

ERIE COUNTY WATER AUTHORITY

REQUEST FOR PROPOSALS (RFP) INSURANCE BROKERAGE SERVICES PROJECT NO: 201900047

February 21, 2019



Erie County Water Authority
295 Main Street – Room 350
Buffalo, New York 14203-2494

Contact:

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The Request for Proposal (RFP) for Insurance Brokerage Services is being conducted pursuant to enacted legislation, New York State Finance Law §§ 139-j and 139-k and the Erie County Water Authority’s Procurement Disclosure Policy. The Procurement Disclosure Policy is available by accessing the Erie County Water Authority’s web site – <http://www.ecwa.org>, under the caption “Doing Business with ECWA.”

Purpose:

The Erie County Water Authority is requesting proposals for its Insurance Brokerage Services. The Authority intends to select a Broker which provides efficient and effective coverage for the Authority's business needs. The goal of the Request for Proposal for its Insurance Brokerage Services is to maximize coverage and reduce insurance premium cost.

Background

The Erie County Water Authority, a Public Benefit Corporation was formed in 1949 to provide a potable water supply to the residents of Western New York. The Authority was created by an Act of the State Legislature, codified in Sections 1050 through 1073 of Title 3 (the "Erie County Water Authority Act") of Article 5 of the Public Authorities Law of the State of New York (as amended), to, among other things, finance, construct, operate and maintain a water supply and distribution system to benefit the residents of the County of Erie, New York. The Authority became operational in 1953. The Authority is financially self-sustaining, paying all operating expenses from revenues generated from the sale of water to approximately 168,069 customers.

The Erie County Water Authority is not an agency of New York State, nor an agency of Erie County government. The Authority is completely independent with respect to budgeting, bonding authority, debt management and credit rating.

The Erie County Water Authority is governed by a Board of Commissioners. The Board consists of three members appointed by the Chairman of the Legislature of Erie County, subject to confirmation by a majority of said Legislature. Each Board member is appointed for a three-year term and continues to hold office until a successor is confirmed. The three-year terms of office are staggered. The enabling State legislation provides that the officers of the Authority shall consist of a Chairman, a Vice-Chairman and Treasurer who shall be members of the Authority, and a Secretary, who need not be a member of the Authority. The Board establishes policy and is responsible for the overall operations of the Authority.

Additional information regarding the Authority and its operations can be found in the most recent Erie County Water Authority Comprehensive Annual Financial Report (CAFR) for the Years Ended December 31, 2017 and 2016 on-line at https://www.ecwa.org/pdf/AnnualReport//180_2017%20Annual%20Report.pdf

SCOPE OF SERVICES REQUIRED

The Authority is seeking a two-year contract with the option, at the Authority's discretion, for two (2) one-year extensions.

Each Proposer must outline their company's capabilities, experience, and expertise, and explain how their company can best fulfill the following:

- Act as Broker of record for policies currently in force and review the insurance policies accordingly.
- Assist the Authority in the marketing and placement of renewal and new insurance policies in the most efficient and cost-effective manner by making recommendations regarding carriers, coverage, limits, terms, conditions and exposures. The Broker agrees to provide written explanation of the options and at least three quotations from the marketplace, in advance to the Authority, for their review and final approval. All insurance recommendations shall be from admitted carriers in the State of New York. This may be waived by the Authority, but preference shall be given to admitted carriers.
- Assist the Authority in identifying and organizing pertinent information in order to market and place insurance programs and coverage's in the most efficient and cost-effective manner.
- Determine the policies placed are correct in terms of coverage proposed and carrier, and verify accuracy of price, rating classification and exposure. All carriers shall be Rated A- or higher and graded at least VII by AB Best as to financial size.
- Assist in annual preparation of underwriting briefs and summary checklists, which will contribute to the Authority in obtaining the broadest and most cost-effective insurance program.
- Ensure proper service from carriers on policies placed and endorsements.
- Issue certificates of insurance on policies in a timely manner and in compliance with any service standards or measures developed by the Authority.
- Assist the Authority with the reporting of claims and assist in advocating for the Authority on any disputed or problem claims.
- Monitor claims submitted to ensure they are properly handled by the carrier and responded to in a timely manner with confirmation to the Authority from the carriers on all claims including the claim number and carrier representative's contact information.
- Provide loss runs as requested by the Authority with a current update of outstanding claims; this shall include the claim number, date of loss, description, status, amount reserved, paid or recovered and named insured (if more than one State agency is insured under the policy, the claims should be identified by each agency); this shall also include a review of the appropriateness of reserved amounts.

- Assure the timely billing of all policies and endorsements to the Authority; in the event a Notice of Cancellation has been issued, work with the Authority to resolve the situation.
- Advise the Authority as requested or at least on a semiannual basis about current developments in the insurance area as to coverages, forms, availability, pricing or other significant developments that would impact the Authority.
- Extend training to the Authority as relevant topics arise and as requested.
- Attend meetings, as requested, with the Authority and other representatives as needed.
- Attend quarterly Claim Review Meetings.
- Maintain a designated officer or employee as its representative for contact with the Authority and for all communication and transactions relating to any contract resulting from this RFP.

The Authority reserves the right to procure specific needed coverages through other sources should the Authority determines that utilization of another source would be in the best interests of the Authority for financial or other reasons.

The Authority requires evidence (or certificates) of insurance from the selected Broker providing the coverage lines of insurance to the Authority under the Insurance Brokerage Services. The Broker must provide the Authority, prior to entering into a contract with the Authority, and maintain the coverages and levels as prescribed in the INSURANCE REQUIREMENTS FOR INSURANCE BROKERAGE SERVICES section on **pages 22 through 43 of this RFP**, throughout the contractual period.

ESTIMATED PROPOSAL TIMETABLE

Thursday, February 21, 2019	Board Approval of RFP
Friday, February 22, 2019	Distribution of RFP
Friday, March 15, 2019	Deadline for inquires and questions - due by 4:00 pm Prevailing Time
Friday, March 22, 2019	RFP Responses due by 4:00 pm Prevailing Time
Friday, April 1, 2019 to no later than Thursday, April 18, 2019	Review and evaluations of Responses; presentations, if required; award of contract by the Board of Commissioners

FORMAT OF PROPOSAL

All respondents are required to send seven (7) complete sets of responses – one (1) original and six (6) copies, along with one completed Respondent's Certification, the required forms (New York State Finance Law §§ 139-j and 139-k) A, B and C, New York State Finance Law §139-L Statement Relating to Sexual Harassment Policy and Certificates of Insurance as indicated on pages 22 – 43. All seven (7) copies of the respondent's proposal must be arranged as follows:

Title Page: showing RFP name and respondent's name, address, telephone number, facsimile number, e-mail address and contact person.

