



**ERIE COUNTY
REQUEST FOR PROPOSAL (RFP)
TO PROVIDE MANAGED PRINT SERVICES**

**RFP # 2023-025VF
April 24, 2023**

**BRIAN J. ZELLI
ERIE COUNTY DIVISION OF INFORMATION AND SUPPORT SERVICES
EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET, 15TH FLOOR
BUFFALO, NEW YORK 14202**

**COUNTY OF ERIE, NEW YORK
REQUEST FOR PROPOSALS (“RFP”)
RFP # 2023-025VF**

To Provide Managed Print Services

1. INTRODUCTION

The County of Erie, New York (the “County”) is currently seeking Proposal Statements from qualified service providers interested in providing Managed Print Services. Proposers interested in providing these services are invited to respond to this Request for Proposal (“RFP”).

The County intends to select the Proposer(s) that provides the best solution for the County’s needs.

The County reserves the right to amend this RFP, reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive any irregularities or informalities, 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, and 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.

Executive Summary

The County of Erie Division of Information and Support Services (“DISS”) is challenged more than ever to operate efficiently, to deliver cost-effective, robust solutions to its end-user customers, to protect Information Technology (“IT”) assets and to position the County’s IT infrastructure for the future. In response to these challenges DISS is taking an enterprise view and approach with regard to the deployment of IT solutions that meet business goals.

2. SCHEDULE

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

Issue RFP:	April 28, 2023
Proposals Due:	May 26, 2023
Finalists’ Presentation:	June 2, 2023
Selection Made:	June 9, 2023
Contract Signed:	Following all required County approvals

3. SCOPE of SERVICES REQUIRED

Business Case

The overall goal of this RFP is to enable Erie County to make an informed decision regarding the capabilities of the selected service provider to manage and provide day-to-day operations of the enterprise-wide print services, under the overall supervision of Erie County DISS management.

Erie County seeks to replace or upgrade its current MPS fleet of 405 leased devices. Erie County's current leased fleet is comprised of the following devices:

Canon iPFTM-305	1
Canon IRADV4551i	187
Canon IRADV4751i	6
Canon IRADV4800i	1
Canon IRADV525iF	3
Canon IRADV61	1
Canon IRADVC256	1
Canon IRADVC257	3
Canon IRADVC5535i	34
Canon IRADVC5540i	3
Canon IRADVC5550i	6
Canon IRADVC5840i	2
Canon LBP312	26
Canon LBP325	9
Canon MF1127	2
Canon MF1643i/iF	8
Canon MF525	108
Canon MF735	1
FPi 4700	1

Additional devices may be leased at Service Provider's recommendation in order to accommodate increased end user demand.

Erie County will partner with a Service Provider that can design, plan, implement, and maintain a solution that will provide operational improvements and cost reductions throughout the life of the contract.

Erie County is also interested in whether Service Provider's service solution might accommodate printer devices already owned by Erie County and that will not be replaced or upgraded, 200+ devices.

Erie County is looking to form a five (5) year partnership with a Service Provider to provide an enterprise-wide solution for creation/ printing/copying/scanning and faxing, and workflow improvements. The County may extend the agreement beyond its initial term for up to two (2) additional one-year periods at the same prices and conditions.

The Document Output Management print service will yield the following benefits:

- Reduce total costs
- Increase ROI
- Improve communications enterprise-wide
- Improve asset utilization
- Improve attainment of service level objectives and increase end-user productivity

- Build scalability and responsiveness to an Erie County DISS service delivery model
- Reduce Erie County resource burdens
- Improve sustainability

Service Guidelines

Erie County has established the following guidelines for this response:

- Will Service Provider measure and maintain an end-user Erie County minimum satisfaction level of 75%, on a scale of 1 to 100?
- Will Service Provider establish a control plan and continuous improvement plan to sustain “best-in-class” performance, while meeting cost, service and capability goals, with regular reporting that validates compliance with SLA?

