



## ERIE COUNTY SHERIFF'S OFFICE

### REQUEST FOR PROPOSALS (RFP) TO PROVIDE COMPREHENSIVE ON-SITE DIAGNOSTIC SERVICES

**RFP #2026-016VF**

**Due: March 16, 2026**

**Erie County Sheriff's Office  
Correctional Health Division  
134 W. Eagle, 5<sup>th</sup> Floor  
Buffalo, New York, 14202**

# COUNTY OF ERIE REQUEST FOR PROPOSALS

## ON-SITE DIAGNOSTIC SERVICES FOR ERIE COUNTY CORRECTIONAL FACILITY AND ERIE COUNTY HOLDING CENTER

### 1. INTRODUCTION

Proposals are being solicited from qualified Vendors to on-site diagnostic services while detained at the Erie County Correctional Facility (ECCF) located at 11581 Walden Avenue in the Town of Alden, or the Erie County Holding Center (ECHC) located at 40 Delaware Avenue in downtown Buffalo. The average daily population (ADP) at the ECCF is 515 and the ADP at the ECHC is 370.

This Request for Proposals (RFP) outlines the Erie County Sheriff's Office (ECSO) requirements for this project. The selected Vendor will provide on-site diagnostic services. Any item not specifically mentioned but necessary for the delivery and operation of the proposed service shall be included in the proposal. These specifications and requirements should be in sufficient detail to secure proposals on comparable services.

### 2. PROJECT BACKGROUND AND OBJECTIVES

The ECSO currently operates two separate detention facilities: the ECHC in Buffalo and the ECCF in Alden. Both facilities operate under the authority of the Erie County Sheriff's Office Jail Management Division. Originally built in 1937, ECHC is a 7-story high-rise maximum-security facility. The ECCF, built in 1985, is a 2-story medium-security facility with a campus layout. The ECSO seeks to provide on-site diagnostic services to the incarcerated population.

### 3. GENERAL INFORMATION AND REQUIREMENTS

#### A. Schedule

The anticipated schedule for the project is:

RFP Release	January 26, 2026
RFP Questions Deadline	February 9, 2026
RFP Question Response Date	February 16, 2026
RFP Due Date	March 16, 2026
Intended date for Contract Award:	March 30, 2026
Intended Contract Implementation Date:	April 30, 2026

#### B. The Vendor should provide an overview of their firm, including years and experience in the field.

- C. Firms are encouraged to include Certified Minority and Women Owned Business Enterprises (M/WBE) in their teams in order to meet Erie County's goals of 15% MBE and 5% WBE participation. Certified M/WBE proposers should include the Erie County certification letter with the proposal.
- D. Pursuant to Erie County Local Law 5-1 (2023), firms are encouraged to include Service-Disabled Veteran-Owned Businesses (SDVOBs) in their teams in order to meet Erie County's goal of 6% SDVOB participation. Certified proposers shall include proof of certification under the New York State Service-Disabled Veteran-Owned Business Act.
- E. One (1) original, three (3) print copies, and one (1) PDF copy of the proposal on a flash drive are required to be submitted by 3:00 pm on March 16, 2026.**
- F. Final sealed proposals are due to the Erie County Sheriff's Office ATTN: Sara Coffey, Director, Correctional Health, at 134 West Eagle St, 5<sup>th</sup> Floor, Buffalo, NY 14202, All further information and contact from Erie County will be sent electronically.**
- G. Any requests for RFP interpretations should be made electronically by February 9, 2026, to [sara.coffey@erie.gov](mailto:sara.coffey@erie.gov). No requests for oral interpretations via telephone or in person will be accepted. A single response to all questions will be made as outlined in the schedule. No communications of any kind will be binding against the County, except for the formal written responses to any request for clarification.
- H. This RFP is not intended and shall not be construed to commit the County to pay any costs incurred in connection with any proposal or to procure or contract with any firm.
- I. Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Those proposers will be notified to arrange specific times.
- J. No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.
- K. The Vendor will provide three (3) customer references of accounts similar in size and scope to the County
- L. The County will only contract with firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, citizenship status or any other status protected by New York State and Federal laws.
- M. The County reserves the right to amend this RFP. The County reserves the right to reject any or all of the proposals, or any part thereof, submitted in response to this

RFP, and reserves the right to waive formalities, if such action is deemed to be in the best interest of the County. The County reserves the right to request additional information from any proposer. The County reserves the right to award negotiated contracts to one or more proposers.

#### **4. SCOPE OF SERVICES**

Proposers shall describe their approach to delivering the following services:

##### **A. Organization of Proposal**

Vendors must organize their proposal into sections that follow the format of this RFP.

