



# ERIE COUNTY

## REQUEST FOR PROPOSAL (RFP)

### TO PROVIDE:

## Web-Based Training Content Delivered Through a Learning Management System

RFP # 2023-033VF

MAY 1, 2023

Erie County Department of Personnel  
Brian C. Bray, Commissioner

EDWARD A. RATH COUNTY OFFICE BUILDING  
95 FRANKLIN STREET  
BUFFALO, NEW YORK 14202

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

**RFP# 2023-033VF**

**TO PROVIDE - WEB-BASED TRAINING CONTENT DELIVERED THROUGH  
A LEARNING MANAGEMENT SYSTEM**

**I. INTRODUCTION**

The County of Erie, New York (the “County”) is currently seeking Proposal Statements from qualified firms to provide state-of-the-art web-based training content for delivery through a Learning Management System (“LMS”). Proposers interested in providing these services are invited to respond to this request.

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

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

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

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

**II. PROPOSAL PROCEDURES**

**A. ANTICIPATED SCHEDULE OF PROPOSAL**

Issue RFP:	May 1, 2023
RFP Informational Meeting:	May 8, 2023 from 9 a.m. to 10 a.m.

RFP Informational Meeting will be held via WebEx. Register for the Informational Meeting by contacting [William.licata@erie.gov](mailto:William.licata@erie.gov) by May 5, 2023.

Proposals Due:	May 26, 2023
Selection Made by:	June 2, 2023
Contract Signed:	Following all necessary County approvals.

Requests for clarification of this RFP must be written and submitted to Commissioner Brian Bray at [William.Licata@erie.gov](mailto:William.Licata@erie.gov). Questions may be submitted until 4:00 pm EST on May 8, 2023. Formal written responses will be distributed by the County on May 15, 2023, and will be available at <https://www3.erie.gov/purchasing/requests-proposals-construction-bids>.

## 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. Proposals shall be limited to fifteen (15) pages.
2. One (1) original and three (3) copies shall be submitted. Proposals MUST be signed. Unsigned proposals will be rejected. One (1) electronic copy of the proposal shall also be submitted electronically to [William.Licata@erie.gov](mailto:William.Licata@erie.gov).
3. Submission of the proposals shall be directed to:

Brian C. Bray  
 Commissioner Erie County Department of Personnel  
 95 Franklin Street, Room 604  
 Buffalo, NY 14202

**All proposals must be delivered to the above office on or before May 26, 2023 at 4:00 p.m. EST. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.**

4. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.
5. Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Those proposers will be notified to arrange specific times.
6. No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.
7. Certified Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) proposers should include the Erie County certification letter with the proposal.
8. If proposer is a Veteran Owned Business, proposer should include letter indicating company is 51% or more Veteran-owned.

**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 "Request for Proposals to Provide Web-Based Training Content Delivered through a Learning Management System RFP # 2023-033VF" and Cost Proposal.**

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

### A. COUNTY OVERVIEW

The County, including Erie Community College, currently employs 7,300 people, including approximately 600 supervisor / management personnel in over 20 departments.

Erie County provides a broad range of services through departments such as Social Services, Public Works, Sheriff's Office, Health, etc.

## **B. GOALS**

The County of Erie is seeking to acquire web-based training content delivered through a learning management system maintained by a vendor. Our goal is to improve performance and achieve full compliance in mandated subjects by providing web-based training to all personnel. Training topics are prioritized as follows:

1. Prevention of Discrimination, Harassment, and Workplace Violence for Employees and Supervisors;
2. Safety;
3. Supervisory Core; and
4. Management / Leadership.

## **C. OBJECTIVES**

This contract will allow Erie County to support training using an integrated online learning portal to deliver a rich mixture of eLearning courses, videos, books, and supporting resources that are aligned with industry standards and best-practices.

These objectives include:

- Maintain compliance in mandated topics for all 7,300 current personnel.
- Improve employee performance through engaging courses.
- Provide consistent delivery of content.
- Track employee online and in-classroom training.
- Track employee proficiency in course work.
- Offer training and supplemental opportunities for professional development.

## **D. WEB-BASED TRAINING REQUIREMENTS OVERVIEW**

The contractor shall provide licensed access for up to 7,300 employees to a hosted online platform that enables user administration and integrated eLearning content access to include the following courseware areas:

- Legal / Federal Compliance
- Health and Safety Training
- Professional Development, including IT Professional Skills and Digital / End User Skills

The solution shall include existing and future title releases for all required content collections.

The online deployment platform shall function as a learning portal providing integrated access and tracking across multiple types of learning resources, with flexible options for content discovery, site administration and branding, and integration with other HR systems and processes at Erie County.