Service Scope

The hardware, software and services included in the scope of this RFP include, but are not limited to the following:

Pre-implementation due diligence and design services to establish an accurate baseline of current total cost including: office print/copy devices, desktop printers, faxes, scanners and subsequently to design an optimal state to meet business needs utilizing:

- Asset management and control services including device management software DISS can configure
- Move/Add/Change/Disposal processes for all print equipment (Networked and non-networked print/copy/scan and fax equipment, including shipping, installation and warranty)

Document Output Management service operations including help desk, full on-site service delivery, on-site technician, preventative maintenance, timely replenishment of supplies and end-user training:

- On-site service delivery for device maintenance and repair utilizing the Erie County Help Desk for user point of contact
- On-site technician who is capable of and certified in printer device maintenance and repair, and who will enable Service Provider to achieve SLA goals. An on-site technician will be staffed at Erie County Help Desk, and complete printer trouble calls during EC business hours.
- Consumables/Supplies management
- End-user training
- Environmentally sustainable business practices

Geographic Scope

The geographic scope of this project includes all Erie County facilities within Erie County, New York. There are approximately 50 separate facilities, with a critical mass of them located in downtown Buffalo business corridor.

<u>Location</u>	<u>Street</u>	<u>City</u>
EC Board of Elections	134 West Eagle St.	Buffalo
Chestnut Ridge Park	6121 Chestnut Ridge Rd.	Orchard Park
City Court Building	50 Delaware Ave.	Buffalo
Como Lake Park	2220 Como Park Blvd.	Lancaster

Convention Towers	43 Court St.	Buffalo
DMV Buffalo	170 Pearl St.	Buffalo
DMV Cheektowaga	2122 George Urban Blvd.	Depew
DMV Evans	8787 Erie Rd.	Angola
DMV Orchard Park	4041 Southwestern Blvd.	Orchard Park
DMV Tonawanda	2309 Eggert Rd.	Tonawanda
DMV Williamsville	4545 Transit Rd.	Williamsville
DPW Alden	11494 Walden Ave.	Alden
DPW Aurora	119 Ellicott Rd.	Aurora
DPW Clarence	5150 Salt Rd.	Clarence
DPW East Concord	9125 Sibley Rd.	East Concord
DPW Hamburg	50 West Ave.	Hamburg
Sewer Treatment Plant	201 Mill St.	East Aurora
EC Correctional Facility	11581 Walden Ave.	Alden
EC District Attorney	25 Delaware Ave.	Buffalo
EC Health Campus	503 Kensington Ave.	Buffalo
EC Legislature	92 Franklin St.	Buffalo
EC Legislature District 1	427 William St.	Buffalo
EC Legislature District 2	790 East Delavan Ave.	Buffalo
EC Legislature District 3	1701 Hertel Ave.	Buffalo
EC Legislature District 5	4549 Main St., Suite 203	Amherst
EC Legislature District 7	469 Abbott Rd.	Buffalo
EC Sewer District	3789 Walden Ave.	Lancaster
EC Sewer District	8434 Old Lakeshore Rd.	Blasdell
EC Sewer District	457 Main St.	Holland
EC Sheriff Admin	10 Delaware Ave.	Buffalo
EC Sheriff Bunker – Chestnut Ridge	1 Sheriff Drive	Orchard Park
EC Sheriff Holding Center	40 Delaware Ave.	Buffalo
EC Sheriff Substation	1858 Whitehaven Rd.	Grand Island
EC Sheriff Substation	6185 Goodrich Rd.	Clarence
EC Sheriff Substation	12320 Savage Rd.	Sardinia
EC Sheriff Substation	10571 Main St.	North Collins
EC Sheriff Substation	65 Franklin St.	Springville
EC Surplus Warehouse	3080 William St.	Cheektowaga
Ellicott Creek Park	1 Ellicott Creek Dr.	Tonawanda
Elma Meadows Golf Course	1711 Girdle Rd.	Elma
Emery Park	2084 Emery Rd.	South Wales
EMS Academy	3359 Broadway St.	Cheektowaga
Family Court Building	1 Niagara Plaza	Buffalo
Forensic Mental Health	134 W. Eagle St.	Buffalo
Grover Cleveland Golf Course	3781 Main St.	Amherst
Hens & Kelly Building	478 Main St.	Buffalo
Jesse Nash Health Center	608 William St.	Buffalo
Public Safety Campus	45 Elm St.	Buffalo
Rath Building	95 Franklin St.	Buffalo
Swan Tower	290 Main St.	Buffalo
Weights and Measures	2380 Clinton St.	Cheektowaga
Youth Detention Facility	810 E. Ferry St.	Buffalo

