



ERIE COUNTY, NY

**REQUEST FOR PROPOSALS (“RFP”)
TO DEVELOP AND IMPLEMENT A COUNTY-SPONSORED
PRESCRIPTION DRUG DISCOUNT PROGRAM**

RFP #09110VF

INTRODUCTION

The growing cost of medical and health care is one of our nation's most pressing social, medical and economic challenges. Millions of Americans struggle to afford the medications they need, frequently forgoing them due to price. While the focus is often on senior citizens, the high cost of prescription drugs is a daunting challenge for Americans of all ages, particularly those who are uninsured. The increasing cost of brand-name and generic prescription drugs impacts individuals and families that do not have access to health insurance or are required to pay large co-payments through their health insurance plans.

In 2000, census data estimated that among the approximately 950,000 residents of Erie County, approximately 96,300 were uninsured. Of that figure, 12,600 were children. In 2008 the City of Buffalo, NY was listed as the third poorest city in the country with 28.7% of the population living below poverty level. More than 25% of all residents in the city are considered to be poor with a median income of \$29,706 - the seventh poorest among large cities with a population more than 250,000. On January 24, 2009 The Buffalo News reported that the Buffalo Niagara Region suffered a 1.4% increase in unemployment from December 2007 through December of 2008.

Recent news reports indicate that New York State is planning to offer prescription drug discount cards to low income residents. Governor Paterson said he hopes that the program will reduce the cost of brand drugs by at least 25% and lower the cost of generic medications by an average of 30% – 40%.

In response to the rising cost of health care and prescription medications, the Erie County Executive, in collaboration with the Erie County Legislature, Erie County Departments of Social Services, Health and Senior Services and the Erie County Comptroller are committed to developing and implementing a comprehensive **Prescription Drug Discount Program** for Erie County residents. Qualified vendors interested in sponsoring a prescription drug discount program throughout Erie County are invited to submit proposals that meet the following program specifications.

I. ANTICIPATED SCHEDULE OF PROPOSAL REVIEW, VENDOR SELECTION AND IMPLEMENTATION

RFP Release Date: April 16, 2009
RFP Number: # 09110VF
Deadline for Submission of Proposals: May 8, 2009 at 4:00pm (EDST)
Submit Formal RFP Response to:

Erie County Department of Social Services
95 Franklin Street – Room 866
Buffalo, New York 14202

Attention: Carol Sobolewski – Program Support Unit

Inquiry Contact: Carol Sobolewski
(716) 858-6002
sobolewc@erie.gov

II. PREPARATION OF PROPOSAL

Each proposal shall be prepared simply and concisely avoiding the use of elaborate promotional materials but sufficiently enough to create a complete, accurate and reliable presentation. For ease of review, proposals must follow the outline contained herein. Each response should be clearly numbered (distinguishable) preceded by the listed question/comment.

A cover letter undersigned by an authorized official should also be included.

III. PROGRAM REQUIREMENTS

A. GENERAL SERVICE REQUIREMENTS

The general program and service requirements to be provided by the selected vendor (also referred to as “contractor”) shall include, but are not be limited to, the following:

1. Contractor will develop and maintain an adequate pharmacy provider network to consistently deliver prescription drug services to individuals and families that are enrolled in the discount drug program.

2. Contractor's pharmacy network will dispense prescription drugs in quantities, as prescribed and ordered, of up to a ninety (90) day supply, through a mail order service or at a retail pharmacy location.
3. Successful contractor must secure maximized pharmaceutical manufacturer's rebates and discounts on brand name and generic drugs, including mail order service, and pass a predetermined, set percentage of the financial savings to subscribers utilizing a formal and established pharmacy network that achieves the greatest possible set of discounts.
4. On a predetermined regular basis, contractor must provide information on the:
 - (a) Average number of discounts on brand name and generic pharmaceuticals;
 - (b) Maximum allowable costs for all prescription drugs that are commonly used by citizens of Erie County;
 - (c) Total amount of savings provided by these discounts.
5. Contractor will exclusively provide comprehensive customer service to Erie County residents that are subscribers including enrollment assistance, toll-free telephone help line, dispute resolution process and education about the Prescription Drug Discount program.
6. Contractor shall not charge any start-up, administrative or other fees to Erie County.
7. Contractor shall not charge any enrollment, subscriber or other fees to subscribers.
8. On a regularly timed basis, contractor shall provide management reports of program costs, utilization, savings and customer service.

