



**ERIE COUNTY**

**REQUEST FOR PROPOSAL (RFP)**

for

**DEAF AND HARD OF HEARING**

**INTERPRETIVE SERVICES**

**RFP #1315VF**

**Date: May 1, 2013**

**Judith A. DeWald, Commissioner's Office**  
**EDWARD A. RATH COUNTY OFFICE BUILDING**  
**95 FRANKLIN STREET**  
**BUFFALO, NEW YORK 14202**

# ERIE COUNTY DEPARTMENT OF SOCIAL SERVICES (ECDSS)

## REQUEST FOR PROPOSAL: #1315VF DEAF AND HARD OF HEARING INTERPRETIVE SERVICES

### I. INTRODUCTION

Erie County ("County") is currently seeking proposals from qualified not-for-profit agencies ("Proposer") interested in providing Interpretive Services for Deaf and Hard of Hearing Applicants/Recipients of services from the Erie County Department of Social Services (ECDSS) in 2014.

Proposers are invited to respond to this request. It is the County's intent to select the Proposer(s) that provides the best solution for the County's needs. This document will inform the service delivery network of basic requirements that Erie County uses as part of its standard contract process.

All applicants, including those agencies currently under contract with ECDSS for this service, must participate in this selection process in order to be considered for continued funding.

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

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

The County will only contract with agencies or 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.

**The Erie County Department of Social Services has identified the following goals as being consistent with this Request for Proposals:**

- Provision of appropriate, accurate, and impartial interpretation for deaf or hard of hearing individuals, referred by the Erie County Department of Social Services, so that individuals may access needed services offered by ECDSS,
- Adherence to confidentiality and other ethical practices by those providing this service, and
- Demonstration of cultural sensitivity by those providing the service, as related to interactions with individuals referred by ECDSS.

### II. FUNDING AND BUDGET

A total of \$20,000.00 is potentially available for allocation for this service for 2014.

Proposers are to provide a description of their proposed billing procedures as well as an explanation of all rates for services rendered (see Appendix A, p.12). Include information on the following:

- Rates, according to varying lengths of time for interpretation services,
- minimum charges,

- any late cancellation charges,
- emergency and after regular hours' charges (specify times), and
- weekend or holiday hours

The award period will be for a three-year term, subject to annual contract renewal, contingent upon the Proposer providing the required and expected services. Initial award and renewals are subject to inclusion of funding in the County Executive Recommended Budget and as adopted by the Erie County Legislature, as well as, contingent upon availability of New York State funds appropriated for this purpose.

Future awards will be dependent on available funds and subject to the demonstrated fiscal and programmatic stability of the applicant agency, as well as their meeting all of the ECDSS requirements.

After reviewing and scoring the submitted proposals, the selection committee will make a recommendation to the Commissioner of ECDSS, and in turn this recommendation will be made to the Erie County Executive. All final decisions are subject to Legislative approval.

*Note: Administrative costs may not exceed 20% of the requested funds for 2014 and thereafter, by Executive Order from the NYS Governor and the Erie County Executive, it will be capped at 15% for all future years. Lower Administrative costs will be favored when rating proposals. Erie County seeks to move in the direction initiated by New York State to keep administrative costs at this level or below.*

### **III. KEY TIME FRAMES**

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

- **Issue RFP:**                    **May 1, 2013**
- **Proposals Due:**            **May 29, 2013**
- **Selection Made:**           **June, 2013**
- **Contract Signed:**        **Approximately July, 2013**

### **IV. 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. Specific instructions for the proposal format and content are outlined in Appendix A found on pp. 11 - 12.
2. A cover letter, contact information, and a letter of support, signed by the CEO and the Board President, must accompany the proposal.
3. One (1) original and five (5) copies shall be submitted. Proposals **MUST** be signed, using the attached Schedule A: Proposer Certification. Unsigned proposals will be rejected.

4. Submission of the proposals shall be directed to:

Judy DeWald, Assistant Social Services Program Director  
Department of Social Services  
95 Franklin Street, Room 864  
Buffalo, New York 14202

**All proposals must be delivered to the above office on or before May 29, 2013 at 4:00 p.m. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.**

5. **Requests for clarification** of this RFP must be written and submitted to Judy DeWald at [Judith.DeWald@erie.gov](mailto:Judith.DeWald@erie.gov) **no later than 4:00 p.m. on May 15, 2013.** A list of questions and answers will be posted on the County website by May 20, 2013. **NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.**
6. 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.
7. 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.
8. Information on the Standard Insurance Provisions required of agencies selected as a contractor of this service is on pp. 13 and 14 of this RFP. This document is for informational purposes only and is not to be completed by the Proposer during the RFP submission.

## **V. SCOPE OF THE SERVICE**

### **A. Target Population**

This service will target any individual who is applying for or receiving any service from ECDSS. Services include but are not limited to child welfare services, adult protective services, eligibility services, or legal services.

### **B. Description of Services to be Provided**

Interpretive Services for the Deaf or Hard of Hearing needed within Erie County include, but are not limited to:

- Provision of interpretive services to individuals applying for or receiving any service within ECDSS,
- Ability to provide the service at any ECDSS location, as determined by the referring worker,
- Ability to provide the service at appropriate sites other than ECDSS, including a client's residence, medical facility, counseling program, court, etc.,

- Ability to provide the service at times other than regular working hours,
- Provision of emergency interpretive services to individuals at a day and time to be determined by the referring worker (may necessitate same day service), and
- Adherence to HIPPA confidentiality requirements, including signing the HIPPA Confidentiality Agreement

## **VI. APPLICANT REQUIREMENTS**

The successful Proposer will:

- Demonstrate the ability to provide the service, effective 1/1/14,
- Be a current 501(c)(3) not-for-profit entity, with the ability to manage funds from a government funding source, maintain billing systems, and achieve any reporting requirements,
- Maintain a skilled and appropriately educated workforce.