4. GENERAL INSTRUCTIONS

1. This is an RFP, not an order. This document should not be construed as a request or authorization to perform work at Erie County's expense. Any work performed by the Service Provider will be at the Service Providers discretion and expense. This RFP does not represent a commitment to purchase or lease. Submission of a proposal constitutes acknowledgment that the Service Provider has read and agrees to be bound by such terms.
2. The information in this document will enable the recipient to formulate a proposal to meet the workload requirements as described in this RFP. Erie County reserves the right to request additional information.
3. 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. Specific instructions for the proposal format and content are outlined below.
4. One (1) original and one (1) PDF copy of the Technical Proposal and Organizational Support and Experience sections shall be submitted. Proposals MUST be signed using the attached Schedule A: Proposer Certification. Unsigned proposals will be rejected.
5. All Proposers submitting proposals must include one (1) original and one (1) PDF copy of a Cost Proposal packet, separate from the Technical Proposal and Organizational Support and Experience sections. Please note that there is no itemized Cost Proposal as part of this solicitation. Erie County requests your best price estimates for proposed equipment and services. Please list in separate schedule.
6. Submission of the proposals shall be directed to:

Brian J. Zelli
Erie County Division of Information and Support Services
95 Franklin Street, Room 1513
Buffalo, NY 14202

All proposals must be delivered to the above office on or before April 28, 2023, at 4:00 p.m. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.

7. Requests for clarification of this RFP must be written and submitted to Brian J. Zelli at the above address or at Brian.zelli@erie.gov no later than 4:00 pm on May 26, 2023. A list of questions and answers will be posted on the County website by May 29, 2023. No communications of any kind will be binding against the County, except for the formal written responses to any request for clarification.
8. 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.
9. 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.

10. Information on the Standard Insurance Provisions required of agencies selected as a contractor of this service is included in this RFP. This document is for informational purposes only and is not to be submitted by the Proposer for the purposes of this RFP.
11. All potential contract-holders with Erie County shall agree to comply with Executive Order 13 (2014), and the Agency shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. All contract holders will be required to sign the Erie County Equal Pay Certification (attached). The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Agency, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency's compliance with Erie County Executive Order No. 13 (2014). Violation of the provisions of Executive Order 13 (2014), which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of a contract, and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.
12. Certified Minority Business Enterprise/ Women's Business Enterprise (MBE/WBE) proposers should include the Erie County MBE/WBE Certification letter with their proposal.
13. Proposers who operate a Veteran-Owned Business should include the letter indicating their company is 51% or more veteran-owned with their proposal.
14. All Proposers must disclose the name, title, and department of any employee or officer who was an employee or officer of Erie County within the 12 months immediately prior to the proposal.
15. All Proposers must provide a list of at least 3 references from community partners and collaborators or an individual with knowledge of and experience with the specific services being offered.
16. All Proposers must provide a list of all prime contractors and subcontractors with whom their agency does business with.

Proposal Format

- The Service Provider should respond to all questions within the document where instructed.
- All quotes should be in US Dollars. Erie County reserves the right to require Service Provider to invoice in local currency.
- It is understood and accepted that Service Provider's proposals include all necessary costs, including all fees, incurred to duly provide the services as specified in this RFP. Any applicable fees should be identified in the Service Provider proposal and shown separately from charges for services. Erie County is a tax-exempt entity. Proposal prices will be valid for a period of 90 days from the date of receipt of proposals by Erie County.

Additional Considerations

- Service Provider may not publish or use advertising, sales promotions, press release or publicity matters concerning this RFP hereunder involving the name(s) or mark(s) of Erie County without prior written approval.
- Late submissions will not be considered, unless at the sole discretion of Erie County.

