



# ERIE COUNTY

## REQUEST FOR PROPOSAL (RFP) TO PROVIDE ONLINE AUCTIONEER SERVICES FOR SALE OF COUNTY PROPERTY

**RFP #2023-035VF**

**May 12, 2023**

**Scott A. Bylewski, Esq.  
Director of Real Property Tax Services for Erie County, NY  
EDWARD A. RATH COUNTY OFFICE BUILDING  
95 FRANKLIN STREET  
BUFFALO, NEW YORK 14202**

**COUNTY OF ERIE, NEW YORK**

**REQUEST FOR PROPOSALS ("RFP")**

**RFP #2023-035VF**

**TO PROVIDE ONLINE AUCTIONEER SERVICES FOR SALE OF COUNTY PARCELS**

## **I. INTRODUCTION**

The County of Erie, New York (the "County") is currently seeking Proposal Statements from qualified auctioneers, and auctioneer firms, with a valid New York State Real Estate Broker License, interested in serving as online auctioneer for surplus property of Erie County, New York. Proposers interested in providing said services are invited to respond to this request.

Auctions shall be of real property, including buildings/improvements. The properties are sold "as is, where is" without warranty expressed or implied, and such other conditions as are enumerated in the *Notice to Bidders and Terms of Sale* approved by the governing body.

The County has hundreds of parcels it wishes to market through an online auction.

An online catalog of parcels for sale will be completed by the Proposer in conjunction with the County's Department of Real Property Tax Services. The catalog will be posted online on the County's website page and hard copies will also be available at the Edward A. Rath County Office Building located at 95 Franklin Street, Room 100, Buffalo, New York, and at other venues as agreed upon by each party. Closing documents will be prepared by the County, and the closings will be conducted by the County.

It is the County's intent to select the Proposer that provides the best solution for the County's needs.

The County reserves the right to amend this RFP. The County reserves the right to reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive formalities, if such action is deemed to be in the best interest of the County. The County reserves the right to request additional information from any Proposer. The County reserves the right to award negotiated contracts to one or more Proposers.

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

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

## **II. PROPOSAL PROCEDURES**

### **A. ANTICIPATED SCHEDULE OF PROPOSAL**

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

Issue RFP:	May 12, 2023
Optional Pre-Proposal Meeting:	NA
Proposals Due:	May 26, 2023
Selection Made:	Upon appropriate review
Contract Signed:	Following all necessary County approvals

### **B. GENERAL REQUIREMENTS**

1. Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation.
2. One (1) original and five (5) copies shall be submitted. Proposals MUST be signed. Unsigned proposals will be rejected.
3. Submission of the proposals shall be directed to:

**Scott A. Bylewski, Esq.**  
**Director of Real Property Tax Services for Erie County, NY**  
**EDWARD A. RATH COUNTY OFFICE BUILDING**  
**95 FRANKLIN STREET**  
**BUFFALO, NEW YORK 14202**

**All proposals must be delivered to the above office on or before May 26, 2023 at 12:00 p.m. Proposals received after the above date and time will not be considered. It is agreed and understood that the County shall be under no obligation to return proposals.**

4. Requests for clarification of this RFP must be written and submitted to

**Scott A. Bylewski, Esq.**  
**Director of Real Property Tax Services for Erie County, NY**  
**EDWARD A. RATH COUNTY OFFICE BUILDING**  
**95 FRANKLIN STREET**  
**BUFFALO, NEW YORK 14202**

no later than 12:00 p.m. on May 17, 2023. Formal written responses will be distributed by the County on or before May 22, 2023. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.

5. Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Those Proposers will be notified to arrange specific times.
6. No proposal will be accepted from, nor any agreement awarded to, any Proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any Proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.
7. Certified Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) Proposers should include the Erie County certification letter with the proposal.
8. If Proposer is a Veteran Owned Business, Proposer should include a letter indicating company is 51% or more Veteran-Owned.
9. No Optional Pre-Proposal meeting which will held.

**All Proposers submitting proposals must include a cost proposal in a separate sealed envelope clearly labeled with the Proposer name, due date of proposal, proposal name (“TO PROVIDE ONLINE AUCTIONEER SERVICES FOR SALE OF COUNTY PARCELS RFP #2023-035VF”) and Cost Proposal.**

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

The Proposer must, at a minimum, be qualified to perform or provide the following:

1. Their plan for Marketing the auction and the properties
2. Prepare and publish an electronic auction catalog, which shall include a photo, tax map, and brief description of each available property as well as all of the terms and conditions of the auction including notice that the sale is of the property in “as is” condition without warranty of any kind. Notice should also include that the Seller will be responsible for costs of search and survey if desired. The successful bidder will also be notified that they will be receiving a Quitclaim Deed, and all recording costs.
3. Post signs on available properties where practical.
4. **Post additional requirements for successful bidders as required by the County which shall include but not be limited to, the successful bidder must establish access to the parcel through their own property, or a public right of way.**
5. **Provide 24/7 logistical support coverage for bidders in the pre- and post-auction periods.**

However, no legal services to any person are being solicited or requested or to be provided.