Key elements of the RFP's requirements/scope: (1) countywide catchment area; (2) determine the County's eligible residents (i.e., all or specific portions); (3) County sanctioned marketing, enrollment, operations, customer service (address questions and measure responsiveness to complaints) and reportable outcome measures. **There shall be no additional costs to the County or the subscriber other than the price paid by the subscriber for the discounted medications.**

B. DISCOUNTS AND REBATES

All discounts, rebates and other pass-through reimbursements that are secured for brand, generic, mail order and extended retail supply medications must be recorded, tracked, audited and reported to the Erie County Department of Social Services by category to determine whether measurable savings have reached projected levels.

C. COVERED PRESCRIPTION DRUGS

1. The contractor shall establish an exhaustive formulary of fully and partially covered medications: all covered brand and/or generic names and their respective retail price, applicable percentage of program discount and final discount price shall be presented to the County's designated officials.

2. The contractor shall establish a reporting process mechanism which confirms guaranteed lowest available discount price,, maximum allowable cost, or the pharmacy's customary cash price.
3. The contractor shall have established procedures for enforcing and monitoring prescription pricing for the program.

D. ELIGIBILITY AND ENROLLMENT FEE

1. Contractor shall enroll all eligible persons who are residents of Erie County and choose to participate. Vendors shall detail participation eligibility requirements in their application (i.e. insurance requirements and income level, if any, relative to number of dependents)
2. Contractor shall develop and produce distribution literature describing the program and related services including a set of enrollment procedures. The enrollment procedures and marketing literature shall be subject to advance approval by the County.
3. Subscribers shall not be charged any enrollment fee(s).

E. PHARMACY NETWORK

1. The Contractor shall develop and maintain a sufficient pharmacy provider network that ensures access to program services for all enrollees within Erie County.
2. The Contractor shall provide Erie County with thirty (30) days prior written notice before making any additions, deletions and/or revisions to the pharmacy network.

F. MAIL ORDER/EXTENDED SUPPLY PHARMACY

1. Mail order pharmacy services must be offered in addition to the retail pharmacy network.
2. Extended medication supplies of up to ninety (90) days must be offered through the retail pharmacy network.

G. CUSTOMER SERVICE

1. The Contractor shall establish, adequately staff, maintain and publicize a toll-free customer service call center that is accessible during normal business hours.
2. The Contractor shall establish, adequately staff, maintain and publicize a toll-free customer service call center that is accessible during non-business hours.
3. The Contractor shall establish, maintain and publicize customer complaint and resolution procedures to promptly track and address subscribers' complaints about any aspect of the prescription drug discount program.

H. INFORMATION AND OUTREACH

1. The Contractor shall develop, implement and publicize an Information and Outreach Program to include communication material and other materials describing the benefits of the program.
2. The Contractor shall submit any and all promotional, enrollment and educational materials in any media (i.e. print, digital, electronic, video, audio) and receive advance written approval from Erie County prior to distribution, dissemination, publication, broadcast and Internet posting of said material.

I. PROGRAM REPORTING AND MONITORING

1. The Contractor shall establish an internal performance monitoring program for verification of discounts, enrollment operations, customer service, pharmacy network, mail order or extended supply operations.
2. The Contractor shall agree to disclose any and all rebate revenue sources related to prescription medications that are provided through this program.