- Erie County reserves the right to postpone milestone dates and times. Service Providers will be notified of such changes.
- Any changes or modifications to this request are made by a written addendum issued by Erie County.
- Service Providers or other authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be the respondent's own risk, and the respondent cannot secure relief on a plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of the respondents.
- Service Provider will respect any and all technical requirements as specified in the RFP document. Any stipulation or qualification made by Service Provider contrary to the RFP requirements in or accompanying proposals as a condition for the acceptance of the contract by Service Provider may not be considered in the award of the contract and may cause the rejection of the entire proposal.

5. **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:

- The Proposer's demonstrated capability to provide the services requested, particularly as outlined in Sections 6-10 of this RFP.
- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.
- The Proposer's experience in performing the proposed services.
- The Proposer's financial ability to provide the services.
- The Proposer's ability to deliver cost savings following implementation of services.
- The Proposer's ability to drive additional cost savings through the duration of the contract.
- 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.

6. **SERVICE PROVIDER INFORMATION**

Erie County will consider the following **threshold questions** pertaining to your company's overall organization, products and services.

1. Provide a summary description of your company. Specify position in the Print Management Output space (size, market share, etc.).

2. Please provide annual report and proof of financial viability.
3. How many full-time employees in your company provide the services associated with this RFP? How many employees will be dedicated to the support associated with this RFP?
4. Provide three references of similar size and scope of services required as Erie County, including company name, duration of project, number of users, number of devices, and number of locations.

Technology Requirements

All hardware and software included in Service Provider's proposed solution must be able to operate efficiently on the Erie County network.

Systems solutions should work within the Erie County data integration architecture including:

- Viewing of key pieces of data exported from Service Provider's systems to the Erie County internal data warehouse. Key data to include: Job tickets, Accounting logs, Job Logs, Machine volumes, etc.
- Entry of data into Service Provider's systems, via a web interface, by Erie County and other authorized users. Ability to order supplies, place service calls and input job ticketing information via web portal.

Requirements:

- Service Provider should conduct regularly scheduled IT security training for Service Provider's employees appropriate to their role, including understanding of Service Provider's IT security policies.
- Service Provider should provide dashboarding tool that will enable Erie County to view fleet assets and fleet activity.
- Service Provider will help Erie County streamline the task of keeping printer drivers up to date.
- Service Provider should provide security of access for Service Provider's employees to physical premises, hardware system components, cables, backup media and confidential printouts, sufficient to prevent unauthorized access by Service Provider's employees. Service Provider ensures, via policy and practice, that only its employees who need to access to secure material or hardware have such access.
- Service Provider should provide and maintain secure intersystem communication paths, ensuring Erie County information confidentiality and integrity.
- Service Provider should monitor, collect, and report operational metrics specified by Erie County.
- Service Provider will help Erie County choose and implement any software, services, or solutions required for printing from tablets and mobile devices.

Equipment Functionality Requirements

Device Mechanics

- Do the paper trays automatically detect paper size or confirm paper stock?
- Are paper tray configurations indicated by the print driver, at the end user's desktop?
- Is the end user able to program jobs at the device itself?
- Does the device independently track usage of consumables and notify the end user to replace them before they expire?
- Can the device automatically re-order these consumables from the vendor as needed?
- Is the device capable of tracking, reporting, and limiting copies or prints per department or individual user?

Print Job Queueing and Management

- Is the device capable of utilizing uniFLOW platform software?
- Is the device capable of receiving incoming print, fax, scan and copy jobs while processing other print jobs?
- Can the device hold a job for missing resources, while printing other jobs in the queue?
- Please describe your PIN printing feature.
- Can users view the device's job queue to determine if their jobs are complete or pending?
- Can users view job status remotely?
- Can users cancel their pending jobs from their desktops?
- Can users cancel, promote or release jobs at the device?

Printer Driver Attributes

- Does the print driver receive information for the device so that paper status, consumables status, and job completion notifications are instantly available to the end user?
- Is there a "delayed print" feature, enabling users to schedule jobs for off-peak usage periods?
- Can users program paper tray attributes to match the paper type that is located in the tray so that the tray will automatically be selected based on the paper type specified?

