



ERIE COUNTY

REQUEST FOR PROPOSALS (RFP) TO CONDUCT A WOMEN AND WORK PAY GAP STUDY

RFP # 2024-019VF

March 14, 2024

**OFFICE OF PUBLIC ADVOCACY
COMMISSION ON THE STATUS OF WOMEN
EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET, ROOM 651
BUFFALO, NEW YORK 14202**

I. INTRODUCTION

The County of Erie (“County”) is requesting proposals from a qualified consultant to research, gather, and analyze qualitative and quantitative data on gender-based wage disparities in Erie County, New York, as part of a county-wide Women and Work Study. The data will include current statistics for female wage earners in Erie County including but not limited to percentage of female participation in wage earning workforce, statistics on wages and occupation subdivided by age, race/ethnicity, occupation and education.

The Commission on the Status of Women is working to create a current report on the economic status of working (wage earning) women in Erie County, New York to identify some of the root causes of the persistent gender wage gap and make recommendation on how these long-standing wage inequities can be addressed and eradicated.

PROPOSAL PROCEDURES

1. ANTICIPATED SCHEDULE OF PROPOSAL

RFP Issue Date	<u>March 11, 2024</u>
Proposers’ Questions Due	<u>March 26, 2024</u>
Responses to Questions Issued	<u>April 1, 2024</u>
Proposal Due Date	<u>April 15, 2024</u>
Interviews, <i>if necessary</i> ,	<u>April 25-26, 2024</u>
<u>Contract signed</u>	<u>Following all necessary approvals</u>
Anticipate Award Date	<u>May 9, 2024</u>

2. GENERAL INFORMATION AND 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 four (4) copies shall be submitted. Proposals MUST be signed. Unsigned proposals will be rejected.
3. Submission of the proposals shall be directed to:
Karen L. King, PhD, Commissioner of Public Advocacy Erie County
EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET, ROOM 651
BUFFALO, NEW YORK 14202

All proposals must be delivered to the above office on or before April 15, 2024, at no later than 4:00 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 submitted to

**Karen L. King, PhD,
Commissioner, Erie County Office of Public Advocacy
Executive Director, Commission on the Status of Women
Edward A. Rath County Office Building
95 Franklin Street, Room 651
Buffalo, New York 14202
karen.king@erie.gov**

The County will accept written questions concerning this RFP through March 26 1, 2024. All questions should be directed to karen.king@erie.gov. The County will post responses to questions received on the Erie County Office of Purchasing website <https://www3.erie.gov/purchasing/requests-proposals-construction-bids> no later than 12:00 p.m. on April 1, 2024. RFP bid responses will be due to the County on **April 15, 2024, no later than 4:00 pm.** NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR 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. No Optional Pre-Proposal meeting will be held.
9. 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 statuses or any other status protected by local, New York State and Federal laws.

II. SCOPE OF PROFESSIONAL SERVICES REQUIRED

The consultant will research, collect, and analyze data utilizing qualitative and quantitative research methods and instruments including focus groups, individual interviews and surveys including:

- Soliciting participants: wage earning women living and working in Erie County.
- Organize and conduct focus groups and individual interviews to collect qualitative data.
- Develop quantitative (survey) to collect data on gender-based wage disparities in Erie County, New York, the data will include current qualitative and quantitative statistics on female wage earners in Erie County including but not limited to: percentage of female participation in wage earning workforce, statistics on wages and occupation subdivided by age, race/ethnicity, occupation and education.

The work will begin upon execution of an agreement and for services and be completed on or about November 1, 2024.

III. OBJECTIVES OF THE Women and Work/ PAY GAP STUDY AND CONSULTANT SERVICES

The report will provide research findings based on the qualitative and quantitative data collected on female wage earners in Erie County via focus group and survey data as well providing contextual state and national data sets that focus on female wage earners, resulting in a report that will provide an analysis of the economic landscape and status of woman wage earners in Erie County and identify some of the root causes of the persistent gender-based wage gap and recommendations on how to narrow and eliminate the gap.

