



ERIE COUNTY

REQUEST FOR PROPOSAL (RFP) TO PROVIDE INSURANCE BROKERAGE AND RISK MANAGEMENT SERVICES

RFP #1309VF

April 8, 2013

**MICHAEL A. SIRAGUSA
ERIE COUNTY ATTORNEY
EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET, ROOM 1634
BUFFALO, NEW YORK 14202**

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

RFP# 1309VF
TO PROVIDE INSURANCE
BROKERAGE AND RISK MANAGEMENT SERVICES

I. INTRODUCTION

The County of Erie, New York (the “County”) is currently seeking Proposal Statements from qualified brokers interested in serving as the County’s insurance and risk management advisor and insurance broker. Proposers interested in serving as the County’s insurance and risk management advisor and/or insurance broker 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.

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

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

Issue RFP:	April 8, 2013
Proposals Due:	April 26, 2013
Selection Made:	Approximately May 8, 2013
Contract Signed:	Following all necessary County approvals

B. GENERAL REQUIREMENTS

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

Michael A. Siragusa, Esq.
Erie County Attorney
95 Franklin Street, Room 1634
Buffalo, New York 14202

All proposals must be delivered to the above office on or before April 26, 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.

4. Requests for clarification of this RFP must be written and submitted to Michael A. Siragusa, Erie County Attorney at 95 Franklin Street, Room 1634, Buffalo, New York 14202 no later than 3:00 pm on April 19, 2013. Formal written responses will be distributed by the County on or before April 23, 2013. **NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.**
5. Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Those proposers will be notified to arrange specific times.
6. No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.
7. Certified Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) proposers should include the Erie County certification letter with the proposal.
8. If proposer is a Veteran Owned Business, proposer should include a letter indicating company is 51% or more Veteran-owned.
9. **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 (" Insurance Brokerage and Risk Management Services - RFP # 1309VF") and Cost Proposal.**

III. SCOPE OF PROFESSIONAL SERVICES REQUIRED

1. Specific Program Information

A summary of the current insurance coverages is outlined in Schedule "C". Although it is not a requirement, the County's current policies, policy applications, and specific loss information, may be reviewed by prospective proposers. Review of such documents may provide a better understanding of the County's Risk Management process as well as the County in general. Appointments may be scheduled Monday through Thursday, 10:00 A.M. to 3:00 P.M. To set up an appointment, please contact Danette Drennen at 858-2200.

2. Risk Financing

The County currently procures all of the coverage in Schedule "C", including coverage for component and related units of the County.

3. Current Consultant

Lawley Service, Inc.
361 Delaware Avenue
Buffalo, New York 14202

4. Staffing

The County Attorney's Office is responsible for developing, recommending and supervising the administration of insurance and risk management for the County (e.g. continuously analyzing risks to be covered or self-assumed).

C. REQUIREMENTS

In addition to the objectives listed, the County is looking for a broker to staff, manage and assume responsibility as described below:

1. Experience/Capabilities

Proposals should specifically detail the background, experience and abilities that your firm has had in relation to:

- Similar size accounts
- Similar size exposures
- Municipal exposures
- Environmental exposures

2. Insured Program

The successful proposer(s) will have the responsibility of acting as the County's insurance and risk management representative(s) to the world insurance market. The

County reserves the right to determine which coverages will be placed by the successful broker(s). As part of the annual insurance marketing process and in formulating a response, the following should be taken into account and addressed for each of the following lines of insurance the County currently holds:

- There will be no reduction in policy limits (as depicted in Schedule "C"), coverage terms and conditions, or increase in deductibles – unless the market conditions will not allow a similar renewal or without prior written approval of the County Attorney.
- Estimate premium savings or premium increases by policy and by specific coverage enhancements.
- Estimate the additional premium (if any) to reduce any of the retention levels under the property and liability coverages.
- Principal markets you would contact and the advantages and disadvantages of each option. All estimates should be "net" of any commissions, except to the extent commissions are required by New York State Insurance Law. Your firm is not to contact any underwriters or markets. Any contact with underwriters or markets will result in your firm being disqualified from the RFP process. The County encourages your firm to present creative options.
- Whether any of the current policies be consolidated, changed, or endorsed in order to obtain premium savings or increase the breadth of coverage.
- All insurance policies are to be placed with insurance companies that have an A.M. Best rating of at least A- with a financial size category rating of VIII. All carriers must be licensed to do business in New York State. Exceptions to this can be obtained via written approval by the County Attorney prior to placement of coverage.
- Use of wholesalers or intermediaries.
- Annual risk financing alternatives analysis and provide programmatic advice to the County that will serve to achieve the County's cost containment and program quality objectives.
- Proposer(s) should address how it will write, issue and update publications describing the County's insurance policies. An insurance summary of each policy will be written which will include all pertinent information regarding limits, deductibles, perils, exclusions, etc.

The successful proposer(s) should understand that on an annual basis, in advance of the renewal date of existing or new insurance policies and in conjunction with the County Attorney, the following activities are expected to be performed:

- Review of insurance market conditions in terms of capacity, pricing and limitations or extensions of coverages.
- Conduct a financial review of present or proposed insurance companies to

confirm the current companies meet the financial stability requirements in this proposal.

- On an annual basis, conduct an exposure analysis and prepare reports of all exposures to accidental event risk loss which can be covered by insurance.
- Review all identified risks to determine if risks have increased or decreased.
- Compile information for underwriters in order for them to be able to fairly evaluate their exposures and accept the transfer of the County's risks.
- Review and document all placed policies, cover notes and binders to make sure they contain the correct information on pricing, terms, conditions and other relevant information.
- Annually, (if possible given market conditions) submit the following year's proposed insurance costs, no less than thirty (30) days prior to renewal.
- Annually, policies are to be received by the County within 45 days of the date they are obtained from underwriters by the successful proponent.

If any of the above poses a problem, it should be addressed within the firm's proposal.

3. Account Stewardship

A qualified insurance professional and back-up shall be designated to perform and manage a team of highly qualified account managers and insurance professionals to coordinate all activities associated with servicing the County. Account stewardship includes:

- Management Direction – the selected executive will manage all team members in order to ensure that the work performed by the team is of the highest quality, in total compliance with the terms and conditions of the contract, and all applicable insurance statutes and regulations.
- The development and implementation of a detailed account stewardship plan which should include, but not be limited to:

Account team composition, including education, qualifications, professional designations and affiliations and prior work experience, percent of time that will be devoted to the County, specific responsibilities and duties for each team member.

A detailed work plan which describes the account management team, work schedules, areas of concentration, timing, information requirements and marketing approach for the first year of the contract within the proposal. (This shall be updated annually thereafter.)

Overview on a quarterly basis, or at the direction of the County Attorney, the team will meet with the County Attorney to review all activities performed by the broker during the prior quarter. Any business concerns

should be presented at this meeting with options and recommendations for changes.

Information regarding accessibility and availability of team members should be included.

- Annually, a formal account stewardship review with the County Attorney will be held. This review will focus on all the activities related to risk and insurance management that were performed during the prior contract year. The review will also focus on determining and agreeing upon the account management strategy for the upcoming contract year. This review strategy shall be held 120 days prior to renewal and include a discussion of an exposure analysis, alternative risk financing approaches, policy review, premium pricing, domestic and international market conditions and the County's decision points. The County reserves the right to change topics, change the number of meetings and set the date(s) of meetings.
- Accurate files are an absolute necessity for the risk and insurance management process. This process, along with the file, will be subject to inspection and audit on a periodic schedule by the County, with advance written notice. An audit, if any, will solely encompass the scope of work provided by the broker to the County.

Follow-up files must be maintained to ensure that follow-up is given to the County Attorney in a punctual manner.

4. Risk Identification - General

The successful broker will work with the County and its insurance carriers and other service providers, if any, to identify and measure the impact of accidental loss. This process includes:

- Schedule meetings in addition to the quarterly overview meetings, if necessary, with the County Attorney to discuss risks and loss prevention efforts.
- Review and evaluate all leases and contracts as requested by the County and comment as necessary on insurance coverages and limits.
- Review of insurance company inspection reports.
- Maintain loss prevention information including detailed information on loss prevention recommendations, County's responses and follow-up activities.