Network Scanning and Faxing

- Does the user have the ability to apply a name to the file at device, when unit is scanning?
- Does the device notify users of job completion?
- Can users scan documents to a folder or network server?
- Can users scan documents to individual or multiple email addresses?
- Can users look up email addresses via Active Directory?
- Can users choose a scan file format at the device based on application and preference?
- Does the device allow all users to add Document Management Fields (e.g., date, name, file number) to the document file for filing/retrieval and unique identification (metadata)?
- Can devices integrate with Hyland OnBase and Microsoft Exchange to better accommodate Erie County business processes?
- Erie County will require security measures in place to ensure that outside agents are unable to gain access to EC network via fax line.
- Erie County will require that devices can enable concurrent sending and receiving two documents. Can one send or receive a fax, or scan a job, while other jobs (e.g. print jobs) are running on the device?

Security Attributes

- Is there device access password protection to safeguard information?
- Is equipment Common Criteria (ISO 15408) certified? What was the Target of Evaluation for the certification?
- Can device be set up to electronically erase immediately after every job or on demand at end user's convenience?
- Describe the security features your system has in place to prevent unauthorized access to copiers and any data stored on the devices.
 - How are devices protected from malicious attempts to recover documents or traces of documents shared on them?
 - How are devices protected from malicious attempts to tamper with how the device operates or to store or circulate foreign material, that is, any material that does not originate within Erie County?
- Describe any third-party security certifications on the device.
- Describe any anti-malware solutions installed on your devices.

- Are proper control mechanisms in place to limit access to confidential information (PIN print, image overwrite, data encryption)?

Support and Warranty

- Is the product backed by manufacturer-provided service and support coverage?
- Does manufacturer offer any satisfaction guarantees?
- Please state your typical lemon clause to accommodate bad equipment replacement?

Device Administration

- Please describe your product's management console software. Can IT staff configure software to accommodate IT staff's needs?
- Do you provide tools the system administrator can use to discover, set up and troubleshoot the configuration from a remote location?
- Can system administrators find their printers remotely, connect to their configuration tools and be automatically alerted to error conditions?
- Does software allow for automatic and proactive ordering of necessary supplies?
- Is there a utility that discovers devices, automatically installs devices, enables sharing printers to users, and provides install reports, all via user-friendly interface?

Industry Compliance

- Are devices compatible with the Windows Internet Naming Service?
- Is the product compatible with administration tools for the Windows Network Operating System?

7. **SERVICE REQUIREMENTS**

This section defines the scope of service Erie County will prefer from its next managed print services vendor. Note that only proposals including an on-site technician who will assist with printer maintenance and repair will be considered.

Implementation and Asset Management Services

- Will Service Provider provide a communications plan that Erie County can implement before and during device rollout and end user onboarding, including a project plan, sample promotional emails, videos, and posters to hang at the printers and in shared office spaces?
- How does your solution track usage and make recommendations based on usage?
- How does your solution track the devices that have been deployed throughout the enterprise?
- Erie County will require, minimally, that your company or agent provides installation and de-installation of devices, upon contract. As such, what resources would you supply to manage the implementation of the fleet?
- Will Service Provider offer Erie County a customer satisfaction survey to ensure the solution has been implemented effectively and end users are comfortable?
- Will Service Provider extend change management plan from the rollout/implementation phase to the maintenance phase or to expand to new areas, as necessary?
- Can Erie County add equipment as the enterprise grows or changes its needs, without a fresh services agreement or equipment lease? Will you agree to a "flexibility clause" which would enable Erie County to add to current fleet by 10% of size of originally leased fleet?

Asset Tracking

- Describe your asset management systems and capabilities.
- Describe your asset management reporting application and standard reports.

- Will you label hardware using naming convention Erie County specifies?
- What software tools would you deploy to provide information about the fleet and its usage to Erie County, and on what platform are they built?
- Describe your Moving, Adding, Changing and Disposing of equipment process.

