



ERIE COUNTY SHERIFF'S OFFICE

REQUEST FOR PROPOSAL (RFP) TO CUSTOMIZE, IMPLEMENT AND
MAINTAIN A COMPREHENSIVE ELECTRONIC HEALTH RECORD
FOR THE
DIVISION OF CORRECTIONAL HEALTH

RFP# 2024-038VF

September 10, 2024

INTRODUCTION

The ERIE County Sheriff's Office, New York (ECSO) is currently seeking Proposal Statements from qualified contractors to provide, implement and maintain a comprehensive Electronic Health Record (EHR) customizable to meet the needs of the Division of Correctional Health. Proposers interested in providing such services to the ECSO, Division of Correctional Health are invited to respond to this request.

It is the ECSO intent to select the Proposer that provides the best solution for the Correctional Health Division's needs.

ECSO reserves the right to amend this RFP. The ECSO 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 ECSO. The ECSO reserves the right to request additional information from any proposer. The ECSO reserves the right to award negotiated contracts to one or more proposers.

This RFP is not intended and shall not be construed to commit the ECSO to pay any costs incurred in connection with, any proposal or to procure or contract with any firm.

The ECSO will only contract with firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, citizenship status or any other status protected by New York State and Federal laws.

PROPOSAL PROCEDURES

A. ANTICIPATED SCHEDULE OF PROPOSAL

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

Issue RFP: September 10, 2024

Questions Due: October 11, 2024

Proposals Due: November 11, 2024

Selection Made: 30 days following due date Contract Signed:

Following all necessary county approvals

B. GENERAL REQUIREMENTS

1. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation.
2. One (1) original and four (4) copies shall be submitted. Proposals MUST be signed. Unsigned proposals will be rejected.

3. Submission of the proposals shall be directed to:

Sandra Amoia
Erie County Sheriff's Office
716-715-858-8920
E-mail Address: Sandra.Amoia@erie.gov

All proposals must be delivered to the above office on or before November 11, 2024 at 4:00 p.m. Proposals received after the above date and time will not be considered. The ECSO is under no obligation to return proposals.

4. Requests for clarification of this RFP must be written and submitted to Sandra Amoia via e-mail only no later than 4:00PM on October 11, 2024. Formal written responses will be distributed by the ECSO on or before October 18, 2024. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY.
5. 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.
6. 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 ECSO. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the ECSO.
7. Certified Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) proposers should include the Erie County certification letter with the proposal.
8. If proposer is a Veteran Owned Business, proposer should include letter indicating company is 51% or more Veteran-owned.

SCOPE OF PROFESSIONAL SERVICES REQUIRED

SCOPE OF WORK

ECSO is seeking a contractor to provide, implement and maintain a comprehensive Electronic Health Record (EHR) customizable to meet the needs of the Division of Correctional Health.

FACILITY INFORMATION

Listed below are the facilities and brief descriptions of each that will participate in this contract.

- **Erie County Holding Center:** located in downtown Buffalo, New York. Maintains secure custody of individuals detained and awaiting trial and/or disposition. Approximately 4,500 individuals in custody received treatment in 2023. The average daily census of the facility is 350.

- **Erie County Correctional Facility:** Located in Alden, New York. A medium security facility. The average daily census of the facility is 425.

Inmates are provided care via six unique but interwoven venues:

1. Jail Medical: chronic disease care and follow-up (MD, NP,)
2. Sick Call: emergent, urgent and routine care for acute illness or injury (MD, NP, RN)
3. Detoxification: (ECHC only) care for withdrawing substance abusers (MD, NP, RN)
4. Dental Clinic: urgent and routine dental care/ procedures (DDS, Dental Assistant)
5. Mental Health: counseling and care for acute and chronic mental illness (Psychiatrists, NP, Mental Health Clinicians) including emergent care, constant observation / suicide prevention, urgent and routine care.

