



ERIE COUNTY

REQUEST FOR PROPOSAL (RFP)

TO PROVIDE:

**Office of Mental Health and Buffalo Psychiatric
Center Long Stay Supportive Housing**

RFP #2023-044VF

Date: July 13, 2023
Amended 7/31/2023 Letter of Support

**Mark O'Brien LCSW-R, ACSW, COMMISSIONER
DEPARTMENT OF MENTAL HEALTH
EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET
BUFFALO, NEW YORK 14202**

COUNTY OF ERIE, NEW YORK
REQUEST FOR PROPOSALS (“RFP”)
TO PROVIDE: OMH and BPC Long Stay Supportive Housing RFP# 2023-044VF

I. INTRODUCTION

The County of Erie, New York (the “County”) is currently seeking proposals in response to this Request for Proposals (RFP) from qualified providers with an existing contract with Erie County Department of Mental Health (ECDMH) to provide New York State Office of Mental Health (NYS OMH or “OMH”) Supportive Housing (SH) services, interested in providing Supportive Housing services to adults, who are at least 18 years of age, have a primary diagnosis of Serious Mental Illness (SMI) as per the current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM), and experience substantial impairments in functioning in several areas of role performance due to their clinical condition, for an extended duration on either a continuous or episodic basis. Qualifying adults are dependent on treatment, rehabilitation, and support services to maintain functional capacity.

This proposal is for a total of 103 beds, 65 beds dedicated to Buffalo Psychiatric Center (BPC) referrals and 38 New York State Office of Mental Health (NYS OMH) Supportive Housing Beds. Applicants must submit a single proposal for the total of the combined 103 beds.

Eligible applicants for this Request for Proposals are agencies who currently provide OMH Supportive Housing Services under contract with the Erie County Department of Mental Health. The Erie County Department of Mental Health intends to fund one (1) award under this RFP.

This project can serve 103 individuals at any given time. It is expected that each service, BPC Long Stay and NYS OMH SH beds, maintain at least a 90% capacity at all times. It is anticipated that funding will be awarded in 2024 in the amount of **\$1,285,620** with a slight increase to fully account for the 2023 prorated per bed rate increase which was effective as of April 1, 2023.

A reasonable startup amount will be made available in 2023 inclusive of staffing ramp up for the October 1, 2023 - December 31, 2023, transition period, as well as up to \$50,000 in one-time funding to assist with employee recruitment and retention of NYS OMH Supportive Housing direct and supervisory staff which can be utilized over the first 24 months of operations. Eligibility, if any, for NYS OMH Support Enhancement Dollars for SH will be determined post award and as determined by NYS OMH. Currently funded agency, awardee and the ECDMH will meet bi-weekly for transition planning and must follow the Erie County Department of Mental Health’s transition process, documentation required as part the transitioning the case to the awarded provider and timeline. See **Attachment A - Attachment D** for the forms utilized to facilitate the transition process.

Referrals for these services will be processed through the ECDMH Adult-Single Point of Access (A-SPOA). As with other OMH SH programs, monthly reporting must be completed within the OMH Child and Adult Integrated Reporting System (CAIRS). Additional quarterly reporting is required by the ECDMH and will be submitted using ClearPoint.

Target Population

The target population for the BPC Long Stay beds (65) includes individuals that are trying to successfully transition from BPC/hospital inpatient stays or a BPC residence. It will be expected that the service provider proactively collaborates with BPC to identify appropriate referrals, and proactively plan for successful transitions. **The proposal must include a letter of support from BPC administration for this service and indicate a commitment to collaborate on case identification and proactive transition planning.**

Recipient eligibility for the 65 BPC Long Stay services may include, but is not limited to, the following examples: direct referral from BPC; direct referral from BPC residential program such as Residential Care Center for Adults (RCCA); and utilization of a “daisy chain” in which a referral is submitted for a person to a Community Residence (CR) and then someone is moved from that CR into one of the SH beds.