Letter of Introduction: one page, introducing the respondent, signed by the person(s) authorized to sign on behalf of and bind the company to statements made in response to this RFP.

Company Profile and Respondent Information:

The following will be required in a company overview as part of respondent's proposal:

1. Brief (one or two paragraphs) description of the respondent's business, its history and its ability to provide the requested Brokerage services.
2. Identify principals and/or officers of the respondent.
3. Company name.
4. Company address.
5. Telephone number(s) and e-mail address (es).
6. Company contact person(s).
7. Provide disclosure of all Broker compensation, including direct, contingent, percentage, flat fee, scaled, front end, and/or back end, on proposals received.
8. Respondent's size and organizational structure.
9. Respondent's financial stability.
10. Number of years in business.

11. References that the respondent wishes to provide – at least three references (preferably municipal clients), with contact/reference name and telephone number for each reference, are required.
12. Information as to the respondent's background and experience relative to this RFP and insurance experience with municipal insurance clients, preferably with public water purveyors.
13. Proposers who wish to submit proposals must demonstrate their expertise and experience in the following standard lines of coverage:
 - a. Workers' Compensation
 - b. Commercial General Liability
 - c. Business Auto
 - d. Commercial Property, Inland Marine, E.D.P, and Boiler and Machinery
 - e. Public Officials
 - f. Security Guard General Liability
 - g. Lead Umbrella
 - h. Cyber Liability
 - i. Bonds
 - j. Crime
 - k. New York State Disability
 - l. Group Life
14. Broker must provide notice of and any details for any censure, penalties, fines, convictions, etc., imposed by any regulatory, licensing body, court of law, professional association, etc.
15. Copies of Insurance License(s) and/or Letter(s) of Certification issued to do business in the State of New York for the Broker and documentation indicating authorization to transact insurance in the State of New York.

REQUIREMENTS OF NEW YORK STATE FINANCE LAW

The enacted provisions of New York State Finance Law §§ 139-j and 139-k, require that Form A, B and C be completed, and 139-L requires that the Statement of Sexual Harassment Policy be submitted and returned to the Authority by each respondent. Each respondent must comply with the enacted provisions.

INQUIRIES

All inquiries related to this RFP are to be in writing via e-mail to the Erie County Water Authority, attention: Ms. Shari Zajdel, Confidential Legal Secretary, at szajdel@ecwa.org, no later than **Friday, March 15, 2019 by 4:00 PM prevailing time**. Information obtained from any other source is not official and may be inaccurate. Inquiries and responses will be recorded and will be distributed to all potential respondents at the Authority's option.

OWNERSHIP OF PROPOSALS

All responses to this request for proposal (RFP) become the property of the Erie County Water Authority and are not returnable.

RESPONDENT'S EXPENSES

Respondents are solely responsible for their own expenses in preparing a proposal in response to this RFP and for any expenses incurred by the respondent in subsequent negotiations with the Authority.

CONTRACT

The Erie County Water Authority reserves the right to award a contract in part, or in full, or not at all, based on its analysis of the responses received to this RFP. The Erie County Water Authority is not bound to accept the lowest cost proposal. It is the intention of the Authority to award a contract for a comprehensive insurance protection program by the end of **May 2019**.

ACCEPTANCE OF PROPOSALS

This RFP by and of itself should not be construed as a contract to purchase goods or services. However, after an award of contract has been made by the Board of Commissioners, the RFP and the selected respondent's proposal(s) will be considered part of the contract with the Authority.

LIABILITY FOR ERRORS

While the Erie County Water Authority has used considerable efforts to ensure an accurate presentation of information in this RFP, all prospective respondents are urged to review the materials and facts pertinent to this RFP and to make inquiry to the Authority for clarification(s) and /or other material(s) (see section INQUIRIES on page 7). The Erie County Water Authority shall not be held liable or accountable for any error or omission in any part of this RFP, or in the additional materials or responses, written or verbal, provided as exhibits, attachments, or otherwise.

ACCEPTANCE OF TERMS

All the terms and conditions of this RFP are deemed to be accepted by the respondent(s) and are incorporated in the respondent's proposal except those conditions and provisions which are expressly excluded by the respondent and so stated in the respondent's proposal.

QUOTES FROM THE MARKETPLACE

The Authority reserves the right to consider at any time quotes from the marketplace, from multiple sources and/or directly from insurers, other than those invited to respond to this RFP.

FINANCIAL STABILITY

The successful respondent must demonstrate financial stability and the Authority reserves the right to conduct independent background checks to determine the financial strength of any and all Brokers submitting proposals. The Authority may require that additional information be submitted by a Broker responding to the RFP.

NEGOTIATION DELAY

If any agreement cannot be negotiated within fifteen (15) days of notification to the designated respondent, the Authority may terminate negotiations with that respondent and negotiate an agreement with another respondent or respondents of its choice.

SHORTLIST

Unless there is a successful respondent selected by the Authority after its initial review of the responses, the Authority will commence an evaluation process and develop a “shortlist” based principally on the criteria stated in the SCOPE OF SERVICES REQUIRED section on **page 4**, and the PROPOSAL EVALUATION section on **page 10 of this RFP**. Those respondents listed on the “shortlist” may be asked to submit additional information or make a presentation of their proposal to staff of the Authority and/or personally appear before the Board of Commissioners of the Erie County Water Authority to discuss their proposal.

SUBCONTRACTING

There is no subcontracting permitted under this RFP.

DEFINITION OF AGREEMENT

The Erie County Water Authority may, at its option, notify a respondent in writing that its response-proposal has been accepted and such acceptance shall constitute the making of a formal agreement for the services identified in the accepted response-proposal. Alternatively, the Authority may require the execution of a written agreement for services, and no respondent shall acquire any legal or equitable rights or privileges until the Erie County Water Authority has delivered either a formal resolution of the Board of Commissioners or a fully executed written agreement to the respondent. The Broker will be required to submit Certificates of Insurance, (see **pages 22 – 43**), prior to the execution of any agreement with the Authority.