J. PROGRAM CARDS

1. The Contractor shall design and produce, at its own expense, subscriber/program cards which shall be subject to prior written approval by Erie County before distribution.
2. The contractor shall distribute subscriber/program cards to all eligible participants using a uniform methodology. Said methodology/distribution plan shall be subject to prior written approval by Erie County prior to implementation/distribution.
3. The contractor shall be accountable for establishing written procedures for recording and tracking any and all subscriber/program cards including, but not limited to: distribution, replacement and recovery. Said written procedures shall be subject to prior written approval by Erie County prior to implementation.

K. PROGRAM MANAGER

The contractor shall designate and maintain a dedicated Program Manager throughout the term of this contracted engagement. The Program Manager shall be responsible for the daily ongoing operations of the program and will serve as the primary contact and liaison between Erie County and the contractor.

L. IMPLEMENTATION PLAN

1. The contractor shall prepare a comprehensive program design and implementation plan describing all set-up details; marketing and enrollment procedures; data collection processes; and operations and reporting details. The implementation plan shall be sufficiently detailed to ensure that all operational steps are performed in a logically sequenced and timely manner along with efficient use of resources.
2. A preliminary design and implementation plan and schedule shall be submitted to the County along with the formal proposal. The awarded contractor shall submit, for the County's approval, a final work plan within thirty (30) business days of contract execution.

M. CONFIDENTIALITY OF SUBSCRIBER INFORMATION

The contractor shall establish and maintain procedures and controls that are acceptable to Erie County to protect the privacy of subscribers' information. The contractor shall not sell or disclose any information concerning any subscriber who is enrolled in the discount drug program, other than aggregate information that does not identify a subscriber, without the subscriber's written consent. Unless the contractor has the subscriber's prior written consent, the contractor shall not use any personally identifiable information obtained through the program to promote or sell a program, service or product not related to the administration of the program.

N. HEALTH INSURANCE PORTABILITY and ACCOUNTABILITY ACT

The contractor shall comply with all requirements of the Health Insurance Portability and Accountability Act (HIPAA) along with any and all federal, state and local regulations that are applicable to the contractor's operations.

IV. INVITATION

Erie County invites interested/qualified vendors to submit proposals to:

**Erie County Department of Social Services
Program Support Unit
Rath Building, Room 866
95 Franklin Street
Buffalo, New York 14202**

V. VENDOR PROPOSAL

The following information shall be included in the proposal:

A. PRESCRIPTION DRUGS AND DISCOUNTS OFFERED – CONTRACTOR SHALL:

1. Maintain, update and provide complete formulary information containing fully and partially covered medications that will be offered through the Prescription Drug Discount Program including brand name and related generic name(s) (if applicable); retail price; discount percent/amount; and program subscribers' discounted purchase price.
2. Estimate the number and financial amount of discounts for brand name, generic, mail order and extended retail supply drugs that will pass through to subscribers.
3. Describe the mechanism used to guarantee that Erie County residents receive all prescription drugs included in the program, including the discounted price available.
4. Explain procedure for enforcing and monitoring the program's prescription pricing.
5. Describe the rebates and/or discounts and all other sources of revenue secured with drug manufacturers, distributors, and/or labels. Indicate the amount of manufacturer rebate and/or discount passed through to subscribers.

B. SCOPE OF WORK/IMPLEMENTATION PLAN - CONTRACTOR SHALL DESCRIBE:

1. How the discounts and the pass-through to subscribers will be documented, tracked, audited and reported to Erie County.
2. The process and time duration required for enrolling Erie County residents into the program including the means to perform the enrollment function, maintain enrollment statistics and re-enrollment procedures.
3. How the pharmacy provider network will be developed and maintained sufficient to ensure access to program services by all citizens of Erie County.
4. The customer service/call center's operations, including subscriber responsiveness and complaint resolution system, to timely answer and resolve questions, comments and complaints.
5. Marketing content information and outreach efforts including how materials will be developed and distributed.
6. The pharmacy services provided. Describe any pharmacy services in addition to the Prescription Drug Discount Program that would be available to subscribers.