IV. PROPOSAL SUBMISSION INSTRUCTIONS

Interested parties shall provide no more than **20** pages in response, including:

1. RFP Cover Sheet attached hereto as **Appendix A**;
2. Cover Letter. The cover letter shall be signed by an authorized representative of the Proposer and should indicate the Proposer's commitment to providing the services requested.
3. Executive Summary. The executive summary should include a brief overview of the proposed plan to achieve the County's objectives, the overall strategy for implementing the plan, and the key personnel who will be responsible for seeing the project through to completion.
4. Qualifications and specialized experience of the firm.
5. Comments and insights on any other aspects of the County's effort to collect and analyze data on gender-based wage disparities in Erie County, New York

6. The Proposer must provide at least three (3) client references that have received comparable and satisfactory disparity, availability, or utilization analysis services from the Proposer within the past ten (10) years.
7. Provide a list of any pending litigation and include a brief description of the reason for the legal action.
8. Provide information regarding any real or potential conflict of interest(s). Failure to disclose any potential conflict of interest at the outset may be cause for rejection of the proposal.
9. Complete and return all **Appendices** and **Schedules** hereto.
10. Submit the Cost Proposal outlined in **Appendix B**.

Proposals received after the stated date and time due will not be considered. The County is not under any obligation to return proposals. It is each Proposer’s responsibility to carefully review all the requirements of this RFP, including the scope of work, the specifications, and terms and conditions. It is further the Proposer’s responsibility to ask questions, request clarifications, or otherwise advise the County if any language, specifications, or requirements of this RFP appear to be ambiguous, contradictory, or to inadvertently restrict or limit the vendors that could meet the requirements of this RFP to a single source.

The County is under no obligation to respond to any question, inquiry, or assertion that is not received in writing. Violation of these provisions may result in immediate disqualification.

Proposers will submit all proposals and direct all responses, questions, and any other communications to the following authorized contact person:

Karen King, PhD., Commissioner of Public Advocacy
Executive Director, Commission on the Status of Women
95 Franklin Street, Room 651
Buffalo, New York 14202
Telephone: (716) 858-8307
karen.king@erie.gov

V. SCORING, RANKING AND SELECTION

All Proposals, timely received and complete, will be evaluated and ranked by a selection committee comprised of staff from Erie County. The committee will review and evaluate the proposal submissions based upon the requirements stated in the body of this RFP and in accordance with the following criteria:

- | | |
|--|-----|
| • Clear understanding of the Scope of Work | 30% |
| • Experience and qualifications of proposed team | 25% |
| • Experience of firm and team with similar kinds of projects and/or work | 25% |
| • Percentage of proposed M/WBE Participation | 10% |
| • Proposal printed double-sided | 10% |

See also Part VI. “Statement of Rights”, specifically “Evaluation” for additional information related to evaluation criteria.

VI. STATEMENT OF RIGHTS

A. 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.

B. 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.

C. **CONTRACT**

After the selection of the successful Proposer, a formal written contract will be prepared by the County 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, 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.

D. **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:

“The Consultant agrees to procure and maintain insurance naming the County as additional insured where indicated, as provided and described in **Schedule “C”** of this RFP, which is attached hereto and made a part hereof:

The Consultant agrees: that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Consultant shall defend, indemnify and hold harmless the County, its officers, employees, and agents from and against the Consultant’s proportional share of liability, damage, claim, demand, cost, judgment, fee, attorneys’ fees, or loss which the County may sustain, be subject to, or be caused to incur because of or as a result of

- (a) any wrongful act, error, or omission of the Consultant or third parties under the direction or control of the Consultant; or
- (b) any willful misconduct of the Consultant or third parties under the direction or control of the Consultant; or
- (c) any infringement of any claimed copyright or patent right of designs, plans, drawings, or specifications furnished by the Consultant or its sub-consultant. Nothing contained herein shall create or give third parties any claim or right of action against the County or the Consultant beyond such as may legally exist without regard to this provision.”

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 accepted until approved by the County Attorney.