Utilization of a “daisy chain” in which a referral is submitted for a person to a Community Residence (CR) and then someone is moved from that CR into one of the SH beds is applicable for a referral to a BPC Long Stay bed. Additional community supports, paid and non-paid, may need to be coordinated and wrapped around the individual to increase successful transition into the community. Agencies are strongly encouraged to utilize peer supports to assist with this transition. The awardee is expected to work with community resource collaborations such as the Community Reintegration Team (CRT) and Mobile Integration Team (MIT), participate in BPC Round Table meetings, Adult-Single Point of Access (A-SPOA) and Managed Long Term Care options.

The goal of the BPC Long Stay initiative is to achieve greater access to housing and successful sustainable transition into the community ensuring rapid access to this resource, decreasing length of stay in higher levels of care and increasing successful transition to independent housing. Agency proposals will need to demonstrate a detailed plan for achieving these goals. Again, awardees will be expected to work with community resources, provide in-reach to the facilities to develop a strong rapport with individuals needing housing, assess needs of the individual, and participate in bi-weekly planning meetings.

The target population for the 38 OMH Supportive Housing beds service includes individuals who have been diagnosed with a Serious Mental Illness and need assistance with housing who may be discharged from a State or local hospital, a jail or correctional facility, or referred by a community provider, other nonpaid supports, or by self-referral. The 38 OMH SH beds can accept a referral from any referral source. Agencies are encouraged to assist the consumer in submitting referrals for necessary services as well as assisting the individual in connecting to nonpaid community supports. The 38 OMH Supportive Housing beds can accept a referral from any referral source.

Capacity and Funding

This project will have a capacity of 103 consumers. It is expected that each service, BPC Long Stay and OMH SH beds, maintain at least 90% capacity at all times. It is anticipated that funding will be awarded in 2024 in the amount of **\$1,285,620** with a slight increase to fully account for the 2023 prorated per bed rate increase, which was effective as of April 1, 2023. **A reasonable startup amount will be made available in 2023 inclusive of staffing ramp up for the October 1, 2023 - December 31, 2023 transition period, as well as up to \$50,000 in one-time funding to assist with employee recruitment and retention of NYS OMH Supportive Housing direct and supervisory staff which can be utilized over the first 24 months of operations.** Eligibility, if any, for NYS OMH Support Enhancement Dollars for SH will be determined

post award and as determined by the NYS OMH. The currently funded agency, awardee and the ECDMH will meet bi-weekly for transition planning and must follow the Erie County Department of Mental Health's transition process, documentation and timeline. See **Attachment A - Attachment D** for the forms utilized to facilitate the transition process.

PLEASE NOTE: APPLICATIONS THAT ARE NOT 100% COMPLETE AS SPECIFIED WITHIN THIS RFP, EXCEED THE SPECIFIED PAGE LIMITS OR ARE NOT RECEIVED BY THE SPECIFIED DUE DATE AND TIME, WILL NOT BE REVIEWED. ACCORDINGLY, PLEASE READ INSTRUCTIONS CAREFULLY SINCE CRITICAL INFORMATION IN THESE REGARDS MIGHT ONLY BE PRESENTED ONE TIME.

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. Proposals received shall be considered to remain in effect for no less than 12 months and for no more than 24 months from date of receipt. The ECDMH reserves the right to utilize responses to this RFP for future issued Housing RFP.

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.

II. PROPOSAL PROCEDURES

A. ANTICIPATED SCHEDULE

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

ISSUE RFP: **July 13, 2023**

This RFP and related attachments can be found and downloaded at:

<http://www2.erie.gov/purchasing/index.php?q=requests-proposals-amp-construction-bids>

QUESTIONS DUE: **July 19, 2023**

All questions should be emailed to Melissa.Stark@erie.gov **by 3:00 p.m. July 19, 2023**. Please include only: "RFP #2023-044VF" as the subject line in your email. The County takes no responsibility for responding to questions that do not include "RFP #2023-044VF" as the subject line in your email. Only emailed questions received prior to **July 19, 2023 by 3:00 p.m.** will receive a response. No individual responses will be sent in response to emailed questions. **Rather, responses to these questions will be addressed and posted on the ECDMH website at:**

<https://www3.erie.gov/mentalhealth/request-proposals>.