## **VII. STATEMENT OF RIGHTS**

### **UNDERSTANDINGS**

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

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

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

- To reject any or all proposals;
- To issue amendments to this RFP;

- To issue additional solicitations for proposals
- To waive any irregularities 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 provide the service;
- 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.

### **XIII. EXPERIENCE AND QUALIFICATIONS**

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

- The Proposer's demonstrated capability to provide the services.
- Evaluation of the professional qualifications and resume(s) of individuals involved in providing services.
- The Proposer's experience in performing the proposed services.
- The Proposer's financial ability to provide the services.

- A determination that the Proposer has submitted a complete and responsive proposal as required by this RFP, including the projected approach and plans to meet the service needs.
- The Proposer's presentation at and the overall results of any interview conducted with the Proposer to clarify the written proposal.
- The agency CEO MUST sign the Proposal Certification attached hereto as Schedule A. Unsigned proposals will be rejected.
- 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.
- The evaluation process is designed to award the proposal with the best combination of attributes based on the evaluation criteria. A score shall be calculated for each criterion for each proposal. The total of the scores for all criteria in each proposal will be known as the Proposer's final score.

**All Proposals will be scored by a review panel of professionals, using the following criteria and possible points:**

1. Proposed Program Characteristics: 30 points
2. Agency Experience and Qualifications: 40 points
3. Interpretation Rates and Billing Procedures: 30 points

## **IX. CONTRACT**

**After 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 office of the Erie County Attorney and/or if necessary, the Erie County Fiscal Stability Authority. 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.**

The term of the contract shall be for a period commencing January 1, 2014 and terminating December 31, 2014.

## **INDEMNIFICATION AND INSURANCE**

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

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

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Proposer shall indemnify and hold harmless Erie County, its officers,

employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Proposer or third parties under the direction or control of the Proposer; and

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

Upon execution of any contract between the Proposer and the County, the Proposer will be required to provide proof of the applicable insurance coverage described in the "Vendor Classification C" found on the Standard Insurance Provision (pp.13-14). 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 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 Erie 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 indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Proposer agrees to the County's continued use of the deliverable, or to modify or replace it. If the County that none of these alternatives is reasonably available, the deliverable will be returned.

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

## **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, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

## **CONFLICT OF INTEREST**

All Proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County. Further, all Proposers must disclose the name of any Department of Social Services 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 (the "County") and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the County for the required services. The undersigned agrees and understands that the County is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the County, its directors, officers, employees or agents unless an agreement is signed by a duly authorized County officer and, if necessary, approved by the Erie County Legislature, the Office of the County Attorney and/or the Erie County Fiscal Stability Authority.

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

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

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

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

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

## **APPENDIX A:** **PROPOSAL FORMAT AND CONTENT**

In order for Proposers to be considered for an award, the terms, conditions and instructions contained in this RFP and attachments must be met. Any proposals which do not meet these criteria may be considered non-responsive. The proposal should include 3 sections, submitted in one packet.

- A. **Section 1 - Technical Proposal.** This section shall describe your approach and plans for accomplishing the work outlined in Section V, Scope of The Service.
- B. **Section 2 - Organizational Support and Experience.** This section shall contain all pertinent information relating to your organization, personnel and experience that would substantiate your qualifications and capabilities to perform the services, as defined in this RFP.
- C. **Section 3 – Interpretation Rates and Billing Procedures.**

Specific instructions regarding the structure of each section are described below.

**Section 1 – Technical Proposal:** all proposals must be **limited to no more than fifteen pages.**

- 1. Clearly define your agency's mission.
- 2. Demonstrate how the funding provided to operate Deaf and Hard of Hearing Interpretive Services will be used to develop organizational capacity. Organizational capacity refers to the ability of your agency and staff to maintain a successful operation that is consistent with the outcomes of this RFP.
- 3. Clearly identify the staff associated with the project, job titles and number of staff in each title. Specify the required education, training, and experience for each position title, their role in providing the services, and supervision protocols.
- 4. Provide an overview of how your agency will deliver the requested services, effective January 1, 2014, including the ability to provide the service at various locations and times. Specify how your agency will handle cancellations of scheduled appointments from both your agency as well as from ECDSS, and how staff will deliver culturally competent services to a variety of clientele.
- 5. Describe the capacity for service, addressing the estimated total number of individuals that may be served by this proposed contract.
- 6. Provide any other information that you feel would distinguish your organization's approach to the delivery of Interpretive Services for Deaf and Hard of Hearing individuals involved with ECDSS.
- 7. Include the signed Schedule A: Proposer Certification on page 10.

**Section 2 - Organizational Support and Experience**

- 1. Provide a brief history and description of your organization. Provide a copy of your organization's most recent annual financial report.

2. Identify your organization's professional staff member(s) who is authorized to bind the proposal, and staff who will be directly involved in the County engagement, the experience each possesses, and the location of the office from which each will work.
3. Provide resumes for all program staff, including administrators, program supervisors, and interpreters.
4. Provide a copy of your program's organizational chart.
5. Provide any additional information that would distinguish your organization in its service to the County.
6. Provide with the proposal, a **separate envelope or folder** which includes a single copy of the most current information, as noted below.

*Note: these materials cannot be returned.*

- Most recent Audit report prepared by an independent CPA, including agency management letter
- Listing of Officers and Board of Directors
- Evidence of current IRS determination as a 501(c)(3) organization

### **Section 3 – Interpretation Rates and Billing Procedures**

1. Include a written description of all proposed rates for interpretation services.
2. Include a written description of how your agency will bill ECDSS for services rendered, as well as any record-keeping procedures associated with this proposed service.



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 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.