Proposals must include tabbed dividers separating each section. The following tabbed sections are required in the proposal in the following order:

- Cover Letter
- Company Profile and Experience
- Scope of Services (Responses to Specifications and Requirements)
- Cost Proposal
- References and Resumes

Erie County will not search through a proposal, literature and/or web references to find a required response. Please be sure all required information is either immediately available in the section prescribed or provide page numbers and/or sections if referenced in another section of the proposal.

##### **B. On-Site Diagnostic Services**

- The vendor must maintain compliance with all Diagnostic standards and applicable federal and New York State laws, rules, and regulations governing on-site diagnostic operations.
- Vendor must follow applicable standards-of-care guidelines in effect at each facility. These standards include but are not limited to the National Commission on Correctional Health Care (NCCHC).
- Vendor must be certified by the New York State Department of Health. Proof must be submitted at time of proposal submission.
- Vendor must assign a single point-of-contact to be responsible for all aspects of contract management for Erie County.
- Vendor must describe the process in how services will be provided on a 24-hour, 7 day a week basis in detail.
- Vendor must describe the issue escalation process for facility concerns.
- Vendor must describe the type and availability of each service provided.

##### **C. Delivery**

- Vendor to provide services seven (7) days a week, 24 hours a day. Vendor to describe proposed order cut-off times and delivery of service times as part of submissions for routine versus emergent diagnostic services.
- Vendor must provide free of charge an electronic interface with orders manager.
- Within fifteen (15) calendar days of the award the successful vendor must provide Erie County Correctional Health with the identity and pedigrees of all employees wishing to access the secure facilities.

- Describe electronic interface capabilities with Correctional Health's current EMR Centricity, and new EMR, CorrecTek, the vendor will be responsible for interface cost, at no additional cost to Erie County Correctional Health.
- Vendor must supply hard copy imaging (CD) for off-site consultations upon request free of charge

**D. Operations Management**

- Immediately following the contract award the successful vendor must meet with the Erie County Correctional Health leadership team to develop, implement, and facilitate the transition of new services provided.
- The vendor must monitor and review all present and future services provided to Erie County Correctional Health.
- The vendor must consult with the Chief Medical Officer to ensure the appropriate and most efficient services are being utilized.
- List and describe your company's approach to other cost-containment strategies and management of care.

**E. Reporting**

- Describe reporting capabilities, which include but are not limited to utilization reports, specific facility reports, and any further reports requested by the Erie County Correctional Health Division.
- The vendor must provide Erie County Correctional Health, upon request, with facility-specific reporting and summary reporting, inclusive of all Erie County-operated facilities. The vendor must provide an accessible online reporting system for Erie County Correctional Health representatives to access reports specific to, providers, patients and facilities. Describe the system and/or provide details with submission of proposal.

**F. Service Requirements**

- The vendor must utilize licensed technologists at all facility that are being served.
- Service must be available 24 hours a day, seven days a week.
- The vendor must participate in a quarterly review of services to evaluate and evaluate cost and utilization as convened by the Erie County Correctional Health Administrative Team.
- The vendor must organize and direct information programs as related to new developments in the field of diagnostics and make recommendations for most cost-effective means of providing these services.
- The vendor must provide initial ON-SITE in-service training and consultation to clinical personnel at each facility regarding testing and the process in place.

**G. Additional Requirements**

- Describe the transition plan from current service including proposed timelines should an award be granted.
- Describe the orientation program available to clinical personnel.
- Provide details of the vendor's Quality Assurance program(s).

- On a monthly basis the vendor must submit detailed invoices to Correctional Health, by facility, Inmate/patient, provider responsible for order, and diagnostics performed
- Please see Exhibit B, " Standard Insurance Provisions" for required insurance.

## 5. COMPLIANCE AND REQUIREMENTS

The vendor must:

- Comply with all federal, state, and local laws and regulations
- Meet facility security and clearance requirements
- Maintain required insurance coverage
- Adhere to all applicable confidentiality standards

## 6. EXPERIENCE AND ORGANIZATIONAL CAPACITY

### Client Reference Form

Vendor shall provide three (3) client references that are using or have used services of the type proposed in this RFP. The references may include facilities for which the vendor, preferably within the last four (4) years is providing Diagnostic Services. Erie County may contact the client references for validation of information provided.

### Company Profile and Experience

- Name, address, telephone and fax numbers
- If a corporation, date of incorporation
- Names and addresses of principle officers, directors or partners
- A brief biography of the person or persons who will administer the contract
- Company history, including all current and past ownership, company name changes, etc
- List the total number of employed full-time personnel.