CONTRACT ADMINISTRATOR

The Authority will assign the administration of its Insurance Brokerage Services to the Claims Representative/Risk Manager who will oversee the contract awarded to the successful respondent. In addition, the successful respondent (Broker) will be expected to name a counterpart. The respondent’s designee will be responsible for providing services and information and provide support services on an ongoing basis for the term of the contract. If the respondent’s primary designee is not available for any reason, an alternative designee will be made available to assist the Authority.

COMPLIANCE WITH LAWS

The successful respondent shall give all notices and obtain all the licenses, permits, approvals, etc., required to perform its duties and provide the professional services expected by the Authority. The successful respondent will keep the Authority informed of any changes in legislation, regulations, court decisions, etc., which may impact the Authority's Insurance Brokerage Services.

GOVERNING LAW AND JURISDICTION

This RFP and any contract entered into between the respondent and the Erie County Water Authority shall be governed by and in accordance with the laws of the State of New York. Notwithstanding any other provision in this RFP or contract between the Authority and the successful respondent, any matter which is not disposed of by agreement of the parties shall be governed, interpreted and decided by a court of competent jurisdiction of the State of New York.

CONFIDENTIALITY AND SECURITY

This RFP document, or any portion thereof, may not be used for any purpose other than the submission of proposals, especially information relating to employees provided as exhibits, if any.

GENERAL

Subsequent to the submission of proposals, interviews and negotiations may be conducted with respondents selected by the Authority, but there shall be no obligation on the part of the Authority to receive further information from any respondent or conduct interviews with all respondents.

Respondents shall identify and present to the Authority any conflicts of interest, or appearances of conflicts of interest, issues, concerns, etc. Failure to do so could be deemed sufficient reason for the Authority to terminate its relations with the agent/Broker and /or insurer at any time.

CURRENCY

Prices are to be in U.S. dollars.

PROPOSAL EVALUATION

The Erie County Water Authority's Evaluation committee will consider the following criteria in evaluating proposals:

Respondents must submit a complete response to this RFP. Failure to submit all information requested may result in the rejection of the incomplete proposal.

Proposals will be evaluated and ranked on the following criteria:

1. Responsiveness to the RFP.
2. Broker Services provided.
3. Relevant experience, expertise, services provided and qualifications of the firm.

Proposals should be as thorough and detailed as necessary so that the Authority may properly evaluate the capabilities of the respondent(s) to provide the required services.

REVIEW OF INSURANCE BROKERAGE SERVICES

The Authority may require the Broker to conduct an annual review with the Board of Commissioners at the Authority's business office. The Authority may also request that the Broker prepare and issue written reports pertinent to the Insurance Brokerage Services and related subjects at the request of the Board of Commissioners or senior management of the Authority. The Broker will keep the Authority informed of market trends and other relevant information to help the Authority contain expenses, establish necessary reserves, reduce the frequency and severity of claims filed, etc., and provide services to the Authority, at no extra expense to the Authority, which will assist the Authority in performing its management responsibilities. Included in the services provided by the Broker, but not necessarily limited to, would be the issuance of timely, periodic estimates projecting settlements, reserve requirements and/or retrospective premiums; notification of and analysis of claims filed against the Authority; conduct training sessions to minimize exposures and reduce risk; provide legal opinions, copies of transcripts, decisions in cases involving the Authority; consult with Authority management before any action is pursued by the Broker to settle claims asserted against the Authority; allow the Authority to assist in legal proceedings for claims filed against the Authority, including proceedings in a court of law, hearings, depositions, matters before an administrative law judge, etc.; provide access, at no additional charge, to automated information and systems maintained by the Broker as long as there are open claims; make available updated loss runs upon request.

VALUE-ADDED CONSIDERATIONS

Respondents are encouraged to list any relevant services or products that will be provided to the Erie County Water Authority which are not priced in this proposal, but will enhance the Authority's insurance program (i.e., safety training programs, loss control monitoring, seminars, informational brochures, posters, bulletins, educational viewing materials, services of investigators, legislation updates, etc.).

SUBMISSION

The respondent's reply must be submitted as follows:

One original and six (6) additional copies of your proposal must be submitted in a sealed envelope, along with one completed Respondent's Certification, (**see page 13**). All proposals must bear on the outside the following:

Proposal For: INSURANCE BROKERAGE SERVICES
Submitted To: ERIE COUNTY WATER AUTHORITY
Submitted By: RESPONDENT'S NAME
RESPONDENT'S ADDRESS
CITY, STATE, ZIP CODE
RESPONDENT'S PRIMARY CONTACT PERSON
RESPONDENT'S TELEPHONE NUMBER, FACSIMILE NUMBER
AND E-MAIL ADDRESS
DATE SUBMITTED

All proposals in response to this RFP must be submitted no later than 4:00 pm (Prevailing Time) on Wednesday, March 13, 2019 to the following:

Ms. Shari Zajdel, Confidential Secretary (Legal)
Erie County Water Authority
295 Main Street, Room 350
Buffalo, New York 14203

All proposals become the property of the Erie County Water Authority. Any proposal received after the aforementioned deadline will not be considered by the Authority.

THE ERIE COUNTY WATER AUTHORITY IS UNDER NO OBLIGATION TO AWARD A PROFESSIONAL SERVICE (CONTRACT) AGREEMENT TO THE LOWEST COST RESPONDENT OR ANY RESPONDENT, OR TO ACCEPT ANY PROPOSAL. THE ERIE COUNTY WATER AUTHORITY RESERVES THE RIGHT TO REJECT ANY AND ALL RESPONSES TO THE RFP.

RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Proposals (RFP) and any other documents accompanying or made a part of this Request for Proposals for Insurance Brokerage Services.

I hereby propose to furnish the insurance service(s) product(s), coverage(s), etc. specified in my response to the Request for Proposals for the Erie County Water Authority (Authority) – Insurance Brokerage Services at the prices or rates quoted in my proposal. I agree that my proposal will remain firm for a period of up to **ninety (90) days after Thursday, April 18, 2019**, in order to allow the Authority adequate time to evaluate all proposals it receives.

I agree to abide by all conditions of the Request for Proposals issued by the Authority.

