS UMBRELLA LIAB COLINAS. MADE EXCESS LIAB CLAIMS. MADE DEDUCTIBLE RETENTION S COLORES COMPENSATION AD EMPLOYERS LIABLITY N/A EL DISEASE - ACCOUNT S EL DISEASE - POLICY LIMIT CRIPTION OF OPERATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is (required)  RTIFICATE HOLDER CANCELLATION COUNTY of Erie 95 Franklin St ENDERS EXCESS LIAB EXCESS LIAB CLAIMS. VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is (required)							COMBINED SINGLE LIMIT		
ALL OWNED AUTOS       -         SCHEDULED AUTOS       -         HRED AUTOS       BODICY HUURY (Per second)         HRED AUTOS       -         HRED AUTOS       -         HON-OWNED AUTOS       -         UMBRELLA LIAB       OCCUR         EXCESS LIAB       CLAIMS-MADE         DEDUCTIBLE       -         RETENTION S       -         OBDICY TRUE       -         MOREB COMPERS LIABILITY       -         MOREBR SCOMPERS LIABILITY       -         MOREBR COMPERSTIONS / VEHICLES (Attrach ACORD 101. Additional Remarks Schedule, if more space is required)         RTIFICATE HOLDER       CANCELLATION         COUNTY OF Erie       SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR         95 Franklin St       SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.	OTUA YMA								
SCHEDULED AUTOS       PROPERTY DAMAGE       i         INRED AUTOS       i       i         NOHOWNED AUTOS       i       i         UMBRELLA LAB       OCCUR       i         EXCESS LAB       CLAIMS-MADE       i         DEDUCTIBLE       i       i         RETENTION 5       CLAIMS-MADE       i         DEDUCTIBLE       i       i         RETENTION 5       Image: Claims-Made       i         OFFICE/EMEMBER EXCLUDED?       N/A       i         Workers claimlift       i       i         OFFICE/EMEMBER EXCLUDED?       N/A       ELL DISEASE - EA EMPLOYEE 5         If yes describe under       i       i         OFFICE/EMEMBER EXCLUDED?       N/A       ELL DISEASE - EA EMPLOYEE 5         If yes describe under       i       i         OFFICE/EMEMBER EXCLUDED?       N/A       ELL DISEASE - POLICY LIMIT 5         CRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)         RTIFICATE HOLDER       CANCELLATION         County of Erie       SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOILTHE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.         95 Franklin St       SHOULD ANY OF THE ABOVE DES									
HIRED AUTOS       Image: Second Status       Image: S	SCHEDULED AUTOS						and a second sec		
Improvementation       Improvementation         Improvementation	HIRED AUTOS						(Per accident)	s	
UMBRELLA LIAB       OCCUR       Image: Control of	NON-OWNED AUTOS							\$	
EXCESS LIAB       OCCUR       Adgregate       3         DEDUCTIBLE       RETENTION 3       S       S         WORKERS COMPENSATION AND EMPLOYERS' LIABILITY AND EMPLOYERS' LIABILITY       N/A       S       S         WORKERS COMPENSATION AND EMPLOYERS' LIABILITY       N/A       S       S         OFFICE/MEMBER EXECUDED?       N/A       S       S         UMARDAMINE REXECUDED?       N/A       S       S         If yes describe under       S       S       S         DSCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)       S         RTIFICATE HOLDER       CANCELLATION       SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.         95       Franklin St       SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.								\$	
DEDUCTIBLE       S         RETENTION 3       WC STATU         WORKERS COMPENSATION       S         AND PROPRIATION 3       WC STATU         OFFICE/ME MORE RECLUDED?       N/A         Under Links       ER-         OFFICE/ME MORE RECLUDE?       N/A         Under Links       ER-         DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)         RTIFICATE HOLDER       CANCELLATION         County of Erie       SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOI         95 Franklin St       Should Any OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOI         Put ffalo       NY	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	3	
DEDUCTIBLE       *         RETENTION S       *         WORKERS COMPENSATION       *         AND PROPRIETOR/PARTNEWEXECUTIVE       Y/N         ANY PROPRIETOR/PARTNEWEXECUTIVE       Y/N         OFFICE/MEMBER EXCLUDED?       N/A         Construction of operations of the more space is required)       E.L. DISEASE - FALLED SEASE - POLICY LIMIT         CRIPTION OF OPERATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)         CRIPTION OF OPERATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)         CRIPTION OF OPERATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)         COUNTY OF Erie       SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR         95 Franklin St       SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR         PUEFfalo NY       142002	EXCESS LIAB CLAIMS-MADE						AGGREGATE	5	
Ite removes a striction       WCC STATU       OTH         AND EMPLOYERS LUBBILITY       WIAN AND EMPLOYERS' LUBBILITY       Iteration         AND EMPLOYERS' LUBBILITY       WIN         AND EMPLOYERS' LUBBILITY       WIN         AND EMPLOYERS' LUBBILITY       WIN         ANY PROPRIETOR/PARTNER/EXECUTIVE       N/A         If yes describe under       E.L. DISEASE - EA EMPLOYERS'         If yes describe under       E.L. DISEASE - POLICY LIMIT         DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)         RTIFICATE HOLDER       CANCELLATION         County of Erie       SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR         95 Franklin St       Should Any OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR         THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED       ACCORDANCE WITH THE POLICY PROVISIONS.	DEDUCTIBLE							5	
MORENS CONTY OF STANKING       Y/N         AND EMPLOYER'S LIABILITY       Y/N         AND PROPORTION/PARTMER/EXECUTIVE       Y/N         ANY PROPRIETOR/PARTMER/EXECUTIVE       Y/N         If the									
ANY PROPRIETORIPARITMER/EXECUTIVE       N/A         OFFICE/MEMBER EXECUDED?       N/A         EL. DISEASE - EA EMPLOYEE \$         EL. DISEASE - EA EMPLOYEE \$         EL. DISEASE - POLICY LIMIT \$         EL. DISEASE - POLICY LIMIT \$         CRIPTION OF OPERATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)         CRIPTION OF OPERATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)         RTIFICATE HOLDER         County of Erie         95 Franklin St         Builffalo NY         Builffalo NY	AND ENDLOYEDS' LIABLETY							\$	
(Mandetory in NH)       E.L. DISEASE - EA EMPLOYEE 3         If yes describe under DESCRIPTION OF OPERATIONS / DEFINITION OF OPERATIONS / DEFINITION OF OPERATIONS / DEFINITION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)         ICRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)         RTIFICATE HOLDER         County of Erie         95 Franklin St         Buiffalo NY         142002	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A							
CRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)         RTIFICATE HOLDER         CANCELLATION         County of Erie         95 Franklin St       Should any of the Above Described Policies be cancelled before the EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.	(Mandatory in NH)								
RTIFICATE HOLDER       CANCELLATION         County of Erie       SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOI         95 Franklin St       THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED         Buffalo NY       14202	DESCRIPTION OF OPERATIONS below						E.L.DISEASE - POLICY LIMIT	\$	
RTIFICATE HOLDER       CANCELLATION         County of Erie       SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOI         95 Franklin St       THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED         Buffalo NY 14202       ACCORDANCE WITH THE POLICY PROVISIONS.		1							
RTIFICATE HOLDER       CANCELLATION         County of Erie       SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOI         95 Franklin St       THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED         Buffalo NV       14202									
County of Erie       SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR         95 Franklin St       THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED         Buffalo NY 14202       ACCORDANCE WITH THE POLICY PROVISIONS.	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	CLES (Attach	ACORD 101, Additional Remark	s Schedule, if ma	re space is	required)			
County of Erie       SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR         95 Franklin St       THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED         Buffalo NY 14202       ACCORDANCE WITH THE POLICY PROVISIONS.									
County of Erie       SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR         95 Franklin St       THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED         Buffalo NY 14202       ACCORDANCE WITH THE POLICY PROVISIONS.									
County of Erie       SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR         95 Franklin St       THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED         Buffalo NY 14202       ACCORDANCE WITH THE POLICY PROVISIONS.			<u>, , , , , , , , , , , , , , , , , , , </u>	CANCELL	ATION				
95 Franklin St THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.									
95 Franklin St ACCORDANCE WITH THE POLICY PROVISIONS.	County of Erie								
Buffalo NV 14202	95 Franklin St								VEREU
BULLATO INI, 14202 AUTHORIZED REPRESENTATIVE									
	BULIATO NY, 14202			AUTHORIZED	REPRESEN	TATIVE			