### Vendor will address the following:

- The number of years your company has been providing Diagnostic services to correctional Facilities under current company name and ownership.
- The number of correctional facilities you are contracting with (as of the date of the proposal submission) for Diagnostic Services.

### Resume(s)

- A resume or summary of qualifications, work experience, education and skills must be provided for all key personnel who will be performing aspects of the contract. Include years of experience providing similar services to those required, education, and certifications where applicable. Identify the role each person would fulfill in performing the work identified in this RFP.

### Vendor Project Manager

- The Vendor Project Manager will manage the day-to-day projected activities on behalf of the vendor. Please include the following information regarding the Vendor Project Manager:
  - Name
  - Address

- Telephone (office and cell)
- Fax
- E-mail

## **7. COSTS & COST PROPOSAL**

### Costs and Billing

Erie County will evaluate the proposed cost to determine the relative score for each offer. Proposals must include sufficient, detailed information to support the offered costs. Erie County in no way guarantees a minimum number of Diagnostic tests.

Supply a list of Services available along with cost of each service.

- Supply the cost of service in relation to the time offered (Scheduled service vs Stat service).
- Supply the schedule of costs pertaining to Days of the week, Holiday, time frame each day.
- Supply the time frame of receiving results of a routine diagnostic test and stat diagnostic test.

**All proposals must include a cost proposal in a separate sealed envelope clearly labeled with the proposer's name, due date of proposal, proposal name, and RFP #.**

The ECSO will evaluate the proposed cost to determine the relative score for each offer. Proposals must include sufficient, detailed information to support the offered costs.

## **8. EVALUATION PROCESS:**

### Basis of Evaluation

- The evaluation committee will review and evaluate the offers and reserves the right to grant an award based on a subjective assessment of the needs of Erie County and the ability of the vendor best suited to provide such services deemed to be in the best interests of Erie County.

## **9. SUBMISSION OF PROPOSALS:**

- A. There is no restriction on the length of a proposal; however, respondents are encouraged to be as concise as possible.
- B. Proposers **MUST** sign the Proposal Certification attached hereto as Exhibit "A" Unsigned proposals will be rejected.
- C. One (1) original, three (3) print copies, and one (1) PDF copy of the proposal are required. Proposals **MUST** be signed. Unsigned proposals will be rejected.
- D. Cost and budget proposals should be submitted in a separate sealed envelope.
- E. Proposals must be received at the below address no later than 3:00 PM, **March 16, 2026**.

**Sara Coffey, Director  
Erie County Sheriff's Office  
Correctional Health Division  
134 West Eagle St, 4<sup>th</sup> Floor  
Buffalo, New York, 14202**

F. The County does not assume the responsibility or liability for costs incurred by firms responding to this RFP or to any subsequent requests for interviews, additional information, submissions, etc. prior to issuance of a contract.

G. Any requests for RFP interpretations should be made electronically to [sara.coffey@erie.gov](mailto:sara.coffey@erie.gov) by February 9, 2026. Please make reference to the section, page and item in question in the communication. No requests for oral interpretations via telephone will be accepted. A single response to all questions will be made as outlined in the schedule. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION. A written response to the questions will be provided by no later than February 16, 2026, via blind-copy email to all parties.

H. All vendors should understand that Erie County is committed to an open, fair and transparent selection process. All RFP submissions will be reviewed, objectively scored and ranked. Short listed firms may be interviewed prior to recommendation for selection.

I. The highest-ranking firm after scoring and possible interviews will be recommended to the Erie County Legislature for authorization to enter into a contract. Scores and ranking of all vendors will be provided to the Legislature and the results will become public record at that time.

J. Proposing vendors should understand that to provide for this open and transparent process, more time will be required. The timeframe from advertisement to contract execution may be up to five months. Consultants should consider this when scheduling staff time and anticipating project commencement.

## **10. STATEMENT OF RIGHTS**

### **UNDERSTANDINGS**

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

- That any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitutes merely a suggestion to negotiate with the County of Erie and is not a bid under Section 103 of the New York State General Municipal Law.

- Submission of a proposal, attachments, and additional information shall not entitle the proposer to enter into an agreement with the County of Erie for the required services.
- By submitting a proposal, the proposer agrees and understands that the County of Erie is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same.
- That any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County of Erie, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Erie County Legislature, the Erie County Fiscal Stability Authority, and the Office of the Erie County Attorney.
- In addition to the foregoing, by submitting a proposal, the proposer also understands and agrees that the County of Erie reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:
  - To reject any or all proposals.
  - To issue amendments to this RFP.
  - To issue additional solicitations for proposals.
  - To waive any irregularities in proposals received after notification to proposers affected.
  - To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals.
  - To conduct investigations with respect to the qualifications of each proposer.
  - To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract.
  - To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers.
  - To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor.
  - To interview the proposer(s).
  - To request or obtain additional information the County deems necessary to determine the ability of the proposer.
  - To modify dates.