RESPONSES TO QUESTIONS POSTED

ON THE ECDMH WEBSITE: **July 21, 2023**

PROPOSALS DUE: **August 8, 2023 prior to 3 p.m.**

2. **One (1) original and five (5) copies** shall be submitted in a SEALED package:

Submission of the proposals shall be directed to:

Mark O'Brien LCSW-R, ACSW
Commissioner
Erie County Department of Mental Health
Edward A. Rath Building
95 Franklin Street, Room 1237
Buffalo, New York, 14202

All proposals must be delivered and received at the above office on or before August 8th, 2023, prior to 3:00 p.m. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.

3. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE DEPARTMENT OF MENTAL HEALTH'S FORMAL RESPONSES TO QUESTIONS, IF ANY, WHICH WILL BE POSTED ON THEIR WEBSITE AT: <https://www3.erie.gov/mentalhealth/request-proposals>.
4. 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.
5. 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.

Other Documents Required with Submission (in addition to items previously described):

- **Letter of Support (SCHEDULE A)** ~~Indicating a commitment to collaborate on case identification and proactive transition planning is required from BPC for the BPC Long Stay Component of this RFP.~~
- **Disclosure of employees or officers who are currently a County employee or officer or have been within one year prior to the date of response to this RFP (SCHEDULE B)** a form has not been provided.
- **Proposer Certification (SCHEDULE C)**
- **Erie County Equal Pay Certification (SCHEDULE D)** A Copy is found within this RFP, but can be accessed at: https://www3.erie.gov/mentalhealth/sites/www3.erie.gov.mentalhealth/files/2021-09/coe-equal-pay-certification_0.pdf
- **Certified Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) (SCHEDULE E)** Proposers should include summary of MWBE policy. Letter of no more than two (2) pages summarizing the policies related to agency practice utilizing MWBEs. *Such a letter will not be considered against the page limitation in 1.d. above.*
- If the proposer is a **Veteran Owned Business (SCHEDULE F)** Proposer should include letter indicating company is 51% or more Veteran-owned. *Such a letter will not be considered against the page limitation in 1.d. above.*

III. SCOPE OF PROFESSIONAL SERVICES REQUIRED

Funding Availability and Requirements

Total funding for this RFP is estimated to include over 1.2 million dollars in NYS OMH annual funding, plus one-time reasonable startup inclusive of staffing ramp up for the October 1-December 31, 2023 transition period, as well as up to \$50,000 in one-time funding to assist with employee recruitment and retention of NYS OMH supported housing direct and supervisory staff. The \$50,000 one-time funding must first be utilized to assist with employee recruitment and retention of direct service and supervisory staff associated with this RFP over the first 24 months of operation. If there are remaining one-time dollars available after the initiation of the BPC Long Stay (65 beds) and OMH SH (38 beds) , those funds, with the approval of ECDMH, can be used for other NYS OMH ECDMH Contracted SH staff which can also be utilized over the first 24 months of operations. ECDMH expects that the selected agency will have a non-decline policy for referrals that are sent via A-SPOA. Responses must specify specific criteria for declining referrals against this goal.

Services Provided Through this RFP

“Supportive Housing”(SH) means scattered site apartments for which OMH funding provides rental assistance and a minimum level of housing-related support services for individuals with Serious Mental Illness (SMI). These services include assisting the resident in managing tenant/landlord relations and with transitioning to the new housing unit. In situations where a resident needs ongoing additional support to manage his or her symptoms, or assistance with living skills such as shopping or maintaining his or her living environment, the supportive housing provider may assist in linking the resident with the entities that directly provide these additional services in coordination with the resident’s care manager (Health Home).

Tenants should hold their own leases. Renting studio, one-bedroom and two-bedroom apartments scattered throughout the community is the norm. In instances where roommates are involved, the agency must facilitate cooperative arrangements on bill payments, division of household responsibilities and other matters.

Supportive Housing is integrated housing that consists of scattered site apartments located in multiple buildings throughout the community. The goal is to provide individuals with a setting in which they live in their own apartments and are able to interact with non-disabled persons to the fullest extent possible. There is an expectation to locate housing prior to discharge from inpatient hospitalization as part of the discharge planning process.

