

– REQUEST FOR PROPOSAL –

Digital Content Services
for the
Buffalo & Erie County Public Library

RFP # 2021-041VF

September 24, 2021

BUFFALO & ERIE COUNTY PUBLIC LIBRARY
1 LAFAYETTE SQUARE
BUFFALO, NY 14203-1887

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SECTION 1 ADMINISTRATIVE AND CONTRACTUAL

1.1 Request for Proposal (RFP) Purpose and Scope

The Buffalo & Erie County Public Library (B&ECPL), hereafter referred to as B&ECPL, seeks proposals from qualified and experienced firms to implement digital content services in a variety of formats, including, but not limited to: downloadable and streaming eBooks, eAudiobooks, eVideos, music, digital magazines, and other digital content of a similar nature. The B&ECPL is seeking a broad array of content to appeal to a general public library audience. The B&ECPL intends to enter into one or more contracts for these services, requesting pricing under two scenarios: Option A) Initial contract(s) would be for two (2) years with an option for two (2) additional two (2) year renewals; and Option B) Initial contract(s) would be for four (4) years with an option for two (2) additional four (4) year renewals.

B&ECPL recognizes that some proposers may specialize in one format or type of material and will welcome proposals specific to the type of material the proposer offers. Proposer responses for each format will be evaluated separately. This may result in contracts with multiple proposers. When appropriate, a proposer may submit multiple alternatives with associated costs that reflect different solution strategies.

1.2 Issuing Office

This RFP is issued by the B&ECPL whom is responsible for the requirements specified in this RFP and for the evaluation of all proposals.

1.3 Organization

The B&ECPL is an independent educational corporation chartered by the University of the State of New York, State Education Department. The B&ECPL, with a total service area population of approximately 919,000, is composed of 37 public libraries and one bookmobile. In 2020, the B&ECPL spent more than \$3,000,000 on materials in all formats. The B&ECPL is on track to spend a similar amount in 2021, and has shifted additional funds to digital content.

1.4 B&ECPL Contact and Project Manager

Jennifer Childs
Manager, Technical Services
Buffalo & Erie County Public Library System
1 Lafayette Square
Buffalo, NY 14203-1887
E-mail: childsj@buffalolib.org
Voice: 716-858-8904

1.5 Pertinent Dates

Advertisement date:	09/24/2021
Release of RFP:	09/24/2021
Closing Date for Inquiries:	10/08/2021, 2pm U.S. Eastern Time
Proposal Submittal Deadline:	10/29/2021, 2pm U.S. Eastern Time
Anticipated Proposal Review Period:	November-December 2021
Anticipated Decision(s):	January 2022

1.6 Questions and Responses

The B&ECPL believes this RFP is comprehensive and provides the information necessary to submit a competitive proposal. However, if a prospective proposer desires to ask questions they must be submitted via e-mail to the B&ECPL Contact listed in Section 1.4 no later than the Closing Date for Inquiries listed in Section 1.5.

The subject of any e-mail correspondence must be clearly labeled *RFP for Digital Content*. The B&ECPL will acknowledge receipt of a question via return e-mail. If a prospective proposer does not receive an acknowledgement, assume that the e-mail question was not received. All prospective proposers who have supplied e-mail contact information will be sent answers to all timely questions.

1.7 Proposal Preparation

Proposals must provide the information listed in Section 2, Proposer Submittal Requirements.

1.8 Submittal of Proposals

To be considered, proposers must submit five (5) hard copies (one unbound) and one (1) electronic copy on a Windows compatible flash drive (files using Microsoft Word/Excel and/or PDF format) to the B&ECPL Contact listed in Section 1.4 by 2 p.m. U.S. Eastern Time on the Proposal Submittal Deadline specified in Section 1.5.

SUBMITTAL MUST BE DELIVERED IN A SECURELY SEALED ENVELOPE/BOX TO THE ADDRESS LISTED IN SECTION 1.4, CLEARLY LABELED:

Proposal for Digital Content Services

Proposers have sole responsibility to assure that their proposals are received on time.

1.9 Subjectivity to NY State Freedom of Information Law (FOIL)

This RFP and any responses submitted are subject to potential disclosure. All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied pursuant to the New York State Freedom of information Law (Public Officers Law, Article 6, §84-90). For more information see: <http://www.dos.ny.gov/coog/foil2.html>.