E. 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 from 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 use.

F. 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.

G. 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.

H. 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.

I. 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 boldface, 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.

J. EFFECTIVE PERIODS OF PROPSALS

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 a period shall not be less than one hundred eighty (180) days from the proposal date.

VII. APPENDICES AND SCHEDULES

Appendix A – RFP Cover Sheet

Appendix B - Cost Proposal

Appendix C - Program Description and Staffing

Schedule “A” – Non-Collusion Certification

Schedule “B” – Equal Pay Certification

Schedule “C” – Erie County Insurance Requirements

APPENDIX A

ERIE COUNTY OFFICE OF PUBLIC ADVOCACY
COMMISSION ON THE STATUS OF WOMEN RFP COVERSHEET
RFP#2024-019VF TO CONDUCT A PAY GAP STUDY

Please provide an attachment if more space is needed.

Owner Name:	
Contact Person:	
Mailing Address:	
Phone Number:	
Email:	
Website:	
Federal Employer ID# (FEIN):	
Is the agency debarred/suspended from receiving funds/doing business with the Federal government?	
Please provide DUNS #, if available:	
Is the agency a Certified Minority Business Enterprise/ Women's Business Enterprise (MBE/WBE)?	Please provide the Erie County MBE/WBE Certification letter as an attachment.
Is the agency a Veteran-Owned Business?	Please provide the letter indicating their company is 51% or more veteran-owned as an attachment.
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:	
List of all prime and subcontractors that your agency does business with:	

APPENDIX “B”
COST PROPOSAL

Proposed Cost Breakdown

The vendor shall provide a complete detailed cost breakdown of all services to be provided, including but not limited to titles, hourly rates, materials, and other expenses for each of the deliverables indicated in this solicitation. Additionally, if the vendor proposes additional related services, the vendor shall also include a similar cost breakdown for those services.

APPENDIX "C"

Program Description and Staffing

Please provide your technical proposal, including, but not limited to, the following information:

- a. State the proposed approach to the Scope of Services.**

- b. Staffing: Bios of firm principals as well as staff expected to be assigned to this project.**

- c. Detail prior experience in the area of conducting disparity studies.**

- d. Detail prior experience with public sector clients of similar size and scope.**

- e. Include a detailed cover letter on the firm's letterhead indicating the EIN number and the name of the parties authorized to discuss and/or enter into negotiations with Erie County with respect to this proposal.**

APPROVED AND SUBMITTED BY:

(Signature)

PRINT NAME: _____

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 (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 that 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 and acceptable to the County Attorney.

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

By:

Name and Title

Date: _____

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

Signature

Verification

A) OWNER/PARTNERSHIP

STATE OF _____)
COUNTY OF _____) SS:

_____, 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.

Sworn to before me this _____ Day of _____, 20__

Notary

B) CORPORATE

STATE OF _____)
COUNTY OF _____) SS:

_____, being duly sworn, states that he or she is the
Name of Corporate Officer
_____, of _____,
Title of Corporate Officer Name of Corporation

the enterprise is 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__

Notary

SCHEDULE "C"

Erie County Insurance Requirements

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery or 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 Concession-Aires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen. Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL
General Aggregate	\$2,000,000						
Products Comp. Ops.	\$2,000,000						
Blanket Broad Form	Not Excluded or Limited		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Contractual Liability							
Broad Form P.D.							
X.C.U.							
Liquor Law				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-non contributory bases.
- VII. Designated Construction Project General Aggregate Limit Per Location Endorsement CG 25 03 is Required.
- VIII. 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.
- IX. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.
- X. Workers Compensation: State Workers' Compensation Board form DB-155 is required for proof of compliance with the New York State Disability Benefits Law.
Locations of operation shall be "All locations in Erie County, New York."

For those entities who request permits, licenses, or contracts are required to provide either an Affidavit of Exemption (BP-1) or Certificate of Insurance 105.2, Certificate of Self Insurance SI-12, DB-155, or a Certificate of Attestation CE-200 to evidence exemption of coverage by statute. 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.
- XI. 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.