5. Property Risk Control

Proposers should explain the proposed assistance that they can provide with respect to Property Risk Control. This is specifically expected to include physical surveys with written comments by a qualified Property Risk Control Consultant.

6. Property Valuation

The successful broker should have the ability, at a future date, to provide a maximum property valuation exposure analysis for each location. The number of hours, or percentages of time that the County can utilize this professional should be identified, as well as their background and areas of expertise.

7. Liability Risk Control

Proposers should explain the proposed assistance they can provide with respect to Liability Risk Control. This is expected to cover all areas of liability including general liability, environmental liability and automobile liability. This is specifically expected to include physical surveys with written comments by qualified Liability Loss Control Consultants. The number of hours, or percentages of time that the County can utilize this professional should be identified, as well as their background and areas of expertise.

8. Claims Management

Proposers should explain the proposed assistance they can provide if first or third party claims occur. Specifically, Property Claims Consultants and Liability Claims Consultants, or other equally qualified specialists should be identified and explained. The number of hours, or percentage of time that the County can utilize this professional should be identified, as well as their background and areas of expertise.

9. Workers' Compensation Support

Proposers should explain assistance they can provide to support and supplement the County Workers' Compensation self-insurance program and the County's Third Party Administrator.

10. Ancillary Services

The proposer should also address any other ancillary services they can provide which may be beneficial to the County. Any proprietary software capabilities that can be utilized should be explained. It should be clearly stated if these services are included or if they can be purchased optionally on an as needed basis. Costs for options must be included in the Cost Proposal.

11. General Program Support

- The successful broker should specifically be able to comment on the adequacy of insurance requirements for new tenants/contractors or service providers on an as needed basis and assist in developing contract or lease insurance requirements.
- Special Events – the successful broker should be able to assist in setting up insurance standards and comments on risk appetite for special events held on County property.

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.

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 June 1, 2013 and terminating May 31, 2016. The County, in its sole discretion may extend the agreement beyond its initial term for up to two (2) additional one-year periods at the same prices and conditions.

INDEMNIFICATION AND INSURANCE

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

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

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

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

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

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

RECORDS

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

NON-COLLUSION

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

CONFLICT OF INTEREST

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

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

COMPLIANCE WITH LAWS

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

CONTENTS OF PROPOSAL

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

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

“NOTICE

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

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

and

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

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

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

EFFECTIVE PERIOD OF PROPOSALS

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

SCHEDULE "A"

PROPOSER CERTIFICATION

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

Proposer Name

By: _____
Name and Title

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.

II. CERTIFICATES OF INSURANCE

- A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"
- B. Coverage must comply with all specifications of the contract.
- C. Must be executed by an Insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.

IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concessionaires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen. Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL
General Aggregate	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Products Completed Operations Liability	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Blanket Broad Form Contractual Liability	INCLUDE						
Contractual Liability		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE						
X.C.U. (explosion, collapse, Underground)	INCLUDE						
Liquor Law				INCLUDE	INCLUDE		
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County, To Be Named Add'l insd.	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.

VI Coverage must be provided on a primary-non contributory bases.

VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.

In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is VIII. required.

IX. Waiver of Subrogation: Required on all lines unless noted

X Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.

XI. Workers Compensation: State Workers' Compensation / Disability Benefits Law
Use Applicable Certificates Below:

Workers Compensation Forms

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

DBL (Disability Benefits Law) Forms

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

XII. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.