Proposers are responsible for segregating and clearly marking as confidential any “trade secret” or other material the proposer wishes excluded from disclosure under FOIL. Proposer must also submit written documentation demonstrating the material within the proposal marked “confidential” conforms to New York State law. Not conforming to these requirements will cause your proposal to be deemed non-compliant and subject to rejection by the B&ECPL.

The failure to segregate and clearly mark confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the B&ECPL.

Submitted proposals, which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “confidential” are subject to rejection by the B&ECPL without further consideration.

All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful proposers’ proposals content not complying with the exclusion provisions noted above become public information.

The content of each proposal will be held in strict confidence and no details of any proposal will be divulged to any other proposer prior to proposal openings.

1.10 Utilization of Minority and Women Personnel

If the proposer and/or subcontractor(s) is a Certified Minority Business Enterprise/Women's Business Enterprise (MBE/WBE), proposer should include the Erie County certification letter with the proposal. See <https://www3.erie.gov/eeo/> for more information including how to get your business certified. If not, proposer must include a statement of the anticipated utilization of minority professionals as a percentage of the staffing to be utilized to provide proposed services and the anticipated utilization of women professionals as a percentage of the staffing to be utilized to provide proposed services.

1.11 Utilization of Subcontractors

If the proposer intends to use subcontractor(s) for any portion of the proposed work, the proposer will identify the work to be subcontracted and identify the firm(s) along with a statement of their contact information and qualifications.

1.12 Liability and Insurance Requirements

The proposer must certify that the proposer is an independent contractor and the proposer's firm, its officers, employees, agents or subcontractors shall not be considered to be employees or agents of B&ECPL. The proposer shall indemnify and hold B&ECPL harmless from any loss, liability, damage, death or injury to any person or property, from any negligent or wrongful act or omission of the Contractor, its agents, or employees, arising directly or indirectly as a consequence of this contract.

The proposer shall further indemnify, defend, and hold harmless the County of Erie, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the proposer or third parties under the direction or control of the proposer.

1.13 Conflict of Interest

- A. 1. No officer or employee of B&ECPL shall have an interest in any contract with the proposer, when such officer or employee, has the power or duty to
 - a. negotiate, prepare, authorize or approve the contract or authorize or approve payment there under,
 - b. audit bills or claims under the contract, or
 - c. appoint an officer or employee who has any of the powers or duties set forth above, and
- 2. "Interest" as used herein means a direct or indirect pecuniary or material benefit accruing to an officer or employee of B&ECPL as the result of a contract with B&ECPL. An officer or employee of B&ECPL shall be deemed to have an interest in the contract of
 - a. his or her spouse, minor children and dependents, except a contract of employment with B&ECPL,
 - b. a firm, partnership or association of which such officer or employee is a member or employee,

- c. a corporation of which such officer or employee is an officer, director or employee, and
- d. a corporation any stock of which is owned or controlled directly or indirectly by such officer or employee.

New York State General Municipal Law §§ 800 - 801.

B. 1. The provisions of section 1.13 A. shall not apply to:

- a. A contract with a person, firm, corporation or association in which an officer or employee of B&ECPL has an interest which is prohibited solely by reason of employment as an officer or employee thereof, if the remuneration of such employment will not be directly affected as a result of such contract and the duties of such employment do not directly involve the procurement, preparation or performance of any part of such contract;
 - c. A contract with a membership corporation or other voluntary non-profit corporation or association;
 - d. A contract in which an officer or employee of B&ECPL has an interest if such contract was entered into prior to the time he or she was elected or appointed as such officer or employee, but this paragraph shall in no event authorize a renewal of any such contract;
2. a. A contract with a corporation in which an officer or employee of B&ECPL has an interest by reason of stockholdings when less than five per centum of the outstanding stock of the corporation is owned or controlled directly or indirectly by such officer or employee;
- b. A contract in which a municipal officer or employee has an interest if the total consideration payable thereunder, when added to the aggregate amount of all consideration payable under the contracts in which such person had an interest during the fiscal year, does not exceed the sum of one hundred dollars;
 - c. A contract with a member of a private industry council established in accordance with the federal job training partnership act (29 U.S.C.A. § 1501 et seq.) or any firm, corporation or association in which such member holds an interest, provided the member

discloses such interest to the council and the member does not vote on the contract. General Municipal Law § 802.