Supportive Housing funding provides rent stipends, housing related support services, and contingency funds as specified in the Supportive Housing Guidelines when available. There are no OMH licensing requirements. Contractors must comply with the OMH Supportive Housing Guidelines. A copy of the OMH Supportive Housing Guidelines is posted on OMH’s website at: <https://omh.ny.gov/omhweb/adults/supportedhousing/supportedhousingguidelines.html> and should be reviewed prior to responding to this RFP.

Program Design

There are many components to take into consideration when applying to this RFP. The below items will need to be addressed in your response.

- **Staffing Recruitment and Retention**

Workforce issues can negatively impact the success of a program and the population served. The behavioral health field has experienced many staffing shortages over the past few years that was heavily impacted by the COVID epidemic.

- **Transition of individuals to new provider** The ECDMH has a detailed transition process in place. It is expected that agencies follow the protocol set forth as a means to successful transition. Transition documents are established and are included as Attachments A - D of this proposal. **Please note: Attachments A - D include the following documents:** A - Erie County Department of Mental Health Transfer of Care Checklist; B - Erie County Department of Mental Health Interagency Referral; C - Erie County Department of Mental Health Program Demographic Form; D - Erie County Department of Mental Health Transition Milestone Tracker. *The ECDMH will provide reasonable startup funds inclusive of staffing ramp up for the October 1, 2023 - December 31, 2023 transition period. This will fund the agency case management duties for the transition of cases to the agency from another provider prior to the operational start of the grant on January 1, 2024.*

- **Community Supports and Services**

Erie County has been fortunate to add many additional supports and resources into this community. Community supports are an essential component of assisting a consumer. Awardee is expected to work with community resources and collaborations such as Community Reintegration Team (CRT), Mobile Integration Team (MIT), and Recovery Options Refreshing Waters Respite, and participate in BPC Round table meetings, Single Point of Access (SPOA) and Managed long term care options.

- **Daisy chain/backfill process**

Utilization of a “daisy chain” in which a referral is submitted for a person to a Community Residence (CR) and then someone is moved from that CR into one of the SH beds is applicable for a referral to a BPC Long Stay bed. In an effort to provide the appropriate level of care to individuals in the community, continual assessment to those enrolled in OMH licensed housing such as Single Room Occupancy (SRO) or Treatment Supervised Apartment (TSA) is necessary. Those discharged from BPC services may need the additional support and services of a Licensed Housing Provider.

- **Reduction of moves and evictions**

Moves and evictions can be taxing on providers and disruptive for individuals served. Increased moves can negatively impact allocated money for OMH SH programs. Development of landlord relationships is an essential component of a OMH SH provider.

Service Provision

It is expected that the applicant provides services that are congruent with the 2022 NYS OMH Supportive Housing Guidelines. In line with this guidance, monthly face to face contacts are required.

Documentation should reflect all attempts to engage the consumer to meet this requirement. It is expected that the awardee of this RFP will collaborate with other providers associated with the consumers to ensure

the best possible outcomes. The standard to house a consumer is 45 days from the date referral is received by the agency.

Accountability and Evaluation

It is the expectation that all applicants will have the ability to conduct both extensive and thorough data collection to closely monitor all desired outcomes. The applicant should include clear and concise detail that describes the program's ability to utilize data informed practice to continually assess and where necessary, intervene to achieve critical metrics. **A greater weight will be placed on applications that clearly articulate and demonstrate a successful history of doing so.**

Quarterly ClearPoint reporting against the agreed upon Performance Measures and other data will be required. Additional data to be maintained by agency but not routinely reported may also be specified. Successful applicants should expect site visits by the ECDMH to review such efforts.

Data Records and Reporting

For the purposes of this RFP review, the following data will be collected internally at the ECDMH and will be utilized as part of the scoring process:

- ClearPoint reports submitted in 2021, 2022 and through the 2023 Q1 report;
- Review of the most recent OMH Supportive Housing site visit conducted by ECDMH between 2021-2023; and
- A-SPOA Salesforce database will be used to performance related to capacity and utilization for the applicants of this RFP for 2021, 2022 and through Q1 of 2023.