Vendor Insurance Classification

#### INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

- L. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.
- IŁ. CERTIFICATES OF INSURANCE
  - Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202" A.
  - B. Coverage must comply with all specifications of the contract.
  - C. Must be 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.
- Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, III. purchase, lease or service.

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
Commercial Gen. Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL
General Aggregate	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Products Completed Operations Liability	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Blanket Broad Form Contractual Liability	INCLUDE						
Contractual Liability		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE						
X.C.U. (explosion, collapse, Underground)	INCLUDE						
Liquor Law				INCLUDE	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.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Worker's Compensation	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
& Employer's Liability							
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County, To Be Named Add'l Insd. V. Construction contrac	Gen. Liab., Auto Liab., & Excess ts require excess Umbri	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

Minimum coverage with limits are as follows: 157

Vł. Coverage must be provided on a primary-noncontributory bases.

Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required. VII.

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

Waiver of Subrogation: Required on all lines unless noted. IX.

Χ. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.

XI. Workers Compensation: State Workers' Compensation / Disability Benefits Law --- Use Applicable Certificates Below:

Markara	Compensa	tiam	Forme	

Workers Compensation	Forms	DBL	(Disability Benefits Law) Forms	
CE-200	Exemption	CE-200	Exemption	
C105.2	Commercial Insurer	DB-120.1	Insurers	
SI-12	SelfInsurer	DB-155	Self Insured	
GSI-105.2	Group Self Insured			
U-26.3	New York State Insurance Fund			

XII. 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.