I certify that all information contained in this response to the Request for Proposals is truthful to the best of my knowledge and belief. I further certify that I am authorized to submit this response to the Request for Proposals on behalf of the Broker as its act and deed and that the same is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same service(s), product(s), coverage(s), etc. unless a joint proposal is disclosed by the respondents and the joint proposers act as a syndicate, and the individual parties in the joint proposal, as well as the syndicate, abide by all the terms and conditions set forth in this RFP; and, that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS:

BY:

SIGNATURE:

NAME & TITLE, TYPED OR PRINTED:

MAILING ADDRESS:

CITY, STATE, ZIP CODE:

TELEPHONE NUMBER:

BACKGROUND FORMS A, B and C

STATE FINANCE LAW REQUIREMENTS

The Erie County Water Authority (the “Authority”) is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). When the Authority seeks to procure goods or services by means of an Invitation or Notice to Bid, or a Request for Proposals, the State Finance Law imposes certain restrictions on anyone who may wish to offer goods or services to the Authority as an Offerer, as that term is defined in §§ 139-j(1)(h) and 139-k(1)(h).

During the Restricted Period, as defined in §§ 139-j(1)(f) and 139-k(1)(f), when bids or proposals are being solicited, the Authority will designate a contact person with whom the Offerer may contact for information and other authorized purposes as set forth in §139-j of the State Finance Law. The designated contact is identified in the Notice to Bidders, or in the Request for Proposal. An Offerer is authorized to contact the Authority’s designated contact for such purposes set forth in § 139-j(3).

Pursuant to the State Finance Law, the Authority is also required to make certain findings before making any determinations as to the qualifications and eligibility of those seeking a procurement contract, as that term is defined in State Finance Law §§ 139-j(1)(g) and 139-k(1)(g). Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings of non-responsibility occurring within a 4-year period, the Offerer will be debarred from obtaining procurement contracts with the Authority. Further information about these requirements can be found in §§139-j and 139-k of the New York State Finance Law and the Erie County Water Authority’s Procurement Disclosure Policy.

The following forms will be used by the Authority to make such findings:

Form A - Offerer’s Affirmation of Understanding of, and Agreement to Comply with, the Authority’s Permissible Contact Requirements During the Restricted Period.

Form B - Offerer’s Certification of Compliance with State Finance Law.

Form C - Offerer’s Disclosure of Prior Non-Responsibility Determinations.

FORM A

Offerer's Affirmation of Understanding of, and Agreement to Comply with, the Permissible Contact Requirements During the Restricted Period

Instructions:

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). The Authority must obtain a written affirmation of understanding and agreement to comply with procedures regarding permissible contacts with the Authority in the restricted period for a procurement contract in accordance with State Finance Law §139-j and §139-k. It is required that this affirmation be obtained as early as possible in the procurement process, but no later than when the Offerer

Offerer affirms that it understands and agrees to comply with the procedures of the Authority relative to permissible contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

FORM B

**Offerer's Certification of Compliance
With State Finance Law §139-k(5)**

Instructions:

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). The Authority must obtain a Certification that the information submitted for a procurement contract is complete, true, and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offerer must agree to sign the Certification, under penalty of perjury, and to provide the Certification to the Authority. The Certification should be obtained as early as possible in the process, but no later than when an Offerer submits its proposal.

Offerer Certification:

I certify that all information provided to the Authority relating to the awarding of a procurement contract is complete, true, and accurate.

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

FORM C

Offerer's Disclosure of Prior Non-Responsibility Determinations

Background:

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). New York State Finance Law §139-k(2) obligates the Authority to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j; or (b) the intentional provision of false or incomplete information to a Government Entity.

The terms "Offerer" and "Governmental Entity" are defined in State Finance Law §§139-j(1) and §139-k(1). These sections also set forth detailed requirements about the restrictions on contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and the Offerer is the only source capable of supplying the required Article of Procurement, as that term is defined in State Finance Law §§ 139-j(1)(b) and 139-k(1)(b), within the necessary timeframe. See State Finance Law §139-j(10)(b) and §139-k(3).

Instructions:

The Authority must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Authority no later than when the Offerer submits its proposal.

FORM C (Continued)

Offerer's Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____

Date: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle)

No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

Add additional pages as necessary)

FORM C (Continued)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle): No Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

(Add additional pages as necessary)

Offerer certifies that all information provided to the Erie County Water Authority with respect to State Finance Law §139-k is complete, true, and accurate.

By: _____ Date: _____

Signature

Name: _____

Title: _____

CONTRACT TERMINATION PROVISION

Instructions:

A Contract Termination Provision will be included in each procurement contract governed by State Finance Law §139-k. New York State Finance Law §139-k(5) provides that every procurement contract award subject to the provisions of State Finance Law §§139-k and 139-j shall contain a provision authorizing the governmental entity to terminate the contract in the event that the certification is found to be intentionally false or intentionally incomplete. This statutory contract language authorizes, but does not mandate, termination. “Government entity” and “procurement contract” are defined in State Finance Law §§139-j(1) and 139-k(1).

This required clause will be included in a covered procurement contract.

A sample of the Termination Provision is included below. If a contract is terminated in accordance with State Finance Law §139-k(5), the Erie County Water Authority (the “Authority”), as a governmental entity, is required to include a statement in the procurement record describing the basis for any action taken under the termination provision.

Sample Contract Termination Provision

The Erie County Water Authority, as a governmental entity, reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

SECTION 139-L OF THE STATE FINANCE LAW
STATEMENT RELATING TO SEXUAL HARASSMENT POLICY

1. "Bidder" has the same meaning as the term, "Offerer," as that term is defined in State Finance Law § 139-k(1)(h), and includes anyone who submits a bid or proposal.
2. Every proposal or bid hereafter made and submitted to the Erie County Water Authority, where competitive bidding or a sealed proposal is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under penalty of perjury:

SEXUAL HARASSMENT BIDDING CERTIFICATION

- (a) "By submission of this bid/proposal, EACH BIDDER AND EACH PERSON SIGNING ON BEHALF OF ANY BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, under penalty of perjury, that the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of Section two hundred one-g of the Labor Law."
3. A bid/proposal shall not be considered for award nor shall any award be made to a Bidder who has not complied with subdivision one of this section; provided, however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

The undersigned CERTIFIES, under penalty of perjury, that he is authorized to make this bid/proposal and execute this statement on sexual harassment; that he is familiar with the statements contained in ¶2(a) of this document, as well as the provisions of State Finance Law §139-L and Labor Law §201-g, and such statements are true and have been complied with by the Bidder.

(Name of Individual, Partnership or Corporation)

By _____
(Person authorized to sign)

(SEAL)

Erie County Water Authority Insurance Requirements for Insurance Brokerage Services

Project Number: 201900047

Description: Request for Proposals (RFP) for Erie County Water Authority Insurance Brokerage Services for 2019-2022.