HOW TO APPLY

Applicants may download the application materials by going to the Department's website at: <https://www3.erie.gov/mentalhealth/request-proposals>. Applicants must complete the documents requested and those provided by the Erie County Department of Mental Health. *Please note that the ECDMH will not review material beyond the specified page limits.*

To the extent feasible, please order your narrative content and the other proposal materials consistent with that indicated in **Section II B.: Applicant Requirements**. If the ordering contradicts submission ordering directions in other sections of this RFP, there will be no penalty for any resultant document ordering discrepancies in your submission.

For the Narrative section, please use the following heading bars in the document, as listed in the application below:

See Proposal Narrative Guidance below for details about what should be included in each section.

- Funding Availability and Requirements (30 Points)
- Workforce: Staffing Recruitment and Retention (20 Points)
- Program Design (40 Points)
- Service Provision (40 Points)
- Data Records and Reporting (60 Points)
- Accountability and Evaluation (50 Points)
- Budget (10 Points)

Exhibits, Appendices, Attachments, and other documents that are not specified as required are not allowed and will be discarded without acknowledgement. Please do not include copies of research, annual reports, or other unrequested supporting material.

Proposal Narrative Guidance

The Proposal Narrative is limited to twelve (12) pages. Any pages beyond the 12-pages allowed, will not be reviewed or considered. In addition to the guidance below, you should refer to the **Scoring Matrix (Appendix G)** in order to maximize your score. **Please use the following heading titles in your proposal and respond to each of the section requirements under the appropriate headings.**

- **Funding Availability and Requirements**
 - Maximizing Funding
 - Describe how your agency has been able to maximize funding within your contracted OMH SH programs. Provide examples as to how your agency has had the ability to creatively serve individuals within the limited funding to ensure necessary services are delivered.
 - In the event that your agency has operated at a deficit, explain what policies and practices were implemented to reduce this deficit.

- **Workforce**
 - Staffing Recruitment and Retention
 - Describe how your agency will be able to quickly onboard staff specified by the transition date and certainly by the anticipated November 1, 2023 commencement of operations to ensure smooth transition for existing recipients?
 - Describe how you will utilize the up to \$50,000 to assist with recruitment and retention over the first 24 months of operations.
 - What has your agency implemented to recruit and retain staff in your Supported Housing (SH) program?
 - Describe the rate of staff turnover, over the past two (2) years, in your SH programs.
 - How has your agency managed the continuation of quality services through any staffing shortages within your current OMH SH programs?
 - What is the in-agency strategic plan to positively impact staff retention and staffing vacancies?

- **Program Design**
 - Transition of Services to a New Provider
 - Describe the transition process if you are a HUD provider and were part of the Consolidation Grants in which your agency was awarded HUD beds from a previous grantee. If this does not apply to your agency, depict an internal example related to transition within your organization.
 - Community Supports and Services
 - Provide 2-3 examples of current collaborations used to increase the success of individuals affiliated with your OMH SH services. If there are no specific collaborations, identify an agency plan to improve collaborations with community supports and services.
 - Daisy Chain/Backfill Process
 - Present examples of instances when your agency was part of a daisy chain/backfill process. Identify and describe the process utilized to successfully transition people receiving services to a less restrictive level of care.
 - Reduction of Moves and Evictions
 - Provide data for the last two (2) years on the number of moves and evictions that have occurred in current OMH SH programs per client in a 12-month period.
 - Specify the actions taken, and results of those actions, in an effort to decrease moves and evictions.
 - Identify creative means to work with tenant and landlord in an effort to minimize moves and evictions.
 - What practices are utilized to foster new landlord relationships in the event some landlords decide to cease working with the target population?
 - Service Provision
 - Describe the current practice of service delivery in providing OMH Supported Housing services to the targeted population.
 - What creative methods has your agency implemented to develop relationships with consumers who might be difficult to engage?