7. Steps to be used to protect subscribers' individually identifiable information.
8. How subscribers who choose a mail order service will have access to qualified pharmacists. Also what steps will be taken to make the program operational. Provide a detailed description of the proposed process and technology to be used.
9. Proposed time frame for implementation.
10. Method for reporting data.

C. RFP PROPOSAL SUBMISSION INSTRUCTIONS

1. Prospective vendors who submit proposals shall do so at their own expense.
2. The County reserves the right to reject any and all proposals submitted in response to its RFP.
3. Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of, and assistance to, Erie County. The County reserves the right to obtain like services from another source.
4. Erie County shall not guarantee the Contractor any minimum or maximum quantity of services or goods to be provided.
5. Respondents shall submit one (1) original proposal and five (5) copies for a total of six (6) proposal sets with a separate cover letter indicating the name of the respondent. **No facsimile proposals will be accepted.**
6. Each prospective contractor's proposal and cover letter must be submitted to the Erie County Department of Social Services Program Support Unit at 95 Franklin Street, Room 866, Buffalo, New York 14202 in a sealed envelope; clearly marked on the outside – **"Proposal in Response to Prescription Drug Discount Program."** All proposals must be received by May 8, 2009 at 4:00pm Eastern Daylight Savings Time (EDST). All proposals received by the County after May 8, 2009 at 4:00pm EDST shall be rejected.
7. All respondents must be able to satisfy Erie County's insurance requirements as provided herein.

D. SELECTION PROCEDURE

Bidders' proposals must meet all criteria described in this request for proposals. Any proposal that does not meet all criteria will be disqualified. Proposals will be evaluated based on the distinctive plan for performing the requirements of this RFP. Proposals that meet all criteria will be evaluated by the RFP Review and Selection Committee based on the following factors:

- 1) Quality of the proposal (weighted at 10%)
- 2) Extensiveness of formulary brand and generic name medications (weighted at 27.5 %)

- 3) Discount price program to subscribers (weighted at 35 %)
- 4) Perceived quality, effectiveness and efficaciousness of strategic marketing plan to reach prospective subscribers (weighted at 27.5 %)

For clarification purposes, the Review and Selection Committee may request additional information and/or an interview. It may permit correction of errors or omissions under certain circumstances. Recommendation will be granted to the proposal(s) that receives the highest rating on the aforementioned criteria.

EVALUATION AND AWARD CRITERIA

Selection will be made from a list of respondents that are considered to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors listed below:

- Understanding of the needs and operation requirements of the County and prospective subscribers
- The experience, resources, and qualifications of the firm and individuals assigned to this account.
- Relevant experience managing similar account relationships with public agency clients.
- Scope of services offered including level of responsiveness and degree of automation.
- Fees and/or charges to be levied on the County or its customers/payers.
- Financial strength of proposing firm.
- Adequacy of financial controls and protection against loss.
- Quality and scope of design and implementation plan.
- The value of any new product or service suggestions or other new ideas and enhancements.
- Compliance with the requirements of this RFP, HIPAA regulations and the quality of the proposals.

E. FINAL SELECTION

The Review and Selection Committee shall determine the set of proposals which are to be considered for further detailed consideration ultimately leading to final selection. **A subsequent contract will be subject to approval by the County Administration, the County Legislature and, if necessary, the Erie County Fiscal Stability Authority.**

VI. POINTS OF MUTUAL UNDERSTANDING

A. EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect (i.e. what duration of time does the County have to accept or reject the proposal under the proposed terms). Such period shall not be less than ninety (90) days from the proposal date.

B. RIGHT OF REJECTION BY THE COUNTY

Notwithstanding any other provisions of this RFP, the County reserves the right to award this contract to the prospective vendor that best satisfies the RFP's requirements, not necessarily to the bidder that offers the greatest discounted price structure (i.e., the lowest priced responsible bidder). Furthermore, the County reserves the right to reject any proposal prior to execution of the contract for any reason without penalty to the County.