- C. 1. Any officer or employee of B&ECPL who has, will have, or later acquires an interest in any actual or proposed contract with B&ECPL of which he or she is an officer or employee, shall publicly disclose the nature and extent of such interest in writing to the governing body thereof as soon as he or she has knowledge of such actual or prospective interest. Such written disclosure shall be made part of and set forth in the official record of the proceedings of B&ECPL. Once disclosure has been made by an officer or employee with respect to an interest in a contract with a particular person, firm, corporation or association, no further disclosures need be made by such officer or employee with respect to additional contracts with the same party during the remainder of the fiscal year.
- 2. Notwithstanding the provisions of section 1.13 C.[1], disclosure shall not be required in the case of an interest in the contract described in section 1.13 B.[2], above.

1.14 Non-Collusion

- A. Each proposal shall also contain the following statement subscribed by the proposer and affirmed by such proposer as true under the penalties of perjury.
 - 1. By submission of this proposal, each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of knowledge and belief:
 - a. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
 - c. No attempt has been made or will be made by the proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

1.15 Opening; Conformity to Specifications; Clarification Bulletins

- A. The proposals will be opened as stated in the call for proposals or as soon thereafter as reasonably possible. They are irrevocable after opening for ninety (90) days.
- B. Selection is based upon a comparison of the proposal as submitted with the requirements identified in this RFP and, where necessary, clarification bulletins.
- C. Clarification bulletins may be issued to correct mistakes, answer questions, or resolve ambiguities during the proposal solicitation process. Any clarification bulletins issued will also be posted to the Library's RFP webpage:
<http://www.buffalolib.org/content/library-system/request-proposals>

1.16 Evaluation Process; General Criteria

- A. B&ECPL intends to award contract(s) to the firm(s) that propose the services and pricing package(s) that is(are) the best fit(s) for the B&ECPL and most advantageous to B&ECPL's requirements. After reviewing the submitted proposals, the B&ECPL may decide to award contract(s) to one or multiple proposers or may decide to not enter into any agreement for one or any of the services sought through this RFP. The B&ECPL reserves the right to reject all proposals, reject proposals that fail to conform to this RFP's procedural requirements, waive minor irregularities, and/or call for new proposals.
- B. When evaluating the proposals submitted in response to this RFP, the B&ECPL's considerations include, but are not limited to, the following:
 - 1. Content (25 points)
 - a. Factors such as extent, depth, popularity, suitability for public library audience and B&ECPL patrons
 - 2. Proposed Costs (20 points)
 - a. Costs for annual service platform or subscription
 - b. Costs for any additional set-up or other annual fees
 - c. Costs for content
 - 3. Interface and Functionality (15 points)

- a. Intuitiveness and ease of use (by B&ECPL staff and patrons)
- b. Content delivery
- c. Mobile design and capabilities
- 4. Demonstrated experience providing service to large public libraries, including references (10 points)
- 5. Customer Service (10 points)
 - a. Technical support
 - b. Reporting tools
 - c. Statistical information
- 6. Training (10 points)
- 7. Marketing Support (5 points)
- 8. Completeness of response (5 points)

1.17 Notifications and Award of Contract

Upon approval by the B&ECPL Board of Trustees, the successful proposer(s) will be notified in writing and the contract(s) shall be prepared by the B&ECPL. Compensable services shall not begin before the fully executed contract(s) is (are) in place.

SECTION 2 PROPOSER SUBMITTAL REQUIREMENTS

2.1 General

Proposals should provide a concise explanation of proposer capabilities to satisfy the requirements of this RFP, with emphasis on completeness and clarity of content. Proposers may provide supplemental information if believed that it would be beneficial to the B&ECPL. However, all proposals submitted for evaluation must include a response to each item listed in this Section.

2.2 Required Proposer Information

The proposer must supply the following information:

- A. Firm name;
- B. Firm address;
- C. Firm phone number;
- D. Contact person name and title;
- E. Contact person phone number and e-mail address;
- F. Name, title and signature of an individual legally authorized to bind the proposer organization; and
- G. A one to two page narrative describing proposer's firm, including but not limited to:
 - 1. Size of the firm;
 - 2. Description of ownership;
 - 3. Firm history;
 - 4. Statement on utilization of minority and women professionals (see 1.10);
 - 5. Expertise in providing and performance of digital content; and
 - 6. Experience providing digital content to large public libraries.