6. Offer credit card processing through the first five (5) days of the post-auction period.
  7. Be responsible for all other expenses related to promoting and running an auction with the County, however, agreeing to pay only for the costs of addressing legal notices.
  8. Provide the County with a list of all registered bidders who attend the online auction.
  9. Collect ten percent (10%) or one hundred fifty dollars (\$150.00) of the purchase price, whichever is greater, as a down payment on behalf of the County by cash, credit card, or guaranteed funds.
  10. Distribute and have executed by the purchaser the standard form Erie County Bar Association Real Estate Contract, with all required addendum, and which also identifies the sale of the property, as being made in a where is, as is condition, without any warranties. The ECBA contract utilized shall also be amended to reflect that the Purchaser will be receiving a Quitclaim Deed, and that they are also responsible for cost and preparation of their own survey, and search if desired, and all recording costs.
11. Assist the County in executing the "left-over" parcel sale as an online auction at a date to be determined by the County's Director of Real Property Tax Services.
  12. Provide at least two (2) licensed real estate professionals to assist the auctioneer while the bidding is completed.

#### **INSTRUCTIONS TO BIDDERS:**

#### **MINIMUM PROPOSAL REQUIREMENTS:**

All proposals must contain the following information:

1. A detailed description of the proposed services to be provided based on the Proposer's recommendation to accomplish the scope of work detailed above for this project, including:
  - a. Details of the Proposer's marketing plan;
  - b. Examples of the presentation of parcel information included in auction booklet; and
  - c. Anticipated staffing levels for the project by task.
2. Essential information about the auctioneer, auctioneer firm, or company providing the service, including the correct and full legal name of the business, tax identification number, a listing of all of the personnel involved in the proposal, ownership of the business, legal address, phone number, email address, and website address, and the professional licenses held by key personnel.

3. Provide documentation of municipalities for whom your auctioneer, auctioneer firm, or company has auctioned real property in the past. The information should include a key person's contact name and all contact information.
4. Proposed compensation plan or fee structure to be covered by the Proposer's premium.
5. Information about whether or not you have ever had an Auctioneer's or Real Estate License suspended or revoked by any government agency.
6. Information about whether or not you have ever had an Auction Services Contract or Agreement suspended or revoked for cause by any government agency.
7. Completion of all the attached standard required County RFP submission documentation, including:
  - a. Contact information/proposal cover sheet;
  - b. Signed Certificate of Non-Collusion;
  - c. Acknowledgement of insurance requirements;
  - d. Signed Hold Harmless Clause Documents; and
  - e. Signed Certification of Compliance with the Iran Divestment Act.

#### **IV. STATEMENT OF RIGHTS**

##### **UNDERSTANDINGS**

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

- that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the County of Erie and is not a bid under Section 103 of the New York State General Municipal Law;
- submission of a proposal, attachments, and additional information shall not entitle the proposer to enter into an agreement with the County of Erie for the required services;
- by submitting a proposal, the proposer agrees and understands that the County of Erie is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same; and
- 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 the Office of the Erie County Attorney.

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

- To reject any or all proposals;
- To issue amendments to this RFP;
- To issue additional solicitations for proposals;
- To waive any irregularities in proposals received after notification to proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the Proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each Proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the Proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;
- To interview the Proposer(s);
- To request or obtain additional information the County deems necessary to determine the ability of the Proposer;
- To modify dates;
- All proposals prepared in response to this RFP are at the sole expense of the Proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- While this is a RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a Proposer is a responsible vendor for the purpose of this RFP process; 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.

## **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. Proposer's prices are to be no higher than those offered to any other governmental or commercial consumer. If a Proposer has a New York State or a Federal GSA contract for any of the services covered in this RFP, the Proposer shall so indicate that he has said contract and supply a copy of the contract(s).
- 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 and the overall results of any interview conducted with the Proposer.
- Proposers MUST sign the Proposal Certification attached hereto as Schedule "A". Unsigned proposals will be rejected.
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- No proposal will be accepted from, nor any agreement awarded to, any Proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any Proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

## **CONTRACT**

After selection of the successful Proposer, a formal written contract will be prepared by the County of Erie and will not be binding until signed by both parties and, if necessary, approved by the Erie County Legislature 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 FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE AND/OR AUTHORITY MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.**

The term of the contract shall be for a two (2) year period expected to commence on or about commencing June 12, 2023 and terminating June 12, 2025 [The County, in its sole discretion may extend the agreement beyond its initial term for up to one (1) additional one-year periods at the same prices and conditions]

## **INDEMNIFICATION AND INSURANCE**

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

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

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

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

Upon execution of any contract between the Proposer and the County, the Proposer will be required to provide proof of the insurance coverage described in Schedule “B”.