C. AWARDING OF CONTRACT

The County shall select a vendor/contractor by means of a Notice of Award issued by the RFP Review and Selection Committee. This committee shall consist of representatives of the Erie County Department of Social Services, the Office of Comptroller and a representative of the County Administration. Neither the selection of a vendor/contractor nor the issuance of a Notice of Award shall constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter into a services contract with the vendor/contractor, as any binding arrangement must be set forth in definitive documentation signed by both parties and subject to all requisite approvals.

D. CONTRACT NEGOTIATIONS

After issuance of the Notice of Award, the County intends to enter into contract negotiations with the winning Contractor who shall be required to enter into a written contract or contracts with the County for the Prescription Drug Discount Card Program in a form approved by the County's legal counsel. This RFP and the vendor's proposal, or any part thereof, may be incorporated into and made a part of the final contract(s). The County reserves the right to negotiate the terms and conditions of the contract(s) with the selected Contractor. These negotiations may include all aspects of services and fees.

E. CONTRACT TERM

It is the County's intention to award contract(s) for an initial term of three (3) to five (5) years subject to one (1) year renewable language. The decision to renew the contract(s) will be at the sole discretion of the County.

F. LEGISLATIVE APPROVAL

After selection of the successful Contractor, a formal written contract will be prepared by the Erie County Department of Social Services but said contract shall not be binding until signed and executed by both parties. The contract will be subject to Erie County Administration and Legislative approval.

NOTE: NO RIGHTS SHALL ACCRUE TO ANY VENDOR/CONTRACTOR 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.

G. STATEMENT OF RIGHTS

Please take notice, by submission of a proposal in response to this RFP, the vendor/contractor acknowledges and agrees:

- That any proposal, attachment, additional information, etc. submitted pursuant to this Request for Proposals (RFP) constitute merely a request to negotiate with the County of Erie and is not a bid pursuant to Section 103 of the New York State General Municipal Law;
- Submission of a proposal, attachment 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 vendor/contractor agrees and understands that the County of Erie is in no way obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same.
- In addition to the foregoing, by submitting a proposal, the vendor/contractor also acknowledges and agrees that the County of Erie, while reserving any and all rights, may at its sole discretion exercise the following options with respect to said RFP:
 - 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 affected vendors/contractors;
 - To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the vendors/contractors 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 vendors/contractors;
 - To select the proposal that best satisfies the interests of the County – not necessarily on the basis of price or any other single factor;
 - To interview the prospective vendors/contractors submitting proposals in response to said RFP;
 - To request or obtain additional information the County deems necessary to determine the ability of the vendors/contractors;

- To modify dates and/or deadlines;
- It is further acknowledged and agreed by any and all vendors/contractors submitting proposals prepared in response to this RFP, that they do so at their sole expense and with the express understanding that there will be no claim(s) whatsoever for reimbursement from the County for the expenses of preparation; and that the County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- While it is acknowledged and agreed by the vendors/contractors that this is a RFP and not a bid the County reserves the right to apply case law pursuant to General Municipal Law § 103 regarding bidder responsibility in determining whether a vendors/contractors is a responsible vendor for the purpose of this RFP process;
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline.
- To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline.

H. INDEMNIFICATION AND INSURANCE

The vendor/contractor acknowledges and agrees that any contract entered into as a result of a winning proposal shall contain the following language: “In addition to, and not in limitation of the insurance requirements contained herein, the Contractor agrees:

- (a) that except for the amount, if any, of damage contributed to, caused by, or resulting from, the negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damages, claims, demands, costs, judgments, fees and/or attorneys’ fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Contractor or third parties under the direction or control of the Contractor; 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 vendor/contractor and the County, the vendor/contractor will be required to provide proof of adequate insurance coverage described in **Schedule “B” Standard Insurance Provisions** in correct amount and proper form; and which shall not be deemed acceptable until approved by the Erie County Attorney.”