The licensed solution shall include program implementation and utilization support as well as help desk services for end user and administrator technical assistance.

Courseware must also include a legal, New York state, and federal compliance courseware collection designed to address compliance training needs such as Human Resources, employment, and HIPAA issues and government specific topics, such as, but not be limited to:

- EEO and Preventing Discrimination in the Workplace;
- Information Security Awareness;
- Privacy Awareness;
- Sexual Harassment Prevention;
- Workplace Safety;
- Workplace Violence; and
- Government Ethics.

#### **E. LMS TECHNOLOGY REQUIREMENTS**

A Learning Management System with appropriate bandwidth to sustain a high volume of users, currently 7,300 employees.

#### **F. CURRENT TECHNOLOGY OVERVIEW**

Current standards for Erie County include: Operating Systems: Windows 7, 8 or 10.

#### **G. CONTENT REQUIREMENTS**

Products and services are to include, but are not limited to the following:

1. Ongoing curriculum and courses based upon compliance requirements and performance standards for County personnel. At minimum, the core components of each module should contain:
  - a. A design for high interaction with the learner;
  - b. Variety of presentations formats: online course, videos, webinars, etc.;
  - c. Teaching text supplemented with key principles - presented for laymen understanding;
  - d. Teaching material using examples relevant to the lesson;
  - e. An assessment to determine the learner's comprehension of the lesson;
  - f. Pertinent written documents the learners may print and keep for review;
  - g. Ability to customize content for our users;
  - h. Customized content interfaces;
  - i. Ability to customize for sight impaired individuals;
  - j. Ability to develop learning plans for individual units/departments;
  - k. Includes navigation tools;
  - l. Ability to approve learning requests; and
  - m. Provide learning plans, transcript ability to select courses from libraries such as, Business Skills, Communication Skills, compliance, Health, Safety and Wellness, systems and Applications, Project Management.

2. Modules should have bookmarking capability. The individual should be able to leave the course at any time and have their work saved.
3. Customization of content to include a County & Partner homepage and a link to applicable County Policy and Procedures, forms, and contact information.
4. Ongoing Program Features:
  - a. Course updates to reflect changes in case law, government regulations, legislation, compliance standards, etc. Updates should be available for no additional cost.
  - b. Curriculum Updates – Availability to change curriculums and course selections as needed.
  - c. Compliance Services Review- Periodic reviews to evaluate usage, measurement against plan, recommend changes or enhancements to program.
  - d. Option to change courses periodically during contract term
  - e. Provide a course evaluation for each course/user

#### **H. REPORTING REQUIREMENTS**

1. Reporting tools on captured training fields;
2. Provides automatic periodic reports;
3. Ability to create and customize reports;
4. Provide dashboard of usage; and
5. By course asset, department, etc.

#### **I. TECHNICAL AND PROGRAM SUPPORT FOR ADMINISTRATION OF WEB-BASED LEARNING PROGRAM**

1. Provide technical support to Erie County administrators, including:
  - a. Ability to upload and download personnel changes through batch file processing;
  - b. Ability to download training history through batch file processing;
  - c. As needed access to activate/deactivate licenses as employees enter and separate from Erie County;
  - d. Ability to export personnel training history in Excel format; and
  - e. Provide 24/7 technical support to all users.
2. Provide program support to Erie County Administrators
  - a. Design homepage tailored to Erie County;
  - b. Develop communication plans and marketing materials for courses;
  - d. Incorporate Erie County classroom course into application – including registration, tracking and history; and
  - e. Provide long-term storage of training records.

#### **J. QUESTIONNAIRE**

Your RFP response must answer all of the following questions. Please use these questions as a guideline for the type of information needed in the RFP response, not as the entirety of what should be included.

##### **Course Content**

1. How many concurrent users can the online training support?

2. To what extent can content be customized?
3. What is the turnaround time for submitted customization to be implemented?
4. Can the training be customized to fit the unique needs of the end user (hearing/visually impaired)? If so, what are cost and maintenance implications?
5. Can modules include customization for courses and curriculum to ensure certain modules are specific for the unique needs of County personnel? For example, Bloodborne Pathogen for Law Enforcement/Corrections, Bloodborne Pathogens for Healthcare, and Bloodborne Pathogens for a general office audience.
6. What is the upgrade schedule for the training content as a product?
7. What types of teaching aids are included in the lesson content: graphics, videos, case studies, etc.
8. Does the content provide multiple levels? (i.e. a clinical person would not need the level of training as a system maintainer)
9. Does the content provide boilerplate compliance content reviewed/certified/endorsed by any third-party? If so, by what agency/organization?
10. How many libraries and courses are available?
11. Does each module have a resource library? If so, are the materials printable?
12. Is the learner given the opportunity to evaluate the course?
13. Is the tracking of non-proprietary courses available?