2.3 Customer Support/Technical Support

The proposer shall provide a detailed description of the Customer Support/Technical Support for staff/system administrators. Specify the procedure for escalating technical issues beyond first-line support personnel. Include a sample of reporting tool output and indicate the type and range of available statistical information.

2.4 Trials and Presentations

The proposer shall provide the B&ECPL Project Manager with at least a thirty (30) day trial access to the service(s) being proposed. Upon request, the proposer shall arrange a presentation and demonstration of the proposed service(s) for the B&ECPL evaluation team.

2.5 References

The proposer must provide reference contact information for three (3) public libraries. Complete contact information must be provided. References must be specific to the product being proposed. It is preferred that references are from public library systems similar to the B&ECPL for which the proposer has supplied digital content, access, and value-added services within the last two (2) years. Specified contacts must be reachable with reasonable effort by the B&ECPL.

A. References must be provided in the following format:

1. Product/Service name
2. Public Library name
3. Public Library contact name and title
4. Public Library contact e-mail address
5. Public Library contact phone number

2.6 Product(s) / Packages Proposed

The proposer shall provide complete descriptions for proposed product(s) and package(s). Proposer responses for each format or type of material will be evaluated separately. As stated in section 1.1, this may result in contracts awarded to multiple proposers.

A. Content, Scope, and Functionality

The proposer shall describe in detail:

1. Content, including overall size of catalog, depth and range of coverage, any exclusive content, currency of content, sample timetable for additions to catalog, target audience, and ratio of popular to specialized content;
2. End-user search interface and functionality, including appearance, intuitiveness, flexibility, ease of use, and advanced search limiting and sorting capabilities;
3. Ability for users to access content in the library and remotely, via responsive design website or app, including identification of types of compatible devices;
4. Checkout methods and options, including but not limited to: loan periods, holds/requests, renewals, early returns, simultaneous use, etc.;
5. Accessibility functions, including ADA compliance, text to speech, closed captioning, subtitles, audio description;
6. Restrictions as to how content can be accessed and used, including any public performance rights;
7. User-driven features such as “favorites,” “wish lists,” checkout history, recommendations and reviews, and access to online book club services; and
8. Any additional features to enhance the user experience.

B. Selection and Collection Development

The proposer shall describe the content selection process including a detailed description of the order interface (i.e. appearance, depth and range of coverage, search and sorting/limiting capabilities, review sources, duplicate checking, etc.). The proposer should also discuss any enhanced collection development services or tools offered (i.e. selection lists, curated collections, expert analysis). Describe any partnership or resource sharing opportunities.

C. Cataloging Services

The proposer shall describe in detail cataloging services provided, including the availability of MARC or other bibliographic content. The proposer should also discuss the ability to integrate content with the SirsiDynix Symphony ILS through eResources Central (eRC) or via other connection methods.

D. Ordering and Invoicing

The proposer shall describe the order process, including cart creation and order submission. Please discuss in detail:

1. Ordering methods, including email and EDI;
2. Invoice delivery, including email and EDI;
3. Credit memo procedures; and
4. Invoice lines items; provide a sample invoice.

F. Access and Authentication

The proposer shall describe in detail:

1. The terms of service for each resource or digital content service, clearly noting if available for in-library and/or remote access and expressly stating any restrictions for access;
2. Authentication methods, including the ability to work with the B&ECPL to provide authentication of valid library users by library card number, PIN, and/or the B&ECPL's IP addresses;
3. Options to customize content access by age and/or user category;
4. A data migration plan that allows for the integration of purchased content from another platform with the proposer's content management system; and
5. Discovery layers or simplified search platforms with which the service is compatible. The B&ECPL currently uses SirsiDynix Symphony's eResource Central (eRC) product.

G. Administration and Reporting

The proposer shall describe in detail:

1. Administrative interface and capabilities;
2. The management team assigned to handle the B&ECPL's account, including key personnel responsible for functions such as collection development services, cataloging, conversion, orders, invoicing, and accounts receivable;
3. A proposed delivery schedule that includes a startup date;
4. The number and type of reporting and statistical options, including samples of each;
5. The ability to retrieve or obtain monthly usage statistics by the fifth day of the following month;
6. Online and telephone support for B&ECPL staff and users; and
7. The ability to ensure the privacy of personally identifiable user information and product usage history.