Help Desk, First, and Second Level Support

- In your bid proposal, please demonstrate how an on-site technician will support your proposed solution. Erie County will only consider proposals that include on-site technician support.
- How will your solution integrate with Erie County's current Help Desk ticketing system? At present, Erie County IT Help Desk receives trouble calls via phone or email, and calls are logged to SAP ITSM. How does your solution integrate with work order ticketing systems, generally, and with SAP ITSM, specifically? Can calls be directly assigned to Service Provider Help Desk in order to reduce resolution time?
- Do you provide troubleshooting scripts to Erie County first level support phone operators?
- Describe the timeline in which you accept and resolve all escalated print/copy/scan/fax incidents.
- Describe your solution to manage supplies and consumables for all devices, including print devices that are pre-existing within County environment, and not covered by this Proposal.
- Do you provide electronic documentation of end user training material?
- Do you provide in-person end user training?
- Describe your tools and processes, if any, to support remote monitoring and proactive corrections for all networked devices, regardless of vendor.
- Explain the process by which patches and updates are received, verified and tested before release to production.
- Do you provide help desk support for other vendor's equipment?
- What proactive response requirement will Service Provider commit to?

Consumables

- Does your solution provide for a stream-lined and controlled mechanism for distributing consumables to end users? For collecting used consumables from end users?
- Erie County is a multi-site enterprise. Will delivery and pickup of consumables, likewise, be multi-site?

Enterprise Support Services

- Can you provide monthly operational reporting to support Erie County governance process?
- Will this reporting include the following: device utilization rates, duplex use, color use, etc.
- Please provide a sample of your monthly reporting.
- Please describe your process to ensure that deliverables are executed in a timely fashion, in accordance with agreed upon parameters.
- Will you participate in joint status meetings with Erie County IT managers at agreed upon interval?
- Describe your process to coordinate and document the development, installation and evaluation of any new features or functionality.
- Will you agree to quarterly business reviews so that Erie County can evaluate whether service requirements are being attained?
- Will you offer actionable advice as part of monthly reporting, or during quarterly business reviews, so as to continue to optimize the fleet post-implementation? What strategies will you use to help Erie County optimize fleet?

Printer Load Balancing

- Does your solution incorporate printer load balancing, which would enable Erie County to redirect jobs at overused printer devices to underutilized devices nearby?
- Will your solution automatically re-route print jobs to the most cost effective device based on page count?

Service Level Agreement

- Will you agree to an individual device uptime of 95% during agreed upon business hours?
- Will you agree to total fleet uptime of 95% during agreed upon business hours?
- Will you agree to acknowledge 95% of work order requests for service within one hour of receiving them?
- Will you agree to respond to work order requests for service within four hours of receiving them?
- Will you agree to close work order requests for service within one business day of receiving them?
- How will you ensure that work order requests for service are responded to proactively?
- Will you issue periodic client satisfaction surveys to track end-user satisfaction levels?
- Will you ensure that billing is 100% accurate and on time?
- Describe the frequency and process you will use to self-govern SLA compliance. Will SLA compliance be calculated monthly? How will SLA compliance be measured? How will you communicate SLA compliance with Erie County IT?
- Will you agree to penalties for non-compliance with SLA?
- Will you agree to a “lemon clause” that would allow devices not in compliance with SLA to be replaced as deemed necessary?

8. SECURITY CONSIDERATIONS

Erie County security policy is intended to provide controls to preserve the integrity, confidentiality and availability of Erie County data and information. Erie County places a great deal of importance on security and expects any Service Provider to acknowledge any areas of concern relative to such policies.

Please address the following items:

- Will your solution provide stand-alone secure access? How does your solution provide security to devices not connected to Erie County Active Directory? Is investment required by Erie County for additional servers, network security devices or other hardware or software?
- How are users of your network devices permitted access only to the services they are specifically authorized to use?
- How is encryption used, if at all, to protect authenticity and integrity of electronic information?
- How are devices audited for compliance with security policies?
- Will control mechanisms be in place to limit access to Erie County confidential information?
- What controls can be in place to monitor activity on any devices that store Erie County confidential information?