- Describe your quality assurance process for review of consumer files.
 - If the standard practice has not been followed, describe how corrective action will be executed?
- **Data Records and Reporting**
 - *ClearPoint reports* (submitted in 2021, 2022 and through the 2023 Q1 report)
 - What has your agency implemented to have success in achieving the positive outcome as identified in the ClearPoint reports?
 - Describe how the agency is reviewing and utilizing Positive Outcome by Race and Ethnicity.
 - *OMH Supportive Housing Site Visit* (conducted by ECDMH between 2021-2023)
 - What practices have changed due to the scoring on the site reviews conducted? Provide response for every year in which a review was conducted for the above- referenced years.
 - In the event a review did not happen during this time frame, due to good performance and the tiered methodology for OMH SH Review, what practices are in place to ensure quality services are being delivered and OMH SH 2022 Guidelines are being followed?
 - *A-SPOA Salesforce Database* (capacity and utilization for 2021, 2022 and through Q1 of 2023)
 - ECDMH will be utilizing a report from Salesforce to generate days to housed for 2021, 2022, through Q1 of 2023. The ECDMH standard for date a referral is sent from A-SPOA Housing to agency is that the individual is housed in 45 days. ECDMH will review 2021, 2022, and Q1 2023 median days to house.
 - What procedures have been implemented to ensure the 90% capacity threshold is met?
 - For each year when the threshold was not met, provide reasoning as to why 90% capacity was not maintained and the plan to reach goal.
 - Fiscal Reporting
 - Please note that timely submission of cost reports, HUD invoicing, Quarterly reporting, CFR's, OASAS Prospective Budget Submissions and other reporting elements will also be used in the evaluation of the application submission.
- **Accountability and Evaluation**
 - Describe your experience using data with Quality Improvement (QI) and how it has affected practice and outcomes. Provide specific data.
 - Describe your organizational capacity to conduct a quality improvement process.
 - Describe how you envision the use of quality improvement for this initiative to achieve the desired outcomes.
- **Budget**
 - Provide a Budget Narrative and Spreadsheet (Appendix D) that outlines and clearly justifies your request for funding up to \$1,285,620.
 - A reasonable startup amount will be made available in 2023 inclusive of staffing ramp up for the October 1, 2023 - December 31, 2023 transition period. Indicate if start-up funds will be requested and provide details as to how they will be utilized.
 - One-time funding of \$50,000 will be available to assist with employee recruitment and retention of NYS OMH Supportive Housing direct and supervisory staff which can be

utilized over the first 24 months of operations. How would these dollars be used through the transition process?

IV. STATEMENT OF RIGHTS

UNDERSTANDINGS

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

- That any proposal, attachments, additional information, etc., submitted pursuant to this Request for Proposal constitute merely a suggestion to negotiate with the County of Erie and is not a bid under Section 103 of the New York State General Municipal Law;
- Submission of a proposal, attachments, and additional information shall not entitle the proposer to enter into an agreement with the County of Erie for the required services;
- By submitting a proposal, the proposer agrees and understands that the County of Erie is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- That any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County of Erie, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties 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 a RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process; and
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline.

EVALUATION

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

- Proposer's demonstrated capability to provide the services;
- Evaluation of the professional qualifications, 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 proposed cost/s. It should be noted that while cost is not the only consideration, it is an important one;
- A determination that the proposer has submitted a complete and responsive proposal as required by this RFP;
- An evaluation of the proposer's projected approach and plans to meet the requirements of this RFP;
- The proposer's presentation at and the overall results of any interview conducted with the proposer;
- Proposers MUST sign the Proposal Certification attached hereto as Schedule "A." Unsigned proposals will be rejected;
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal; and
- No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

CONTRACT

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

The term of the contract shall begin on or about October 1, 2023 until December 31, 2023 and then for a one (1) year period commencing January 1, 2024 (or less than one year commencing after January 1, 2024, if necessitated by any delays associated with the RFP and contracting processes), and terminating December 31, 2024. The County, in its sole discretion may extend the agreement beyond its initial term for up to an additional year at one-year periods at the same prices and conditions.

INDEMNIFICATION AND INSURANCE

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

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

- (a) That except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Consultant shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Consultant or third parties under the direction or control of the Consultant; and
- (b) To provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

Upon execution of any contract between the proposer and the County, the proposer will be required to provide proof of the insurance coverage described in “Schedule B”. Insurance coverage in amount and form shall not be deemed acceptable until approved by the County Attorney.