H. Training and Marketing

The proposer shall describe in detail:

1. Training options for B&ECPL staff; and
2. Marketing support, including flyers, fact sheets, bookmarks, posters, table tents, and other promotional materials, physical and electronic, to market resources to staff, patrons, and media.

2.7 Term, Pricing, and Lending Models

- A. Term. This RFP is intended to elicit proposals for Option A) an initial period of two (2) years, with the option to renew for up to two (2) additional two (2) year periods; AND Option B) an initial period of four (4) years, with the option to renew for up to two (2) additional four (4) year periods.

All approved proposers must sign the *Buffalo & Erie County Public Library Contract for Professional Services*.

- B. Pricing. Proposers must provide pricing for Option A and Option B in Table 1, if applicable, for annual service subscriptions and all applicable hosting fees and/or platform fees. Enter N/A if not applicable.

Pricing must be provided for each service or alternative solution strategy proposed. Repeat tables as needed.

If alternative pricing is being proposed, proposer must describe proposal with sufficient detail to allow a reasonable understanding of the cost proposal and structure, as well as ability to compare cost on an annual basis.

- C. Lending Model. Proposers must also fully explain the lending and/or licensing model for each service or alternative solution strategy proposed, and if appropriate, provide, in Table 2, a minimum of 10 content-specific samples representing a broad spectrum from children through adults, and topic/subject. If pricing varies by title or other factors, include examples that represent the complete range.

Include, if applicable, strategies for managing and controlling costs.

Table 1 - Option A) Annual subscription, hosting, platform fees, etc.						
Name of Service	Annual Cost	Annual Cost	Annual Cost	Annual Cost	Annual Cost	Annual Cost
	Year 1	Year 2	First Option to Renew Year 3	First Option to Renew Year 4	Second Option to Renew Year 5	Second Option to Renew Year 6

Table 1 - Option B) Annual subscription, hosting, platform fees, etc.

Name of Service	Annual Cost Year 1	Annual Cost Year 2	Annual Cost Year 3	Annual Cost Year 4	Annual Cost First Option to Renew Year 5	Annual Cost First Option to Renew Year 6	Annual Cost First Option to Renew Year 7	Annual Cost First Option to Renew Year 8	Annual Cost Second Option to Renew Year 9	Annual Cost Second Option to Renew Year 10	Annual Cost Second Option to Renew Year 11	Annual Cost Second Option to Renew Year 12

Table 2 – Sample Titles List						
	Content Format	Title	Age/ Audi- ence	Lending/ Licensing Model*	Cost/Costs	Comment/ Explanations
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

*One Copy/One User, Cost per Circulation, or Annual Subscription, etc.

APPENDIX A SAMPLE CONTRACT



CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT FOR PROFESSIONAL SERVICES (the "Contract") is between the BUFFALO & ERIE COUNTY PUBLIC LIBRARY, as "Library," and (FILL IN), as "Contractor," (FILL IN ADDRESS) _____.

The parties agree as follows:

1. PERFORMANCE. The Contractor shall provide the Library with the following services:
 - a) (FILL IN)
2. CONTRACT TERM. (FILL IN)
3. COMPENSATION. The Library shall pay the Contractor, as full compensation for everything furnished and done under this Contract, a fee of (FILL IN) _____.
4. PAYMENT. The Contractor shall send its invoice for payment to the Buffalo & Erie County Public Library, Attn: Business Office, 1 Lafayette Square, Buffalo, New York 14203. Payment will be made within thirty (30) days after receipt of Contractor's application and determination by the Library that Contractor's work is satisfactory, except as otherwise provided by law.
5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. DISPUTES. This Contract shall be performed under the laws of the State of New York, notwithstanding its conflicts of law principles. Any litigation to enforce this Contract or any of its provisions shall be brought in Erie County, New York.
7. AMENDMENTS. This Contract may only be amended by mutual written agreement between the parties hereto.
8. ANTI-KICKBACK. No officer or employee of the Buffalo & Erie County Public Library, having the power or duty to perform an official act or action related to this Contract, shall have or acquire any interest in the Contract, or have solicited, accepted, or granted, and Contractor hereby represents and warrants that is has not given or offered, any present or

future gift, favor, service, or other thing of value from or to any person involved in this Contract (other than the consideration set forth herein).