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

## **INTELLECTUAL PROPERTY RIGHTS**

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

All deliverables created under this Agreement by the Consultant are to be considered “works made for hire”. If any of the deliverables do not qualify as “works made for hire”, the Consultant hereby assigns to the County all rights, 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 the intellectual property rights of a third party. If such a claim is made, or appears likely to be made, the Consultant agrees to enable the County’s continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records compiled by the Consultant in completing the work described in this Agreement, including but not limited to written reports, source codes, studies,



drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications, and all other similar recorded data, shall become and remain the property of the County. The Consultant may retain copies of such records for its own use.

## **NON-COLLUSION**

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

## **CONFLICT OF INTEREST**

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

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

## **COMPLIANCE WITH LAWS**

By submitting a proposal, the Proposer represents and warrants that it is familiar with all federal, state and local laws and regulations and will conform to said laws and regulations. The preparation of proposals, selection of Proposers and the award of contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

## **CONTENTS OF PROPOSAL**

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

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

### **“NOTICE**

**The data on pages \_\_\_ of this proposal identified by an asterisk (\*) contains technical or financial information constituting trade**

**secrets or information the disclosure of which would result in substantial injury to the Proposer's competitive position.**

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

and

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

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

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

#### **EFFECTIVE PERIOD OF PROPOSALS**

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

**SCHEDULE "A"**

**PROPOSER CERTIFICATION**

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

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

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

\_\_\_\_\_  
*Proposer Name*

By: \_\_\_\_\_  
*Name and Title*

## SCHEDULE "B"

### 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:

**Workers Compensation Forms**

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

**DBL (Disability Benefits Law) Forms**

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.

COUNTY OF ERIE  
STANDARD INSURANCE REQUIREMENTS

**Vendor Insurance Classification C: Contracts Involving Professional Services**

1. The provider of professional services shall obtain, at its own cost and expense, the following insurance coverages with insurance companies licensed in the State of New York and shall provide a certificate of insurance as evidence of such coverages on the County of Erie Standard Insurance Certificate.
  - A. Commercial General Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$2,000,000 Products – Completed Operation Aggregate. The coverage shall include:
    - Premises and Operations
    - Products and Completed Operations
    - Independent Contractors
    - Contractual Liability (sufficient to cover all liability assumed under contracts with the County of Erie)
  - B. Automobile Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 each occurrence. The coverage shall include Owned, Hired, and Non-Owned Autos (Symbol "1" should be designated for Liability coverage on the Business Auto Policy).
  - C. Excess "Umbrella" Liability - with a minimum limit of \$1,000,000 each occurrence / \$1,000,000 aggregate.
  - D. Worker's Compensation and Employer's Liability - providing statutory coverage in compliance with the Worker's Compensation Law of the State of New York (Forms C-105.2; SI-12; GSI-105.2; or U-26.3).
  - E. Disability Benefits - providing statutory coverage in compliance with the New York State Disability Benefits Law (Forms DB-120.1 or DB-155).
  - F. Professional Liability (Errors and Omissions or Malpractice) – with a minimum limit of \$5,000,000.

**Failure to maintain coverage herein shall constitute a material breach of this contract and the Contractor shall suspend all work immediately upon such lapse in coverage.**

2. Commercial General Liability, Automobile Liability and Excess "Umbrella" Liability shall name the County of Erie and any Board, Bureau, Commission or Agency thereof as additional insureds on ISO Form CG 2010 1185 Edition. Coverage should be provided on a primary and non-contributory bases. Waiver of Subrogation is required on all lines in favor of Erie County.

3. All policies in which the County of Erie is named as an additional insured shall provide that:

- A. The insurance company or companies issuing the policies shall have no recourse against the County of Erie for payment of any premiums or for assessments under any form of policy.
- B. The insurance shall apply separately to each insured (except with respect to the limit of the liability).

4. Prior to cancellation, non-renewal or material change of the above policies, at least forty-five (45) days advance written notice shall be given to the County of Erie, Department of Law, 95 Franklin Street, Room 1634, Buffalo, N.Y. 14202, and the Agency requesting the certificate.

5. All certificates of insurance shall be approved by the Erie County Department of Law prior to the

inception of any work.

6. The "ACCORD" form certificate may be used in place of the Erie County Standard Insurance Certificate, provided that all of the requirements set forth in the instructions for the Erie County Standard Insurance Certificate are incorporated into the "ACCORD" form certificate.

REV. 9/12



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 CONTACT INFORMATION: NAME, PHONE, FAX, ADDRESS, EMAIL, PRODUCER CUSTOMER ID #, INSURER(S) AFFORDING COVERAGE, NAIC #

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability.

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

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

X. FOR COUNTY USE ONLY: Name of County Dept. Requesting Certificate, Purchase Order or Contact Number, Vendor Insurance Classification