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 are to be considered “works made for hire”. If any of the deliverables do not qualify as “works made for hire”, the Consultant 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 Consultant agrees to assist the County, if required, in perfecting these rights. The Consultant shall provide the County with at least one copy of each deliverable.

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

NON-COLLUSION

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

CONFLICT OF INTEREST

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

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

COMPLIANCE WITH LAWS

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

CONTENTS OF PROPOSAL

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

a) Insert the following Notice in the front of its proposal:

NOTICE

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

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

and

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

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

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

Attachment B:

Erie County Department of Mental Health Interagency Referral

Participant: _____ **DOB:** _____ **SSN:** _____

Date of Initial Intake (Original Program) : _____

Admission Date (Original Program) : _____

This form serves as a formal referral for the case of the above named individual to be transferred from

_____ to _____
(Original Agency) (New Agency)

Program Director (Print)

Program Director (Sign)

**Attachment C: Erie County Department of Mental Health Program
Participant Demographic Information**

Name: _____ DOB: _____ MD/MR/Ins # _____

SSN: _____ Gender: M F (circle one) Race: _____ Ethnicity: _____

Participant Address: _____ Contract Rent: _____
_____ Rental Stipend: _____

Income Source: _____ Income Amount: _____ Lease Expiration: _____

Landlord Name&: _____ Phone: _____
Address _____ Checks Payable to: _____

Emergency Contact : _____ Phone: _____
Name& Address _____

Care Management/ : _____ Phone: _____
Health Home _____
Name & Address _____ Care Manager Name: _____

Treatment Provider 1: _____ Phone: _____
Name & Address _____ Primary Counselor: _____

Treatment Provider 2: _____ Phone: _____
Name & Address _____ Primary Counselor: _____

Psychiatrist (if applicable): _____

PCP Name/: _____ Phone: _____
Address _____

DSS Case Worker: _____ Phone: _____

Rep. Payee/: _____ Phone: _____
Address _____

Appendix A	
RFP Submission Checklist	
RFP: OMH and BPC Long Stay Supported Housing	
RFP# 2023-044VF	
Item:	Agency:
One (1) original and five (5) copies Submitted by deadline stated in RFP.	
One page transmittal letter or memo	
ECDMH RFP Submission Package Checklist: Appendix A	
Signed Agency Cover Sheet Form: Appendix B	
Budget Form: Appendix D and related Budget Narrative (2 page limit)	
Proposal Narratives Limited to no more than 12 pages	
Letter Of Support Schedule A	
Disclosure of employees or officers who are currently a County employee or officer or have been within one year prior to the date of response to this RFP Schedule B	
Proposer Certification Schedule C	
Erie County Equal Pay Certification Schedule D	
Certified Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) Schedule E	
Veteran Owned Business Schedule F	

*Please note Appendix C & Appendix E are For Your Reference Only
Appendix D – Must use Excel spreadsheet provided on website
<https://www3.erie.gov/mentalhealth/request-proposals>
Schedule D – Must use County of Erie Equal Pay Certification on website
<https://www3.erie.gov/mentalhealth/information-contract-agencies>

Appendix B
AGENCY COVER SHEET FORM - APPLICANT INFORMATION

ERIE COUNTY DEPARTMENT OF MENTAL HEALTH
OMH and BPC Long Stay Supportive Housing

RFP #2023-044VF

Instructions for completing
(This is to be the top sheet for the entire application package.)

Organization Name:	Please list the official name of your organization.
Mailing Address:	Please list the official address of your organization for mailing purposes; include city and ZIP code information.
Primary RFP Contact:	Please provide name, telephone number, FAX number, email address and, complete mailing address if different than organization mailing address above, for the primary contact for this proposal. Should you have a change in this information after submitting your application, please be sure to provide the updated information to Tara.Karoleski@erie.gov
Alternate RFP Contact:	Please provide name, telephone number, FAX number, email address and, complete mailing address if different than organization mailing address above, for an alternate contact for this proposal. Should you have a change in this information after submitting your application, please be sure to provide the updated information to Tara.Karoleski@erie.gov
Leadership:	Please list the name of your organization’s Executive Director, President or Chief Executive Officer. If your organization has interim leadership, please list “Interim” in parentheses.