SCHEDULE "C"

Current County Insurance Coverage

ERIE COUNTY

COVERAGE SUMMARY - BY ENTITY LINE OF COVERAGE

Project Name	Coverage	Eff Date	Exp Date	Carrier	Policy #	Agent	Premium
ERIE COUNTY - PROPERTY Court Bldg, School 84, Correctional Facility, Stadium, Botanical Gardens							
Correctional Facility School 85 Stadium - increased limits Botanical Gardens Convention Center Center	Holding Property - incl B&M	3/11/2013	3/11/2014	Travelers Indemnity Co	KTKCMB2009N49512	Lawley	\$210,904
TTV - \$603,769,070 (130% margin clause) Deductible : \$1 million for Stadium and \$100,000 for all other locations							
Correctional Facility School 85 Stadium Botanical Gardens Convention Center Center	Holding Property - incl B&M	3/11/2012	3/11/2013	Travelers Indemnity Co	KTKCMB2009N49512	Lawley	\$181,547
Correctional Facility School 85 Stadium Botanical Gardens Convention Center Center	Holding Property - incl B&M	3/11/2011	3/11/2012	Travelers Indemnity Co	KTKCMB2009N49511	Lawley	\$180,846
Correctional Facility School 85 Stadium Botanical Gardens Convention Center Center	Holding Property - incl B&M	3/11/2010	3/11/2011	Travelers Indemnity Co	KTKCMB2009N49510	Lawley	\$180,846
Correctional Facility School 85 Stadium Botanical Gardens	Property - incl B&M	3/11/2008	3/11/2009	Lexington (AIG)	3113003	Vanner	\$150,500
Erie County Courts Renovation Project	Builders Risk/Policy A 25 Delaware 95 Franklin 77 W. Eagle	8/23/2002	4/23/2004	Travelers Property Casualty Co. of America	QT-660-173D8858-TIL-02	Lawley	\$134,651

ERIE COUNTY

COVERAGE SUMMARY - BY ENTITY LINE OF COVERAGE

Project Name	Coverage	Eff Date	Exp Date	Carrier	Policy #	Agent	Premium
ERIE COUNTY TOBACCO ASSET SECURITIZATION CORP (ECTASC)							
Erie County Tobacco Asset Securitization Corp	Directors & Officers Liability EPL	10/30/2012	10/30/2013	Westchester Fire Ins Co	G24321915001	Lawley	\$16,434
Erie County Tobacco Asset Securitization Corp	Directors & Officers Liability EPL	10/30/2011	10/30/2012	Westchester Fire Ins Co	G25733046001	Lawley	\$16,468
Erie County Tobacco Asset Securitization Corp	Directors & Officers Liability EPL	10/30/2010	10/30/2011	Westchester Fire Ins Co	G25733046001	Lawley	\$16,341
Erie County Tobacco Asset Securitization Corp	Directors & Officers Liability EPL	10/30/2009	10/30/2010	Philadelphia	PHSD464925	Lawley	\$20,820
Erie County Tobacco Asset Securitization Corp	Directors & Officers Liability EPL	8/17/2001	8/17/2002	United States Fire Insurance Co. (Fairfax Financial Group)	5550002802	Lawley	
Erie County Tobacco Asset Securitization Corp	Directors & Officers Liability EPL	8/17/2000	1/1/2001	United States Fire Insurance Co. (Fairfax Financial Group)		Lawley	