Additionally, nursing care and patient processing is also administered via the following venues:

1. Intake: initial processing, assessment and documentation of newly arrived patients (RN, LPN, clerical)
2. Medication Administration (LPN, RN)
3. Treatments: Blood glucose monitoring, Blood pressure monitoring, etc. (LPN, RN)
4. Laboratory Sampling (RN, LPN)
5. Orders verification and transcription (RN, LPN, clerical)

Inmates are transferred between facilities frequently, requiring a unified and standardized medical record to ensure continuity of care.

There is approximately 110 medical, mental health and dental employees accessing and using this software system.

SPECIFICATIONS AND REQUIREMENTS

Current / Required IT Integration Specifications

- Software recommended must run on Intel based x86/x64 system, and be VMware, vSphere, and Microsoft Hyper-V compatible, EMC VNX storage arrays will provide multi-terabyte SAN/NAS capacity.
- Department of Information and Support Services (DISS) primary systems are in DISS data center, backup system is offsite which provide 60 days retention of daily backups.
- Option for your company to host the server on a cloud provider.
- Can support anything that is TCP/IP capable (windows, mac, iPhone, Android, etc.) for Erie's private network.

- User Accounts need to reside in Erie County's Active Directory; departments usually handle security changes inside applications.
- EHR should be service oriented including an API that allows external systems to connect to the EHR to retrieve and/or upload data easily.
- Seamless integration/interface with current Jail Management system (Blackcreek) is required including automatic population of demographic, housing, transfer, transportation and alert information between both systems.
- EHR must be customizable to integrate current pharmacy management service as well as laboratory and radiology reporting systems and have flexibility to integrate new systems if contracts change with these providers.
- EHR must integrate with Regional Health Information Organization (Health eLink).
- Vendor to inventory current hardware to evaluate additional needs. Vendor may provide or suggest additional needed hardware to County at competitive prices within the criteria outlined above.
- Vendor to demonstrate that product meets encryption, HIPAA, and Meaningful Use requirements,
- Vendor to demonstrate that product meets or exceeds National Commission on Correctional Health Care and the American Correctional Association accreditation criteria.
- Vendor to assert that the equipment and software does not infringe on any U.S. patent or copyright. The vendor shall include a description of all Patents that the vendor holds or has developed. The vendor shall indemnify and hold harmless the ECSO, its officers, Commissioners, and employees against all claims, costs, including attorney fees, losses and damages arising out of or resulting from any infringement or patent rights or copyrights incident to the use and performance of the project or resulting from the incorporation in the project any invention, design, process, product or device not specified in the contract documents.

Clinical Interface Criteria

- Vendor to provide a user-friendly windows-based program that allows multiple users to access records simultaneously with absolutely no delay. Ability to access multiple screens simultaneously by individual caregivers is essential.
- Product must allow for migration from individual components of the software program within one second. Information must be uploaded in no more than 2 seconds.
- Product must include preset and customizable prompts and provide limited free-texting requirements for repetitive and routine tasks and treatments.
- Product must automatically populate County prescribed data lists, reporting mechanisms and caregiver reports such as problem lists, medication reconciliation forms, PMD reports, etc.
- Product must provide opportunity for auto fax with populated reports to other entities outside the facility.
- Product must provide clinical decision support for caregivers including hyperlinks to external clinical databases.
- Product must provide a user-friendly "dashboard" with pre-determined data as prescribed by the ECSO with easy navigational access from the dashboard to all components.
- Product must provide clinical activities lists that are individualized for clinicians as well as viewable in aggregate by supervisory and management staff.