The following minimum insurance requirements shall apply to professional service providers under agreement with the Erie County Water Authority (ECWA). If at any time, in the opinion of ECWA, there is an unusual or exceptional risk, ECWA may establish additional insurance requirements for the duration of the agreement. All insurance required herein shall be obtained at the sole cost and expense of the professional service provider, including deductibles and self-insured retentions. These requirements include but are not limited to the minimum insurance requirements.

An X indicates insurance coverage is required.

X **Commercial General Liability Insurance:** (including, but not limited to, Bodily (Personal) Injury, Premises Operations, Property Damage Liability (broad form), Contractual Liability, Advertising Injury, Independent Contractors, Product Liability, Completed Operations Liability and Explosion, Collapse and Underground Coverage) – in an amount not less than \$1,000,000 combined single limit and \$2,000,000 in the aggregate:

- X **Per Policy**
- Per Project or Job**
- Per Location**

There should be no exclusions for any claims filed, actual or alleged, for violation of any applicable statute including, but not limited to, the New York State or federal labor laws, ordinances, administrative orders, executive orders, rules, regulations, or decrees of any court of competent jurisdiction.

X **Comprehensive Business Automobile Insurance** in an amount of not less than \$1,000,000 each accident and shall cover liability arising out of any automobile owned, leased, hired, borrowed and non-owned automobiles. Additionally, if vehicles are used for transporting hazardous materials, the contractor shall obtain and maintain the “broadened” coverage (endorsement CA 99 48 10 01 or CA 99 48 12 93), as well as proof of MCS 90 04 00.

Excess Umbrella Liability Insurance in an amount of not less than:

 \$1,000,000 in the aggregate

 \$2,000,000 in the aggregate

 \$3,000,000 in the aggregate

 \$4,000,000 in the aggregate

 \$5,000,000 in the aggregate

 Per Policy

 Per Project or Job

 Per Location

X **Professional Liability Insurance** in an amount of not less than

X \$1,000,000 per each occurrence and in the aggregate. Continuous coverage shall be maintained, or on an extended discovery period (“tail coverage”), for a period of not less than two years from the time the agreement has been completed.

 \$2,000,000 per each occurrence and in the aggregate. Continuous coverage shall be maintained, or on an extended discovery period (“tail coverage”), for a period of not less than two years from the time the agreement has been completed.

 \$3,000,000 per each occurrence and in the aggregate. Continuous coverage shall be maintained, or on an extended discovery period (“tail coverage”), for a period of not less than two years from the time the agreement has been completed.

 \$4,000,000 per each occurrence and in the aggregate. Continuous coverage shall be maintained, or on an extended discovery period (“tail coverage”), for a period of not less than two years from the time the agreement has been completed.

 \$5,000,000 per each occurrence and in the aggregate. Continuous coverage shall be maintained, or on an extended discovery period (“tail coverage”), for a period of not less than two years from the time the agreement has been completed.

X Cyber and Privacy & Security Coverage:

All vendors with access to confidential records and/or access to any of ECWA's communication networks, servers, etc. must carry Cyber Liability coverage for damages arising from a failure of computer security, or wrongful release of private information including expenses for notification as required by local, state or federal guidelines. Limit of liability must be at least One Million and 00/100 Dollars (\$1,000,000.00) per claim and One Million and 00/100 Dollars (\$1,000,000.00) in the aggregate. Any retroactive date or prior acts exclusion must predate both the date of this agreement and any earlier commencement of any services. If coverage is on a "claims made basis", a 2 to 5 year extended reporting provision must be included.

X Workers' Compensation and Employers' Liability and New York State Disability Benefits Insurances, as required by New York State statute.

Certificates of Insurance and renewals, on forms approved by the New York State Department of Insurance, must be submitted to ECWA prior to the award of contract. Each insurance carrier issuing a Certificate of Insurance shall be rated by A. M. Best no lower than "A-" with a Financial Strength Code (FSC) of at least VII. The professional service provider shall name ECWA, its officers, agents and employees as additional insured on a Primary and Non-Contributory Basis, including a Waiver of Subrogation endorsement (form CG 20 26 11 85 or equivalent), on all applicable liability policies. Any liability coverage on a "claims made" basis should be designated as such on the Certificate of Insurance.

To avoid confusion with similar insurance company names and to properly identify the insurance company, please make sure that the insurer's National Association of Insurance Commissioners (N.A.I.C.) identifying number or A. M. Best identifying number appears on the Certificate of Insurance.

Acceptance of a Certificate of Insurance and/or approval by ECWA shall not be construed to relieve the professional service provider of any obligations, responsibilities or liabilities.

Certificates of Insurance should be e-mailed to AALESSI@ECWA.ORG. or mailed to Mr. Anthony Alessi, ECWA Claims Representative/Risk Manager, Erie County Water Authority, 295 Main Street – Room 350, Buffalo, New York 14203-2494, or If you have any questions you can contact Mr. Alessi by e-mail or phone (716) 849-8477.

Please refer to the bid and the contract document(s) for additional information regarding insurance requirements.



**Certificate of Attestation of Exemption
 From New York State Workers' Compensation
 and/or Disability Benefits Insurance Coverage**

****This form cannot be used to waive the workers' compensation rights or obligations of any party.****

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required.

Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.

<p align="center">In the Application of (Legal Entity Name and Address):</p> <p>JOHN SMITH 123 MAIN STREET ALBANY, NY 12207 111-111-1111 Federal ID Number: XXXXX6789</p>	<p align="center">Business Applying For: BUILDING PERMIT</p> <p>From: CITY OF ALBANY, DEPT OF BUILDING AND CODES</p> <p>The location of where work will be performed is 123 ACME AVENUE, ALBANY, NY 12203.</p> <p>Estimated dates necessary to complete work associated with the building permit are from October 14, 2008 to March 31, 2009.</p> <p>The estimated dollar amount of project is \$25,001 - \$50,000</p>
--	--

Workers' Compensation Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE SPECIFIC WORKERS' COMPENSATION INSURANCE COVERAGE** for the following reason:

The business is owned by one individual and is not a corporation. Other than the owner, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.

Disability Benefits Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY BENEFITS INSURANCE COVERAGE** for the following reason:

The business is owned by one individual or is a partnership (LLC, LLP, PLLP or a RLLP) under the laws of New York State and is not a corporation; or is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation, each individual must be an officer and own at least one share of stock) or is a business with no NYS location. In addition, the business does not require disability benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability Benefits Law.)