ERIE COUNTY

COVERAGE SUMMARY - BY ENTITY LINE OF COVERAGE

Project Name	Coverage	Eff Date	Exp Date	Carrier	Policy #	Agent	Premium
ERIE COUNTY SEWER DISTRICTS							
Property / Boiler & Machinery	TIV - \$311,000,000 with \$100 million flood and quake and \$1 Million Fungus, Mold, Mildew coverage	7/1/2012	7/1/2013	Affiliated FM	MJ320	Lawley	\$ 122,939
Property / Boiler & Machinery	TIV	7/1/2011	7/1/2012	Firemans Fund	S05DX80932452	Lawley	\$ 115,892
Erie County Sewer District	Property / Boiler & Machinery	\$310,819,000.00	7/1/2011	Firemans Fund	DX80920971	Lawley	\$ 111,570
	TIV	\$ 302,719,650.00				NYS Fire Fee	\$ 361
Erie County Sewer District	Property / Boiler & Machinery	7/1/2009	7/1/2010	Firemans Fund	MX80907601	Lawley	\$109,401
	TIV	\$302,219,650					
Blanket Loss Limit	ECSD #1	\$9,744,900				TRIA	NC
\$162,168,000 R & BPP	ECSD #2	\$48,305,000				NYS Fire	\$347
\$100,000,000 B&M	ECSD #3	\$161,168,000					
\$500,000 BI	(excl. Southtowns)						
TIV \$302,219,650	Southtowns Sewage Treatment						
	Agcy	Incl in #3					
	ECSD #4	\$19,970,000					
	ECSD #5	\$2,357,000					
	ECSD #6	\$51,994,750					
	ECSD #8	\$8,660,000					
	Loss Limit	\$162,168,000					
	Sublimits						
	Equipment Breakdown	\$100,000					
	Stored Vehicles PD	\$1,000,000					
	Undergr Sewer Pipe Sublimit	\$2,000,000				FEE	\$492
	(excl. Southtowns)						
	Southtowns						
	Sewage Treatment						
	Facility						
	ECSD #4						
	ECSD #5						
	ECSD #6						
Erie County Sewer District	Property / Boiler & Machinery	1/1/2003	1/1/2004	Firemans Fund	S 05 MMX 80809669	FNRW (Formerly Warren-	\$153,129
						Prop Premium	\$145,261

ERIE COUNTY

COVERAGE SUMMARY - BY ENTITY LINE OF COVERAGE

Project Name	Coverage	Eff Date	Exp Date	Carrier	Policy #	Agent	Premium
Erie Community College	Package Policy	8/25/2004	8/25/2005	Travelers		Scott Danahy Naylon	\$163,463
Erie Community College	-Accident Expense -Sickness Expense -Hospital Expense -Surgical Expense	9/1/2003	9/1/2004	Market Insurance	03200213-0	Scott Danahy Naylon	Varies
Erie Community College	Professional Liability	9/1/2003	9/1/2004	CNA	127265718	Scott Danahy Naylon	\$6,840
Erie Community College Board of Trustees, D & O		9/18/2002	9/18/2003	Executive Risk Indemnity, Inc	8166-9707		\$8,662
Erie Community College	-Property -Auto -Boiler & Machinery	8/25/2000	8/25/2001	Selective Way Insurance	S 1541660	Brown & Strombecki	\$58,927
Erie Community College	Blanket Accident & Health Policy -Accident Expense -Sickness Expense -Hospital Expense -Surgical Expense -Ambulance Expense -Accidental Death	9/1/2000	9/1/2001	Market Insurance Company	00200213-0		
Erie Community College	Commil Pkg -Property Boiler & Machinery Business Interruption General Liability Umbrella Liability	8/25/1999	8/25/2000	Selective Way Insurance	S 1541660	Brown & Strombecki	\$59,423
Erie Community College	Commercial General Liability	7/25/1998	7/25/1999	Selective Way Insurance	S 1541660	Brown & Strombecki	\$56,572
Erie Community College	Excess Sports Coverage	8/1/2000	8/1/2001	The Hartford	13 SB 310733	Borden-Perfman	\$2,150
Erie Community College Auxiliary Services Corporation	General Liability Automobile Liability Workers Compensation	3/5/2001	3/5/2002	Penr-America Insurance Co CGU CGU	PAC6187055 Binder Binder	Austin & Co	