Integration Criteria

- Relevant demographic and medical data obtained in intake/booking must be incorporated into the EHR seamlessly and automatically.
- Product must provide appropriate interfaces, firewalls, passwords and levels of security as prescribed by the County to avoid contamination of data by unauthorized staff.
- Inmate letters, grievances, sick call slips, consents, requests and correspondence must enter the EHR automatically. Current housing area kiosks are to be evaluated for integration.
- Laboratory, Radiology, Emergency Care reports and discharge summaries should enter the EHR seamlessly and automatically. Vendor must integrate with providers of these services to determine mechanism to facilitate this service.
- Product must provide OR interface with a pre-determined Computer Physician Order Entry (CPOE) system that seamlessly and automatically integrates with pharmacy management services, mental health services, dietary services, nursing services, dental services, laboratory and radiology services, security services, and emergency services with hyperlinks to clinical resources, as well as formulary lists, allergies, pharmacy inventory control, etc.
- Product must provide OR must interface with a pre-determined portable electronic Medication Administration Record that seamlessly and automatically integrates with CPOE, pharmacy management services, mental health services and nursing services providing pre-populated prompts such as vital signs.
- Product must provide easily customizable embedded forms as required by the County, regulatory and credentialing bodies that can be printed as needed for reporting and documentation in an easily recognizable and readable font.

Logging, Tracking and Reporting Criteria

- Product must provide robust appointment, transport and housing location services that seamlessly and automatically integrates with jail management system (Blackcreek). Prompts identifying duplication of appointments and alerts for conflicting events as prescribed by the County must be provided.
- Product must provide a robust Chronic Disease documentation, tracking and monitoring process that can simultaneously monitor multiple diseases and conditions seamlessly and automatically that meets or exceeds NCCHC and ACA accreditation criteria.
- Product must provide robust and customizable reporting system that can access aggregate and individualized data for the management of care, peer review, infectious disease surveillance, reporting to regulatory bodies, and quality assurance programs, including interval studies.
- Product must provide time stamp for all documentation and reporting for risk management, quality assurance and security.
- Product must provide robust alert system that integrates portable devices for prescribed alerts such as abnormal values, clinical task challenges, and availability of medications, supplies and equipment.
- Product that is consistent with paper medical records in structure and content.

Project Management Criteria

- Vendor to provide a project manager dedicated to managing this project; we anticipate the need for a full-time project manager who will provide project management services including but not limited to:
 1. Facilitating project status meetings
 2. weekly communication of project status
 3. establishing documentation and procedural standards
 4. administering project change control
 5. establishing communication with all stakeholders
 6. testing plans
 7. training plans
 8. documentation plans
 9. problem resolution reporting
 10. deployment plans
 11. on-site activities and task scheduling
 12. maintaining and updating the project plan and schedule
- Vendor to provide interview meetings to facilitate discussion regarding integration needs; vendor to provide weekly project status meetings to discuss criteria as listed below.
- At least half of all status meetings must be on-site.
- All interview meetings must be on-site.
- Standard weekly project status reports must include:
 1. Summary of Accomplishments and Activities for the Period
 2. Planned Activities of the Next Period
 3. Status Milestones and Deliverables
 4. Status of Concerns, Problems and Recommendations
 5. Status of Risks, Issues and Change Requests
 6. Status of Project Work Plan and Schedule
 7. Other Discussion Topics, as required

Costs and Billing

- Vendor to propose and detail costs associated with delivery, installation, design, development and configuration of proposed software products, including all optional features.
- Vendor to propose all service-related costs related to the design, development and/or modifications required to meet the requirements of County-specific reports, queries, interfaces and integrations of proposed applications.
- Vendor to propose all costs, related to testing and implementation of software including on-site or remote staff training and software implementation.
- Vendor to propose and detail all costs associated with on-call, remote and on-site repair, technical maintenance and staff assistance.
- Vendor to propose and detail costs associated with any hyperlink access to external clinical databases.
- Vendor to propose and detail all costs associated with Project Management including material costs, travel, housing and other associated costs.
- Vendor to propose and detail all licensing fees, software maintenance, service fees and costs, as well as urgent response services for the contract period.

CONTRACTOR QUALIFICATIONS

RIGHT TO INVESTIGATE AND REJECT

ECSCO may make such investigations as deemed necessary to determine the contractor's ability to perform the services specified. Erie County reserves the right to reject a proposal if the information submitted by, or investigation of, the contractor fails to satisfy ECSCO that the contractor is properly qualified to perform the obligations of the contract. This includes ECSCO ability to reject a proposal based on negative references.