I, JOHN SMITH, am the Sole Proprietor with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

SIGN HERE	Signature:	Date:
<p>Exemption Certificate Number 2008-00197</p>		<p>Received October 2, 2008 NYS Workers' Compensation Board</p>

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (Use street address only)</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> 	<p>3a. Name of Insurance Carrier</p> <p>3b. Policy Number of entity listed in box "1a"</p> <p>3c. Policy effective period _____ to _____</p> <p>3d. The President, Partners or Executive Officers are included. (Only check box if all partners/officers included) all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may not be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: _____
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____
(Signature) (Date)

Title: _____

Telephone Number of authorized representative or licensed agent of insurance carrier: _____

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

SAMPLE

Prove It to Move It
Form SI-12



STATE OF NEW YORK
 WORKERS' COMPENSATION BOARD
 SELF-INSURANCE OFFICE
 20 PARK STREET - ROOM 206
 ALBANY, NY 12207



(518) 402-0247
 FAX (518) 402-6199

COMPLIANCE WITH DISABILITY BENEFITS LAW
(Pursuant To Section 220, subd. 8 of the Disability Benefits Law)

EMPLOYER	FEDERAL EMPLOYER IDENTIFICATION NUMBER
	LOCATION OF OPERATION
ADDRESS (HOME OR MAIN OFFICE)	OPERATIONS TO BE COVERED OR ABOUT:

There are on file with the Workers' Compensation Board, documents indicating that the above-named employer has complied with the Disability Benefits Law with respect to all of his or her employees in the following manner:

- By approved self-insurance pursuant to Section 211, subdivision 3 of the Disability Benefits Law.
- By a combination of approved self-insurance pursuant to Section 211, subdivision 3 of the Disability Benefits Law and insurance with authorized insurance carrier(s).

Date:

By: _____
 Gina Wagoner
 WC Examiner

DB-135 (3/04)

THIS AGENCY EMPLOYS & SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100
Phone: (888) 997-3863

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

POLICYHOLDER	CERTIFICATE HOLDER
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POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE 01/01/2009 TO 05/01/2010	DATE 1/8/2009
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THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2058 840-6 UNTIL 05/01/2010, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 05/01/2010 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE DOES NOT APPLY TO BUILDING DEMOLITION.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING
or by calling (888) 875-5790

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp>
VALIDATION NUMBER: 107031806

U-26 3

0/CD23592-21/94

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
**CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION
GROUP SELF-INSURANCE**

1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only)	1d. Business Telephone Number of Business referenced in box "1a"
	1e. NYS Unemployment Insurance Employer Registration Number of Business referenced in box "1a"
1b. Effective Date of Membership in the Group	
1c. The Proprietor, Partners or Executive Officers are <input type="checkbox"/> included (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded	1f. Federal Employer Identification Number of Business referenced in box "1a"
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder)	3. Name and Address of Group Self-Insurer

This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in box "2".

The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

If this certificate is no longer valid according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.

Certified by: _____
(Print name of authorized representative of the Group Self-Insurer)

Certified by: _____
(Signature) (Date)

Title: _____

Telephone Number: _____

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier	
<p>1a. Legal Name and Address of Insured (Use street address only)</p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>State University of New York Room 302 1400 Washington Avenue Albany, NY 12222</p>	<p>3a. Name of Insurance Carrier</p> <p>3b. Policy Number of entity listed in box "1a":</p> <p>3c. Policy effective period: _____ to _____</p>
<p>4. Policy covers:</p> <p>a. <input type="checkbox"/> All of the employer's employees eligible under the New York Disability Benefits Law</p> <p>b. <input type="checkbox"/> Only the following class or classes of the employer's employees:</p>	
<p>Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above</p>	
<p>Date Signed _____ By _____ (Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)</p> <p>Telephone Number _____ Title _____</p>	
<p>IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder. If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.</p>	
PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)	
State Of New York Workers' Compensation Board	
<p>According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.</p> <p>Date Signed _____ By _____ (Signature of NYS Workers' Compensation Board Employee)</p> <p>Telephone Number _____ Title _____</p>	

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

DB-120.1 (5-06)

FORM DB-155



STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
SELF-INSURANCE OFFICE
20 PARK STREET - ROOM 206
ALBANY, NY 12207



(518) 402-0247
FAX (518) 402-6199

COMPLIANCE WITH DISABILITY BENEFITS LAW
(Pursuant To Section 220, subd. 8 of the Disability Benefits Law)

EMPLOYER	FEDERAL EMPLOYER IDENTIFICATION NUMBER
	LOCATION OF OPERATION
ADDRESS (HOME OR MAIN OFFICE)	OPERATIONS TO BEG. ON, OR ABOUT:

There are on file with the Workers' Compensation Board, documents indicating that the above-named employer has complied with the Disability Benefits Law with respect to all of his or her employees in the following manner:

- By approved self-insurance pursuant to Section 211, subdivision 3 of the Disability Benefits Law.
- By a combination of approved self-insurance pursuant to Section 211, subdivision 3 of the Disability Benefits Law and insurance with authorized insurance carrier(s).

Date:

By: _____
Gina Wagoner
WC Examiner

DB-155 (3/04)

THIS AGENCY EMPLOYS & SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION

Affidavit of Exemption to Show Specific Proof of Workers' Compensation Insurance Coverage for a 1, 2, 3 or 4 Family, Owner-occupied Residence

This form cannot be used to waive the workers' compensation rights or obligations of any party.

Under penalty of perjury, I certify that I am the owner of the 1, 2, 3 or 4 family, **owner-occupied** residence (including condominiums) listed on the building permit that I am applying for, and I am not required to show specific proof of workers' compensation insurance coverage for such residence because (please check the appropriate box):

- I am performing all the work for which the building permit was issued.
- I am not hiring, paying or compensating in any way, the individual(s) that is(are) performing all the work for which the building permit was issued or helping me perform such work.
- I have a homeowners insurance policy that is currently in effect and covers the property listed on the attached building permit AND am hiring or paying individuals a total of less than 40 hours per week (aggregate hours for all paid individuals on the jobsite) for which the building permit was issued.