9. TERMINATION. The Library may terminate this Contract with or without cause at any time by giving ten (10) days' written notice of termination to the Contractor. In the case of termination by the Library, the Contractor shall, upon receipt of notice of termination, refrain from incurring any further costs under this Contract and shall use its best efforts to cancel any commitments made by it prior to receipt of such notice.

Termination, however, shall not affect any commitments of the Contractor which, in the judgment of the Library, have properly become legally binding prior to the effective date of termination and which could not reasonably have been rescinded by the Contractor. Any prepaid but unearned funds shall be returned to the Library.

It is understood and agreed, however, that in the event the Contractor is in default on any of its obligations hereunder at the time of termination, the Library shall be entitled to pursue any rights or remedies which the Library may have against the Contractor by reason of such default, and the Library may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages may be determined.

10. LIABILITY. In the performance of this Contract, the Contractor is an independent contractor and the Contractor, its officers, employees, agents, or subcontractors shall not be considered to be employees or agents of the Library. The Contractor shall indemnify and hold the Library harmless from any loss, liability, damage, death, or injury to any person or property from any negligent or wrongful act or omission of the Contractor, its agents or employees arising directly or indirectly as a consequence of this Contract.

The Contractor shall further indemnify, defend, and hold harmless the County of Erie, its officers, employees, and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees, or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor or third parties under the direction or control of the Contractor.

Insurance shall be procured by the Contractor before commencing work, no later than 14 days after notice of award, and maintained without interruption for the duration of the Contract, in the kinds and amounts specified in the attached "B&ECPL Standard Insurance Requirements" and the attached "Erie County, Standard Insurance Requirements" unless modified by mutual agreement. If the insurance is not provided in acceptable form within this period of time, or lapses during the Contract period, then the Buffalo & Erie County Public Library may immediately terminate the Contract.

This Contract and any documents and information in connection with Contractor's performance pursuant to this Contract (collectively the "Information") are subject to

potential disclosure. All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied pursuant to the New York State Freedom of Information Law (Public Officers Law, Article 6, §84-90) ("FOIL"), the Federal Freedom of Information Act ("FOIA") and similar laws, statutes, regulations or orders.

Should Contractor desire for any Information to be exempt from public disclosure, Contractor must segregate and clearly mark as confidential any "trade secret" or other material the Contractor asserts is excluded from disclosure under FOIL, FOIA, or any similar law (the "Exempt Information"). Contractor must also submit written documentation demonstrating that the Exempt Information is exempt from disclosure under applicable law.

The failure to segregate and clearly mark Exempt Information and provide written documentation demonstrating exemption from disclosure shall constitute a complete waiver by Contractor of any and all claims for damages caused by release of any information by the Library.

Contractor agrees to indemnify and hold harmless the Library, its Board of Trustees, each individual trustee, and all directors, officers, employees and agents of the Library from and against any and all losses, liabilities, claims and damages (including any and all attorney's fees, court costs, and other expenses incurred by the Library) arising out of Library's (a) non-disclosure of any information marked by Contractor as Exempt Information and (b) efforts to assert that any information marked by Contractor as Exempt Information is exempted from disclosure pursuant to FOIL, FOIA and any similar law, statute, regulation or order.

Notwithstanding the foregoing, the Library may disclose any Information should the Library deem it necessary or desirable to disclose such Information.

11. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

12. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for proper performance of work means that the Contractor shall perform the best general practice and that only material and workmanship of the best quality are to be used.

13. ASSIGNMENT AND SUBCONTRACTING. The Contractor shall not assign, transfer, or convey this Contract or any part hereof or any interest herein, nor shall the Contractor subcontract for the performance of any of its obligations hereunder, without the prior written consent of the Library. Any such subcontracts and all other arrangements made by the Contractor in connection with its performance hereunder, including the Contractor's arrangements with its agents and employees, shall be made subject to, and consistent with,

the conditions and limitations of this Contract. Subject to the foregoing, this Contract is binding on the parties hereto and their heirs, successors, and assigns.

14. WARRANTY OF ORIGINALITY. The Contractor warrants that all material produced by the Contractor and delivered to the Library hereunder shall be original except for such portion as is included with permission of the copyright owners thereto; that it shall contain no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark, patent, statutory or other proprietary rights of others; and that it will hold harmless the Library from any costs, expenses, and damages resulting from any breach of this warranty.