- Explain how you approach disaster recovery planning and testing for your managed print services customers.

If any one of these security features would require a separate software or hardware add-on, please indicate. Please indicate pricing for any add-ons separately from the total contract total.

9. INVOICE REQUIREMENTS

This section defines the methods and processes to manage the Service Provider relationship, to finance the services and equipment, and to invoice. Erie County is particularly interested in how non-compliance with contract SLAs will factor into monthly billing.

Please address the following items:

- Describe your typical invoicing plan with your customers. Is there monthly reporting you review with your customers? What is your flexibility with respect to billing methods?
- Will you adapt your standard invoice to Erie County's accounting needs? Please include a sample invoice in your bid proposal documentation. Will you adapt or adjust this sample invoice as needed?
- Will you deliver billing in the medium (PDF, Excel, push to email, or pull via secure Web download) that Erie County requests? Can you offer a single invoice every month during term of lease?
- Please describe your process for resolving billing errors and disputes.
- How will you help Erie County detect billing errors? Can bills indicate how much the page volume per device deviates from the most recent billing period and year over year? Can bills indicate suspiciously large deviations either over or under the previous billing period?
- What strategies will you use to help Erie County achieve cost savings?
- Will you be willing to commit to guaranteed cost savings, either as a result of implementation or year over year, as fleet depreciates?
- Can returning equipment at the end of the contract be built into the total contract price?
- Will you ensure that billing is 100% accurate and on time?
- Describe the frequency and process you will use to self-govern SLA compliance. Will SLA compliance be calculated monthly? How will SLA compliance be measured? How will you communicate SLA compliance with Erie County IT?
- Will you agree to penalties for non-compliance with SLA?

- Will you agree to a “lemon clause” that would allow devices not in compliance with SLA to be replaced as deemed necessary?

10. SUSTAINABILITY

Erie County will consider both your company’s commitment to environmentally friendly business practices and the tools you will provide us so we can help our end users in turn commit to environmentally friendly business practices.

1. When selecting a managed print services vendor, Erie County will weigh the following **threshold considerations** as they relate to your entire enterprise:
 - Please describe your company’s commitment to environmentally friendly business practices. What enterprise level programs are in place to reduce landfill waste related to document production? Describe other green initiatives your company has launched.
 - What reduction in greenhouse gas emissions is your company committed to, from global operations, over the next year? The next five years?
 - Please describe any industry or government certifications your company has received for your sustainability efforts.
2. Erie County will also weigh how your hardware and print management tools will help our own enterprise become more environmentally sustainable. The following **printer level considerations** are important to us, and we will weigh your responses thoroughly when selecting our next managed print services vendor.
 - What print management tools do you offer to assess and reduce the environmental impact resulting from the use of your hardware?
 - Do your reporting features provide clear visibility of document production and workflow costs so that IT staff can analyze usage by user, device, etc.? Are there features that capture and report on end user print behavior in more detail, for example which programs a user printed from, which output devices they chose, the names of the documents they printed and how many documents they printed in color?
 - Please describe how your company encourages paper reduction. Are there print options that enable printing single-sided rather than double-sided, or selecting which quality paper for printing drafts?
 - Do you offer environmental or carbon footprint calculators or assessments specifically for assessing energy consumption?

- Do your machines enable pull printing or PIN printing (secure print) in order to reduce misprinted, reprinted or unclaimed prints by saving jobs on a server until users authenticate at the printer? Please describe these options in detail.
- How does your company support the return and reusability of toner cartridges with an appropriate take-back system in place? Are your consumables recyclable? Please describe your consumable return policy.
- Do you offer an ink/toner save mode? When operating in this mode, how much less toner is used to print documents?
- When the machine is not in use, will hardware shift into sleep mode to reduce power consumption? How much less power will machines operating in this mode use?
- Are managers or IT staff able to apply print rules based on job attributes such as color, number of pages, single or double sided, or even from the applications being used to print from (such as a web browser)?
- Please describe your scan workflow. Does your print management tool offer a capture and send capability so that scanned images can be distributed via email or stored in repositories such as Microsoft SharePoint or other scanned files folder?