I also agree to either:

- ◆ acquire appropriate workers' compensation coverage and provide appropriate proof of that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit if I need to hire or pay individuals a total of 40 hours or more per week (aggregate hours for all paid individuals on the jobsite) for work indicated on the building permit, or if appropriate, file a CE-200 exemption form; OR
- ◆ have the general contractor, performing the work on the 1, 2, 3 or 4 family, **owner-occupied** residence (including condominiums) listed on the building permit that I am applying for, provide appropriate proof of workers' compensation coverage or proof of exemption from that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit if the project takes a total of 40 hours or more per week (aggregate hours for all paid individuals on the jobsite) for work indicated on the building permit.

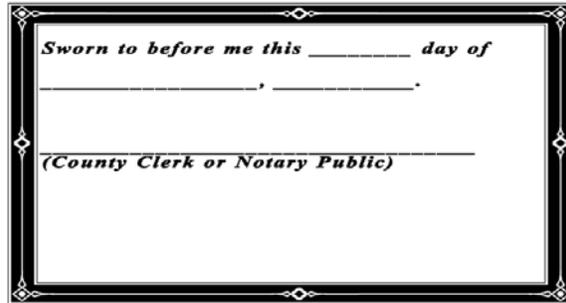
(Signature of Homeowner)

(Date Signed)

(Homeowner's Name Printed)

Home Telephone Number _____

Property Address that requires the building permit:



Once notarized, this BP-1 form serves as an exemption for both workers' compensation and disability benefits insurance coverage.

LAWS OF NEW YORK, 1998
CHAPTER 439

The **general municipal law** is amended by adding a new section 125 to read as follows:

125. ISSUANCE OF BUILDING PERMITS. NO CITY, TOWN OR VILLAGE SHALL ISSUE A BUILDING PERMIT WITHOUT OBTAINING FROM THE PERMIT APPLICANT EITHER:

1. PROOF DULY SUBSCRIBED THAT WORKERS' COMPENSATION INSURANCE AND DISABILITY BENEFITS COVERAGE ISSUED BY AN INSURANCE CARRIER IN A FORM SATISFACTORY TO THE CHAIR OF THE WORKERS' COMPENSATION BOARD AS PROVIDED FOR IN SECTION FIFTY-SEVEN OF THE WORKERS' COMPENSATION LAW IS EFFECTIVE; OR

2. AN AFFIDAVIT THAT SUCH PERMIT APPLICANT HAS NOT ENGAGED AN EMPLOYER OR ANY EMPLOYEES AS THOSE TERMS ARE DEFINED IN SECTION TWO OF THE WORKERS' COMPENSATION LAW TO PERFORM WORK RELATING TO SUCH BUILDING PERMIT.

Implementing Section 125 of the General Municipal Law

1. General Contractors -- Business Owners and Certain Homeowners

For **businesses and certain homeowners listed as the general contractors on building permits**, proof that they are in compliance with Section 57 of the Workers' Compensation Law (WCL) is **ONE** of the following forms that indicate that they are:

- ◆ insured (C-105.2 or U-26.3),
- ◆ self-insured (SI-12), or
- ◆ are exempt (CE-200),

under the mandatory coverage provisions of the WCL. Any residence that is not a **1, 2, 3 or 4 Family, Owner-occupied Residence** is considered a business (income or potential income property) and must prove compliance by filing one of the above forms.

2. Owner-occupied Residences

For homeowners of a **1, 2, 3 or 4 Family, Owner-occupied Residence**, proof of their exemption from the mandatory coverage provisions of the Workers' Compensation Law when applying for a building permit is to file form BP-1.

- ◆ Form BP-1 shall be filed if the homeowner of a **1, 2, 3 or 4 Family, Owner-occupied Residence** is listed as the general contractor on the building permit, and the homeowner:
 - ◇ is performing all the work for which the building permit was issued him/herself,
 - ◇ is not hiring, paying or compensating in any way, the individual(s) that is(are) performing all the work for which the building permit was issued or helping the homeowner perform such work, or
 - ◇ has a homeowner's insurance policy that is currently in effect and covers the property for which the building permit was issued AND the homeowner is hiring or paying individuals a total of less than 40 hours per week (aggregate hours for all paid individuals on the jobsite) for the work for which the building permit was issued.
- ◆ If the homeowner of a **1, 2, 3 or 4 Family, Owner-occupied Residence** is hiring or paying individuals a total of **40 hours or MORE** in any week (aggregate hours for all paid individuals on the jobsite) for the work for which the building permit was issued, then the homeowner may not file the "Affidavit of Exemption" form, BP-1(11/04), but shall either:
 - ◇ acquire appropriate workers' compensation coverage and provide appropriate proof of that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit (the C-105.2 or U-26.3 form), OR
 - ◇ have the general contractor, (performing the work on the 1, 2, 3 or 4 family, **owner-occupied** residence (including condominiums) listed on the building permit) provide appropriate proof of workers' compensation coverage, or proof of exemption from that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit.

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

NOTICE OF COMPLIANCE
DISABILITY BENEFITS LAW
TO EMPLOYEES

1. If you are unable to work because of an illness or injury not work-related, you may be entitled to receive weekly benefits from your employer, or his or her insurance company, or from the Special Fund for Disability Benefits.
2. To claim benefits You must file a claim form, within 30 days from the first date of your disability, but in no event more than 26 weeks from such date.
3. Use one of the following claim forms:
-if, when your disability begins you are employed or are unemployed for four weeks or less, use WHITE claim form (Form DB-450), which you may obtain from your employer, his or her insurance carrier, your health provider or any office of the Workers' Compensation Board, and send it to your employer or the insurance carrier named below.
-if, when your disability begins, you have been unemployed more than four weeks, use the GREEN claim form (Form DB-300), which you may obtain from any Unemployment Insurance Office, your health provider, or any office of the Workers' Compensation Board. Send completed claim form to the Workers' Compensation Board, Disability Benefits Bureau Albany, New York 12241.
IMPORTANT Before filing your claim, your health provider must complete the "Health Care Provider's Statement" on the claim form, showing your period of disability.
4. You are entitled to be treated by any physician, chiropractor, dentist, nurse-midwife, podiatrist or psychologist of your choice. However, unlike workers' compensation, your medical bills will not be paid unless your employer and/or union provide for the payment of such bills under a Disability Benefits Plan or Agreement.
5. If you are ill or injured during the time you are receiving Unemployment Insurance Benefits, file a claim for Disability Benefits as soon as you sustain the injury or illness, by following the instructions outlined above.
6. If you are out of work in excess of seven days, your employer is required to send you a Disability Benefits Statement of Rights (Form DB-271).
7. Other information about Disability Benefits may be obtained by writing or calling the nearest Workers' Compensation Board Office.