Signature (CEO or Equivalent)

Date

Printed Name and Title

Appendix B

<p>ERIE COUNTY DEPARTMENT OF MENTAL HEALTH OMH and BPC Long Stay Supported Housing RFP # 2023-044VF</p> <p><u>AGENCY COVER SHEET FORM - APPLICANT INFORMATION</u></p> <p>Please refer to the instructions within the RFP for completing Appendix B (This is to be the top sheet for the entire application package.)</p>	
Organization Name	
Mailing Address	
Primary RFP Contact	
Alternate RFP Contact	
Leadership	

Signature (CEO or Equivalent)

Date

Printed Name and Title

APPENDIX D: Must use Excel Spreadsheet provided on website:

<https://www3.erie.gov/mentalhealth/request-proposals>

Appendix D: OMH and BPC Long Stay Supported Housing; RFP # 2023-044VF		
Performance Component Budget		
Agency Name:		

Budget Line Items	Start Up Budget: 10/1/2023-12/31/2023	Annualized Budget: 1/1/2024 - 12/31/2024
Unique Persons Served/year		0
Cost/Unique Person Served/year	#DIV/0!	#DIV/0!
PERSONNEL COUNT		
# of Direct Care Worker FTE's	0.00	0.00
# of other staffing FTEs	0.00	0.00
TOTAL FTE	0.00	0.00
PROGRAM EXPENSE		
Transitional Supports	\$ -	\$ -
Personnel Services	\$ -	\$ -
FICA and Fringe Benefits	\$ -	\$ -
Other than Personal Services	\$ -	\$ -
Equipment	\$ -	\$ -
Property/Space	\$ -	\$ -
Agency Administration	\$ -	\$ -
1x start up costs (list separately by item)	\$ -	\$ -
Other:	\$ -	\$ -
TOTAL GROSS EXPENSES	\$ -	\$ -
DEFICIT FINANCING Request		
Local Govt Financing Request	\$ -	\$ -
Agency Voluntary	\$ -	\$ -
Donations	\$ -	\$ -
Other:	\$ -	\$ -
Other:	\$ -	\$ -
TOTAL DEFICIT FINANCING	\$ -	\$ -

****Up to \$50,000 in one-time funding to assist with employee recruitment and retention of NYS OMH supportive housing direct and supervisory staff which can be utilized over the first 24 months of operations.**

Appendix E
“For Reference Only”



County of Erie Standard Insurance Certificate

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

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

PRODUCER	CONTACT NAME PHONE (A/C No, Ext) FAX A/C No: EMAIL ADDRESS PRODUCER CUSTOMER ID #														
INSURED	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr><td>INSURER A:</td><td></td></tr> <tr><td>INSURER B:</td><td></td></tr> <tr><td>INSURER C:</td><td></td></tr> <tr><td>INSURER D:</td><td></td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A:															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

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

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

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

X. FOR COUNTY USE ONLY: Name of County Dept. Requesting Certificate _____
 Purchase Order or Contact Number _____
 Vendor Insurance Classification _____

Appendix E "For Reference Only"

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 Concession-Aires 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						
Products Comp. Ops.	\$2,000,000						
Blanket Broad Form	Not Excluded or Limited		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Contractual Liability							
Broad Form P.D.							
X.C.U.							
Liquor Law				INCLUDE			
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County To Be Named Add'l Insd.	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

- V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.
- VI. Coverage must be provided on a primary-non contributory bases.
- VII. Designated Construction Project General Aggregate Limit Per Location Endorsement CG 25 03 is Required.
- VIII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.
- IX. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.
- X. Workers Compensation: State Workers' Compensation Board form DB-155 is required for proof of compliance with the New York State Disability Benefits Law.
Locations of operation shall be "All locations in Erie County, New York."

For those entities who request permits, licenses, or contracts are required to provide either an Affidavit of Exemption (BP-1) or Certificate of Insurance 105.2, Certificate of Self Insurance SI-12, DB-155, or a Certificate of Attestation CE-200 to evidence exemption of coverage by statute. It will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the standards printed above.

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

SCHEDULE C
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.

By: _____
Proposer's Signature

Printed Name and Title