ERIE COUNTY

COVERAGE SUMMARY - BY ENTITY LINE OF COVERAGE

Project Name	Coverage	Eff Date	Exp Date	Carrier	Policy #	Agent	Premium
	COUNTY OF ERIE PUBLIC LIBRARY (ERIE CO. LIBRARY) / BUFFALO & ERIE COUNTY PUBLIC LIBRARIES						
Erie County Library	Rare Book Policy	12/9/2012	12/9/2013	Hartford Fire Insurance Co.	01MSTK9779	Lawley	\$23,300
Erie County Library	Rare Book Policy	12/9/2011	12/9/2012	Hartford Fire Insurance Co.	01MSTK9779	Lawley	\$23,242
Erie County Library	Rare Book Policy	12/9/2010	12/9/2011	Hartford Fire Insurance Co.	01MSTK9779	Lawley	\$21,957
Erie County Library	Rare Book Policy	12/9/2009	12/9/2010	Hartford Fire Insurance Co.	01 MS TK9779 K1	Lawley	\$21,957
Erie County Library	Rare Book Policy	12/9/2008	12/9/2009	Hartford Fire Insurance Co.	01 MS TK9779 K1	Scott Danahy Naylon	\$24,201
Erie County Library	Rare Book Policy	Summary of 2008 Renewal	12/9/2008	Hartford Fire Insurance Co.	01 MS TK9779 K1	Scott Danahy Naylon	\$22,794
Erie County Library	Rare Book Policy	12/9/2007	12/9/2008	Hartford Fire Insurance Co.		Scott Danahy Naylon	\$14,305
Erie County Library	Rare Book Policy	Summary of 2007 Renewal	12/9/2007	North American Specialty Ins. Co. Federal Insurance (Chubb)		Scott Danahy Naylon	\$14,305
Erie County Library	Rare Book Policy	12/9/2006	12/9/2007	North American Specialty Ins. Co. Federal Insurance (Chubb)	44675760	Scott Danahy Naylon	\$12,528
Erie County Library	Rare Book Policy	12/9/2005	12/9/2006	North American Specialty Ins. Co.		Scott Danahy Naylon	\$12,528
Erie County Library	Rare Book Policy	12/9/2004	12/9/2005	North American Specialty Ins. Co.		Scott Danahy Naylon	\$12,528
Erie County Library	Rare Book Policy	12/9/2003	12/9/2004	North American Specialty Ins. Co.	CCND000291-01	Scott Danahy Naylon	\$12,528
Erie County Library	Rare Book Policy	12/9/2002	12/9/2003	North American Specialty Ins. Co.		Scott Danahy Naylon	\$12,528
Erie County Library	Rare Book Policy	4/1/1997	4/1/1998	Aethra Casualty & Surety Company (Travelers Indemnity Co.)	QT-660-272X6918-TIL-97	Brown & Stronecki	\$10,550
Erie County Library	Rare Book Policy						

ERIE COUNTY

COVERAGE SUMMARY - BY ENTITY LINE OF COVERAGE

Project Name	Coverage	Eff Date	Exp Date	Carrier	Policy #	Agent	Premium
County of Erie DMV County of Erie Sheriffs Dept County Attorney's Office	Employee Theft Forgery Money & Securities	5/19/2012	5/19/2013	Fidelity & Deposit of MD (Zurich)	CPP001382115	Lawley	\$20,212
County of Erie DMV County of Erie Sheriffs Dept County Attorney's Office	Employee Theft Forgery Money & Securities	5/19/2011	5/19/2012	Fidelity & Deposit of MD (Zurich)	CPP001382115	Lawley	\$20,212
County of Erie DMV County of Erie Sheriffs Dept County Attorney's Office	Employee Theft Forgery Money & Securities	5/19/2010	5/19/2011	Fidelity & Deposit of MD (Zurich)	CPP001382115	Lawley	\$20,212
County of Erie DMV County of Erie Sheriffs Dept County Attorney's Office	Employee Theft Forgery Money & Securities	5/19/2009	5/19/2010	Fidelity & Deposit of MD (Zurich)	CPP001382114	Lawley	\$20,212
County of Erie DMV County of Erie Sheriffs Dept County Attorney's Office	Employee Theft Forgery Money & Securities	5/19/2008	5/19/2009	Fidelity & Deposit of MD (Zurich)	CCP 0013821 12	McManus Pearl Gesl, Inc.	\$24,134
County of Erie DMV County of Erie Sheriffs Dept County Attorney's Office	Employee Theft Forgery Money & Securities	5/19/2007	5/19/2010	Fidelity & Deposit of MD	CCP 001382112	McManus Pearl Gesl, Inc.	\$24,134
County of Erie DMV County of Erie Sheriffs Dept County Attorney's Office	Employee Theft Forgery Money & Securities	5/19/2006	5/19/2007	Fidelity & Deposit of MD	CCP 0013821	McManus Pearl Gesl, Inc.	\$24,134