- All proposals prepared in response to this RFP are at the sole expense of the proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal.
- While this is an RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process.
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the deadline stated. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline.

## **11. EVALUATION**

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

- Proposer's demonstrated capability to provide the services.
- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.
- Proposer's experience to perform the proposed services.
- Proposer's financial ability to provide the services.
- Evaluation of the proposer's fee submission. It should be noted that while price is not the only consideration, it is an important one.
- A determination that the proposer has submitted a complete and responsive proposal as required by this RFP.
- An evaluation of the proposer's projected approach and plans to meet the requirements of this RFP.
- The proposer's presentation at and the overall results of any interview conducted with the proposer.
- Proposers MUST sign the Proposal Certification attached hereto as Exhibit "A" Unsigned proposals will be rejected.
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.

- No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

## **12. CONTRACT**

After selection of the successful proposer, a formal written contract will be prepared by the County of Erie and will not be binding until signed by both parties and, if necessary, approved by the Erie County Legislature, the Erie County Fiscal Stability Authority and the Office of the County Attorney. NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE ERIE COUNTY LEGISLATURE AND/OR THE ERIE COUNTY FISCAL STABILITY AUTHORITY FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE AND/OR AUTHORITY MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.

The term of the contract shall be for a three (3) year period commencing \_\_\_\_\_, 20\_\_\_\_ and terminating \_\_\_\_\_, 20\_\_\_\_ The County, in its sole discretion may extend the agreement beyond its initial term for up to two (2) additional year periods at the same prices and conditions.

### **INDEMNIFICATION AND INSURANCE**

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

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

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

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

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

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

### **INTELLECTUAL PROPERTY RIGHTS**

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

All deliverables created under this Agreement by the Consultant are to be considered “works made for hire.” If any of the deliverables do not qualify as “works made for hire,” the Vendor hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Vendor agrees to assist the County, if required, in perfecting these rights. The Vendor shall provide the County with at least one copy of each deliverable.

The Vendor agrees to indemnify and hold harmless the County for all damages, liabilities, losses, and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Vendor agrees to enable the County’s continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable will be returned.

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

### **NON-COLLUSION**

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

### **CONFLICT OF INTEREST**

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

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

### **COMPLIANCE WITH LAWS**

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

### **CONTENTS OF PROPOSAL**

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

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

#### **“NOTICE”**

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

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

and

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

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

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

**EFFECTIVE PERIOD OF PROPOSALS**

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

**EXHIBIT "A"**

**PROPOSER CERTIFICATION**

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

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

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

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*Proposer Name*

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

## EXHIBIT "B"

### STANDARD INSURANCE PROVISIONS

#### 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).

<p>PRODUCER</p>	<p>CONTACT NAME PHONE (Area No. &amp; Ext.) <span style="float: right;">FAX A/C No.:</span> EMAIL ADDRESS PRODUCER CUSTOMER ID #:</p>
INSURED	<p>INSURER(S) AFFORDING COVERAGE <span style="float: right;">NAIC #</span></p> <p>INSURER A: _____</p> <p>INSURER B: _____</p> <p>INSURER C: _____</p> <p>INSURER D: _____</p> <p>INSURER E: _____</p> <p>INSURER F: _____</p>

**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
<b>GENERAL LIABILITY</b>						
<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- <input type="checkbox"/> JECT <input type="checkbox"/> LOC						
<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						
<input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$  <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? <input type="checkbox"/> <span style="float: right;">Y/N</span> (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below						
						<input type="checkbox"/> WC STATUS <input type="checkbox"/> OTH ER- E.L. EACH ACCIDENT <input type="checkbox"/> E.L. DISEASE - EA EMPLOYEE <input type="checkbox"/> E.L. DISEASE - POLICY LIMIT <input type="checkbox"/>

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

**CERTIFICATE HOLDER**

**CANCELLATION**

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

X. FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate \_\_\_\_\_

Purchase Order or Contact Number \_\_\_\_\_

Vendor Insurance Classification \_\_\_\_\_

## EXHIBIT "B" (cont.)

### 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	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
& Employer's Liability							
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County, To Be Named Add'l Insd.	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

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

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

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

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

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

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

XI. Workers Compensation: State Workers' Compensation / Disability Benefits Law

Use Applicable Certificates Below:

#### Workers Compensation Forms

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

#### DBL (Disability Benefits Law) Forms

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

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