CONTRACTOR QUALIFICATIONS

NOTE: Each item must be thoroughly addressed. Contractors taking exception to any requirements in this section may be subject to point deductions and/or disqualification.

Client Reference Form

Contractor shall provide THREE (3) client references that are using or have used services of the type proposed in this RFP. The references may include facilities for which the contractor, preferably within the last FOUR (4) years has successfully completed comprehensive pharmacy management services and an electronic medication record and computerization system, ECSCO may contact the client references for validation of information provided.

Company Profile and Experience

Include a company profile containing the following information:

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

Contractor will address the following:

- The number of years your company has been providing EHR products and/or services under the current company name.
- The number of correctional facilities you are contracting with (as of the date of the proposal submission) as a provider for EHR products and services.

Resumes

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

Contractor Project Manager

The Contractor Project Manager will manage the day-to-day project activities on behalf of the contractor. Please include the following information regarding the Contractor Project Manager:

- Name
- Address
- Telephone (office and cell)
- E-mail

COST PROPOSAL

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

The ECSO will evaluate the proposed cost to determine the relative score for each offer. Proposals must include sufficient, detailed information to support the offered costs. ECSO in no way guarantees a minimum number of prescriptions dispensed.

STATEMENT OF RIGHTS

and UNDERSTANDINGS

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

- that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the ECSO 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 ECSO for the required services.

- by submitting a proposal, the proposer agrees and understands that the ECSO 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 ECSO, its elected officials, officers, employees or agents, shall not be binding against the ECSO, 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 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 ECSO 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 ECSO and not necessarily based on price or any other single factor.
- To interview the proposer(s).
- To request or obtain additional information the ECSO 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 ECSO for the expenses of preparation. ECSO 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 ECSO 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;

- ECSO 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. ECSO reserves the right to weigh its evaluation criteria in any manner it deems appropriate:

- Proposer's demonstrated capability to provide the services.
- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.
- Proposer's experience to perform the proposed services.
- Proposer's financial ability to provide the services.
- Evaluation of the proposer's fee submission. It should be noted that while price is not the only consideration, it is an important one. Proposer's prices are to be no higher than those offered to any other governmental or commercial consumer. If a proposer has a New York State or a Federal GSA contract for any of the services covered in this RFP, proposer shall so indicate that he has said contract and supply a copy of the contract(s).
- 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 ECSO to clarify or elaborate on the written proposal.
- No proposal will be accepted from, nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the ECSO. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the ECSO.

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 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 ECSO FOR SUBMISSION TO THE ERIE COUNTY LEGISLATURE FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.

The term of the contract shall be for a three (3) year period commencing June 1, 2025, and terminating June 1, 2028 [ECSO, in its sole discretion may extend the agreement beyond its initial term for up to two (2) additional 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 ECSO:

"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 ECSO, the Consultant shall indemnify and hold harmless the ECSO, 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, 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 ECSO, the proposer will be required to provide proof of the insurance coverage in adequate amounts.

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 ECSO as deemed appropriate:

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

The Consultant agrees to indemnify and hold harmless the ECSO 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 ECSO continued use of the deliverable, or to modify or replace it. If the ECSO 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 ECSO. 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 often 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 ECSO. 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 ECSO considers proper under the law. If the ECSO enters into an agreement with this proposer, the ECSO shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law."

and

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

The ECSO assumes no liability for disclosure of information so identified, provided that the ECSO 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 ECSO, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

EFFECTIVE PERIOD OF PROPOSALS

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

SCHEDULE "A",

PROPOSER CERTIFICATION

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the County of Erie and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the County of Erie for the required services. The undersigned agrees and understands that the County of Erie is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that 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 ECSO and approved by the Erie County Legislature 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 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.

Proposers Name and Title