If any one of these sustainability features would require a separate software or hardware add-on, please indicate. Please indicate pricing for any add-ons separately from the total contract total.

11. 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 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 for the required services;
- by submitting a proposal, the Proposer agrees and understands that the County 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 counterproposals, 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, 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 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 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 or informalities 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 New York State General Municipal Law § 103 regarding bidder responsibility in determining whether a Proposer is a responsible vendor for the purpose of this RFP process; and

- 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.

Contract

After selection of the successful Proposer, a formal written contract will be prepared by the Proposer 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 IF NECESSARY 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 Proposer agrees:

- (a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Proposer 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 Proposer or third parties under the direction or control of the Proposer; 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 applicable insurance coverage.

Insurance coverage in amount and form, as outlined in **Schedule C**, 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 Proposer are to be considered “works made for hire”. If any of the deliverables do not qualify as “works made for hire”, the Proposer 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 Proposer agrees to assist the County, if required, in perfecting these rights. The Proposer shall provide the County with at least one copy of each deliverable.

The Proposer agrees to defend, 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 Proposer 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 Proposer 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 Proposer may retain copies of such records for its own use.]

NOTE: All contracts executed by the Erie County Department of Law will be posted electronically on the Department’s website.

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. Further, all Proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) 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 following: **"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 Proposal

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 one hundred eighty (180) days from the proposal date.

PROPOSAL CONTENT

In order for Proposers to be considered for an award, the terms, conditions and instructions contained in this RFP and attachments must be met. Any proposals which do not meet these criteria may be considered non-responsive. All proposals must be **limited to thirty (30) pages**.

1. RFP Coversheet.
2. A brief description of the Proposer, including its location, years in business, history and philosophy. Include an outline of the Proposer's ownership, officers, and executive management.
3. A narrative describing the Proposer's capabilities and unique qualifications, including all pertinent information that would substantiate the Proposer's capabilities as they pertain to the specified services of this RFP.
4. Identify Proposer's key contact personnel for project related matters and include respective resumes and detailed descriptions of past project roles.
5. Give the name and title of person(s) authorized to bind the Proposer, e-mail address, the main office address, and the telephone number (including area code).
6. Include the signed **Schedule A - Proposer Certification**.
7. Include the signed **Schedule B - Erie County Equal Pay Certification**.
8. Most recent Audit report prepared by an independent CPA, including agency management letter.
9. List of Officers and Board of Directors.
10. Provide any other information that you feel would distinguish your organization's approach to the delivery of the requested services, including any prior experiences and successes.

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 (the "County") 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 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 provide proof of insurance in accordance with the instructions herein.

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 Agency Name

Name and Title

SCHEDULE B

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 Labor Law Section 194 (together “ Equal Pay Law”). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a 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 Federal Equal Pay Law.

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)

_____, being duly sworn, states that he or she is the Name of Corporate Officer _____, of _____, Title of Corporate Officer Name of Corporation the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the 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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	PHONE A/C No Ext		FAX A/C No:
	EMAIL ADDRESS		
	PRODUCER CUSTOMER ID#:		
	INSURER(S) AFFORDING COVERAGE		NAIC#
INSURED	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL NSF	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> 1000 <input type="checkbox"/> n LOC						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MEDEXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE RETENTIONS\$ <input type="checkbox"/>						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L.DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<p>CERTIFICATE HOLDER</p> <p>County of Erie 95 Franklin St Buffalo NY, 14202</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
---	---

X. 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, 95 Franklin St, Buffalo NY, 14202"
 - 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.
- 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 Concessionaires 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 & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County, To Be Named Add'l Insd.	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

- V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.
- VI. Coverage must be provided on a primary-noncontributory bases.
- VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.
- VIII. If the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.
- IX. Waiver of Subrogation: Required on all lines unless noted.
- X. 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:

CE-200	Exemption
C105.2	Commercial Insurer
SI-12	Self Insurer
GSI-105.2	Group Self Insured
U-26.3	New York State Insurance Fund

CE-200	Exemption
DB-120.1	Insurers
DB-155	Self Insured

- 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.