WORKERS' COMPENSATION BOARD OFFICES

Albany, 12241 -100 Broadway-Menands - (518) 474-6681
 Binghamton, 13901 - State Office Bldg - 44 Hawley St - (607) 721-8333
 Buffalo, 14203-State Office Bldg -125 Main St - (716) 847-3171
 Hempstead, 11550 -175 Fulton Avenue - (516) 560-7145
 Rochester, 14614 - 130 Main Street West - (716) 236-8145
 Syracuse, 13202 - State Office Bldg-333 E. Washington St. - (315) 428-4465

ESTADO DE NUEVA YORK
JUNTA DE COMPENSACIÓN OBRERA

AVISO DE CUMPLIMIENTO
LEY DE BENEFICIOS POR INCAPACIDAD
A LOS EMPLEADOS

1. Si usted no puede trabajar debido a enfermedad o lesión no relacionada con el trabajo, podría tener derecho a recibir, beneficios semanales de su patrón o de la compañía de seguros de él/ella o del Fondo Especial para Beneficios por Incapacidad.
2. Para reclamar beneficios usted debe Presentar una forma de reclamación, dentro de 30 días a Partir de la Primera fecha de su incapacidad, pero en ningún caso más de 26 semanas de dicha fecha.
3. Use una de las siguientes formas de reclamación:
-Si, cuando comience su incapacidad usted está empleado o ha estado desempleado por cuatro semanas o menos, use la forma de reclamación BLANCA (form DB-450), la cual puede obtener de su patrón o de la compañía de seguros de él/ella, o de su proveedor de cuidados de salud, o bien de cualquier oficina de la Junta de Compensación Obrera, y envíela a su patrón o a la compañía de seguros nombrada abajo.
-Si, cuando comience su incapacidad, usted ha estado desempleado más de cuatro semanas, use la forma de reclamación VERDE (form DB-300), la cual puede obtener en cualquier Oficina de Seguro de Desempleo, de su proveedor de salud, o bien de cualquier oficina de la Junta de Compensación Obrera Envíe la forma de reclamación, debidamente terminada, a Workers' Compensation Board, Disability Benefits Bureau, Albany, New York 12241.
IMPORTANTE Antes de presentar usted su reclamación, es necesario que su proveedor de salud complete la declaración del médico ("Health Care Provider's Statement") en la forma de reclamación, indicando el período de su incapacidad.
4. Usted tiene derecho a ser tratado por cualquier medico, quiropráctico, dentista, enfermera-partera, podiatra o psicólogo que usted elija. Pero, con excepción a la compensación obrera, sus cuentas médicas no serán pagadas a menos que su patrón y/o Unión haga el pago de tales cuentas médicas bajo un Plan o Convenio de Beneficios por Incapacidad.
5. Si estuviera usted enfermo o lesionado durante el tiempo que esté recibiendo beneficios del Seguro de Desempleo, presente una reclamación para Beneficios por Incapacidad, siguiendo las instrucciones arriba descritas, tan pronto como sufra la lesión o la enfermedad.
6. Si usted está desempleado por más de siete días, su patrón está obligado a enviarle la declaración de Derechos de Beneficios por incapacidad (Form DB-271).
7. Otras informaciones relativas a Beneficios por incapacidad pueden obtenerse escribiendo o llamando a la oficina mas cercana de la Junta de Compensación Obrera.

Robert R. Snashall
Robert R. Snashall
 Chairman (Presidente)

The undersigned employer is in compliance with the provisions of the Disability Benefits Law (El patrón abajo firmante esta en conformidad con las disposiciones de la ley de Beneficios por Incapacidad).

Disability Benefits, when due, will be paid by (Los Beneficios por Incapacidad, cuando debidos, serán pagados por):

The benefits provided are (Los beneficios provistos son)

<input type="checkbox"/>	Statutory (Estatutarios)	<input type="checkbox"/>	Under a Plan or Agreement (Bajo un Plan o Convenio)
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Class(es) of employees covered (Clasé(s) de empleados amparados)

ALL EMPLOYEES ELIGIBLE UNDER NY DBL

Name of employer (Nombre del Patrón)

Effective: From (_____) To **UNTIL CANCELLED**
 (En Vigor Desde) (HASTA)
 Policy No (Poliza No.) _____

THE WORKERS' COMPENSATION BOARD EMPLOYS AND SERVES
PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION.

LA JUNTA DE COMPENSACIÓN OBRERA EMPLEA Y SIRVE
A PERSONAS INCAPACITADAS SIN DISCRIMINAR.

By _____

THIS NOTICE MUST BE POSTED CONSPICUOUSLY IN AND ABOUT THE EMPLOYER'S PLACE OR PLACES OF BUSINESS.

DB-120 (2-97)

Prescribed by Chair
Workers' Compensation Board
State of New York

**Erie County Water Authority
ACORD Endorsement Samples**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 and 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to

of

Dated at
This _____ day of _____

Amending Policy No. _____ Effective Date _____

Telephone Number _____ Countersigned by _____
Authorized Company Representative

Name of Insurance Company _____

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by
"□", for the limits shown:

- This insurance is primary and the company shall not be liable for amounts in excess of \$_____ for each accident.
- This insurance is excess and the company shall not be liable for amounts in excess of \$_____ for each accident in excess of the underlying limit of \$_____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is:

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

ENVIRONMENTAL RESTORATION means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

**ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 and 30 OF THE MOTOR CARRIER ACT OF 1980**

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo.

It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately, to each accident, and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

THE SCHEDULE OF LIMITS SHOWN ON THE NEXT PAGE DOES NOT PROVIDE COVERAGE.

The limits shown in the schedule are for information purposes only.

**ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 and 30 OF THE MOTOR CARRIER ACT OF 1980**

**SCHEDULE OF LIMITS
Public Liability**

	Type of Carriage	Commodity Transported	Minimum Insurance
(1)	For-hire (In interstate or foreign commerce).	Property (nonhazardous).	\$ 750,000
(2)	For-hire and Private (In interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials; any quantity of Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	5,000,000
(3)	For-hire and Private (In interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	1,000,000
(4)	For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	5,000,000

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO, MOTOR CARRIER AND TRUCKERS COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. Exclusion **B.6.** Care, Custody Or Control does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement; or
2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

- b.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.