#### **Implementation:**

1. What is the implementation schedule?
2. How long does it typically take to implement the web-based content from the time of the signed contract?
3. How is the end user instructed in the use of the program?
4. Is application administration training required?
5. Does the proposal cost include the training of County personnel to administer the program?
6. Who is the account manager? What is the project management model? For example, is communication done by phone or email on a weekly basis?
7. Is the account manager available for support when needed?
8. What post implementation support is included in the cost?

#### **Licensing**

1. Are there different licensing models available?
2. What are the requirements for a licensed user?
3. Can licenses be added or reduced? If so, what are the cost implications?

#### **Technical**

1. Does the online training solution support a centralized authentication mechanism, such as LDAP, Kerberos, or Active Directory authentication?
2. Are there any restrictions on the number of times a user can go over a specific area of training?

#### **Reporting**

1. What reports are generated by the content provider?

### **K. PRICING**

The Proposer will provide web-based content with detailed breakdowns of proposed process, licensing fees, annual maintenance fees, and rate schedules for all development,

upgrades or enhancement; and rates for all services offered, including , but not limited to installation and setup and implementation support and consultation, data/database services, maintenance, operational training support, technical training support, system and operational documentation and manuals, etc., and including an explanation for any additional costs for each of the following:

Prices are to be no higher than those offered to any other governmental or commercial consumer. If a proposer has a municipal, New York State or a Federal GSA contract for any of the items covered in this proposal or any similar items, proposer shall so indicate that proposer has said contract(s) and supply a copy of the rates charged pursuant to such contract(s).

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

##### **UNDERSTANDINGS**

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

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

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

- To reject any or all proposals;
- To issue amendments to this RFP;
- To issue additional solicitations for proposals
- To waive any irregularities in proposals received after notification to proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each proposer;



- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;
- To interview the proposer(s);
- To request or obtain additional information the County deems necessary to determine the ability of the proposer;
- To modify dates;
- All proposals prepared in response to this RFP are at the sole expense of the proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- While this is a RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline

## **EVALUATION**

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

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

- An evaluation of the proposer’s projected approach and plans to meet the requirements of this RFP.
- The proposer’s presentation at and the overall results of any interview conducted with the proposer.
- Proposers **MUST** sign the Proposal Certification attached hereto as Schedule “A”. Unsigned proposals will be rejected.
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

## **CONTRACT**

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

The term of the contract shall be for a three (3) year period commencing July 19, 2020, and terminating July 19, 2023. The County, in its sole discretion may extend the agreement beyond its initial term for up to three (3) additional one (1)-year periods at the same prices and conditions.

## **INDEMNIFICATION AND INSURANCE**

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

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

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

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

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

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

## **INTELLECTUAL PROPERTY RIGHTS**

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

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

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

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

## **NON-COLLUSION**

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

## CONFLICT OF INTEREST

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

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

## COMPLIANCE WITH LAWS

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

## CONTENTS OF PROPOSAL

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

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

### “NOTICE

**The data on pages 1-15 of this proposal identified by an asterisk (\*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer’s competitive position.**

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

and

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

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

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

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

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

**SCHEDULE "A"****PROPOSER CERTIFICATION**

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

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

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

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*Proposer Name*

By: 

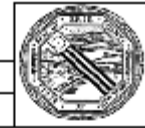
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*Name and Title*

**SCHEDULE "B"**

**STANDARD INSURANCE PROVISIONS**

County of Erie Standard Insurance Certificate



LAW-1 INS (Rev. 3/06)

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

<b>I</b> Insured Name Address Zip Phone No.	<b>III Companies Affording Coverages</b>	
	A	
	B	
	C	
<b>II</b> Issuing Agency Name Address Zip Phone No.	D	

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

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

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

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

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

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

**FOR COUNTY USE ONLY:**

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

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

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

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

\* Construction contracts require excess Umbrella Liability limits of \$3,000,000.  
 \*\* Snow removal contracts require evidence of broad form property damage.  
 \*\*\* In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.  
 \*\*\*\* Transportation of people in buses, vans or station wagons requires \$3,000,000 excess liability.

NOTE: Workers Compensation & Employers Liability plus NYS Disability Benefits does not apply to self employed individuals.  
 V. In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the standards printed above.  
 VI. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.