I. INTELLECTUAL PROPERTY RIGHTS

The vendor/contractor acknowledges and agrees that any contract entered into as a result of a winning proposal shall contain the following language:

“All deliverables created under this Agreement by the Contractor are to be considered ‘works made for hire.’ If any of the deliverables do not qualify as ‘works made for hire,’ the Contractor hereby assigns to the County all right(s),

title and interest (including ownership of copyright) in such deliverables; and that such assignment allows the County to obtain in its name any and all copyrights, registrations and similar protections which may be available. The Contractor agrees to assist the County, if required, in perfecting these rights. The Contractor shall provide the County with at least one copy of each deliverable.

The Contractor further agrees to indemnify and hold harmless the County for any and 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 Contractor 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 Contractor 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 Contractor may retain copies of such records for its own use."

J. NON-COLLUSION

The vendor/contractor acknowledges and agrees that by signing the proposal, s/he/they 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.

K. CONFLICT OF INTEREST

All vendors/contractors shall disclose with their proposals the name of any officer, director or agent who is also an employee of the County of Erie. Furthermore, all vendors/contractors must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in their 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 immediate termination of a contract.

L. 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, the public disclosure of which could cause substantial injury to the vendor/contractors' competitive position or constitute a trade secret. Vendors/contractors 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 CONTRACTOR/VENDER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.”**

Furthermore, the County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction. The contents of the proposal which is accepted by the County, except portions “Protected from Disclosure,” may become part of any agreement resulting from this RFP.

**SCHEDULE “A”
VENDOR/CONTRACTOR 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 acknowledges and agrees 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. Furthermore, the undersigned acknowledges and agrees 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 acknowledged 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 and/or incomplete.

It is further acknowledged and agreed that the County of Erie reserves any and 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.

Contractor/Vendor Name

By:

Name and Title

SCHEDULE "B" STANDARD INSURANCE PROVISIONS

County of Erie Standard Insurance Certificate



LAW-1 INS (Rev. 3/06)

This certificate does not amend, extend or alter the coverage afforded by the standard form policies listed below.

I Insured Name Address Zip Phone No.	III Companies Affording Coverage A B C D
II Issuing Agency Name Address Zip Phone No.	

IV This is to certify that the policies listed below have been issued to the insured named above and are in force at this time.

Indicate Type of Insurance By Checking the Box	Policy Number	Effective Date & Expiration	Limits of Liability in Thousands		
			Check the Box	Occurrence	Aggregate
Company Letter - from III above 1. General Liability <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Premises and Operations <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Contractual <input type="checkbox"/> Personal Injury <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Explosion, Collapse <input type="checkbox"/> Underground Hazard			<input type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage OR <input type="checkbox"/> Combined Single Limit		
2. Automobile Liability <input type="checkbox"/> Comprehensive Form OR <input type="checkbox"/> Schedule Form <input type="checkbox"/> owned <input type="checkbox"/> hired <input type="checkbox"/> non-owned			<input type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage OR <input type="checkbox"/> Combined Single Limit		
3. Excess Liability <input type="checkbox"/> Umbrella Form OR <input type="checkbox"/> other than umbrella <input type="checkbox"/> auto <input type="checkbox"/> general <input type="checkbox"/> both			Bodily Injury & Property Damage Combined \$ _____ Self Insured Retention \$ _____		
4. Worker's Compensation & Employer's Liability Disability Benefits			Statutory Statutory		
5. Other <input type="checkbox"/>					

V. County of Erie is included as an additional insured under the following Policy numbers:

VI. Description of Operations: It is understood that this coverage on behalf of the insured is for all locations in the County of Erie, NY.

VII. Cancellation/Non-Renewal: Should any of the policies noted above be cancelled before expiration thereof or not renewed by the insured, the issuing company will endeavor to mail _____ days advance written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

VIII. Name and Address of Certificate Holder & Recipient of Notice: County of Erie c/o Department of Law 89 Delaware Avenue Suite # 300 Buffalo, NY 14202 716-858-2200	Date Issued _____ Auth. Representative _____ Firm name & address _____ _____ _____
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FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate	_____
Purchase Order or Contact Number	_____
Vendor Insurance Classification	_____