15. USE OF NAME. The Contractor agrees not to use the Library's name or the names of any staff members or employees thereof in advertising, sales promotion work, or in any other form of publicity except with the written permission of, and to the extent approved by, the Library.

16. NONDISCRIMINATION. During the performance of this Contract, the Contractor and its subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, creed, age, or the presence of any sensory, mental, or physical handicap in employment or application for employment or in the administration or delivery of services or any other benefits under the Contract.

17. ENTIRE CONTRACT. This Contract supersedes any and all other contracts or understandings, either oral or written, between the parties and contains all the terms and conditions agreed upon by the parties.

18. INDEPENDENCE OF PARTIES. This Contract shall not create any agency, partnership, association, or joint venture between the parties. Neither party shall have any right or authority to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party, or to bind the other party contractually in any manner whatsoever.

APPROVED AS TO FORM:

Attorney for Buffalo & Erie County Public Library

SIGNED ON: _____

BUFFALO & ERIE COUNTY PUBLIC LIBRARY

By: _____
Library Director

SIGNED ON: _____

By: _____

Title: _____

Federal Tax Identification Number:



B&ECPL Standard Insurance Certificate

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME	
	PHONE (A/C No. Ext)	FAX A/C No:
	EMAIL ADDRESS	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> WC STATUTORY LIMITS: <input type="checkbox"/> OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A						E.L. DISEASE - EA EMPLOYEE \$
	If yes describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

Buffalo & Erie County Public Library
c/o Business Office
1 Lafayette Square
Buffalo, NY 14203
716-858-7170 Fax: 7168586544

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

INSTRUCTIONS FOR B&ECPL 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 "Buffalo & Erie County Public Library, Business Office, 1 Lafayette Square, Buffalo, NY 14203"

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: Buffalo & Erie County Public Library (B&ECPL)
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				
Buffalo & Erie County Public Library, 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.

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. 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 B&ECPL Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.

Professional Services (C)



B&ECPL Standard Insurance Certificate

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME	
	PHONE (A/C No. Ext)	FAX (A/C No.)
	EMAIL ADDRESS	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
		X	X				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	X	X				
	<input type="checkbox"/> NON-OWNED AUTOS						
	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE	X	X				
	DEDUCTIBLE						
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS: \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
	Professional Liability						E.L. DISEASE - POLICY LIMIT \$
							Each Occurrence 5,000,000

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

Buffalo & Erie County Public Library is included as an additional insured per form CG 20 26 or its equivalent. Insurance is provided on a primary and non-contributory basis.

CERTIFICATE HOLDER

CANCELLATION

Buffalo & Erie County Public Library
c/o Business Office
1 Lafayette Square
Buffalo, NY 14203
716-858-7170 Fax: 7168586544

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

For Library use only: Name of Library/Dept. Requesting Certificate

Purchase Order or Contact Number

Vendor Insurance Classification



County of Erie Standard Insurance Certificate

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME	
	PHONE (A/C No. Ext)	FAX (A/C No.)
	EMAIL ADDRESS	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS: <input type="checkbox"/> OTH ER- \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N		N/A				E.L. EACH ACCIDENT \$
	If yes describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

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

X. FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate

Purchase Order or Contact Number

Vendor Insurance Classification

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 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.

Professional Services (C)



County of Erie Standard Insurance Certificate

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME	
	PHONE (A/C No. Ext)	FAX (A/C No.)
INSURED	EMAIL ADDRESS	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	
	INSURER B:	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		
NAIC #		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
		X				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS	X				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
	<input checked="" type="checkbox"/> UMBRELLA LIAB					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE	X				\$
	DEDUCTIBLE RETENTION \$ 10,000					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS: \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$
	If yes describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$
	Professional Liability					E.L. DISEASE - POLICY LIMIT \$
						Each Occurrence 5,000,000

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

County of Erie is included as an additional insured on a primary and non-contributory basis for the following policy numbers:

CERTIFICATE HOLDER

CANCELLATION

County of Erie
95 Franklin St
Buffalo NY, 14202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

X. FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate

Purchase Order or Contact Number

Vendor Insurance Classification