



ERIE COUNTY SHERIFF'S OFFICE

REQUEST FOR PROPOSALS (RFP) INMATE TABLET SERVICES ERIE COUNTY CORRECTIONAL FACILITY AND ERIE COUNTY HOLDING CENTER

RFP #2025-048VF

Due December 17, 2025

**JAIL MANAGEMENT DIVISION
40 DELAWARE AVENUE
BUFFALO, NEW YORK 14202**

COUNTY OF ERIE

REQUEST FOR PROPOSALS

INMATE TABLET SERVICES FOR ERIE COUNTY CORRECTIONAL FACILITY AND ERIE COUNTY HOLDING CENTER

1. INTRODUCTION

Proposals are being solicited from qualified Vendors to provide inmate tablet services for the incarcerated individuals detained at the Erie County Correctional Facility (ECCF) located at 11581 Walden Avenue in the Town of Alden, and the Erie County Holding Center (EHC) located at 40 Delaware Avenue in downtown Buffalo. The average daily population (ADP) at the ECCF is 515 and the ADP at the EHC is 370.

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

2. PROJECT BACKGROUND AND OBJECTIVES

The ECSO currently operates two separate detention facilities: the EHC in Buffalo and the ECCF in Alden. Both facilities operate under the authority of the Erie County Sheriff's Office Jail Management Division. Originally built in 1937, EHC is a 7-story high-rise maximum-security facility. The ECCF, built in 1985, is a 2-story medium-security facility with a campus layout. The ECSO seeks to provide tablet services to the incarcerated population. Tablets need to be durable and tamper proof, to the greatest extent possible, to prevent incarcerated individuals from damaging and/or using parts for prohibited acts.

3. GENERAL INFORMATION AND REQUIREMENTS

A. Schedule

The anticipated schedule for the project is:

| | |
|----------------------------|-------------------|
| RFP Release | November 19, 2025 |
| RFP Questions Due | December 3, 2025 |
| RFP Question Response Date | December 10, 2025 |
| RFP Due Date | December 17, 2025 |

- B. Due to the complex nature and security concerns of correctional facilities, Vendors must be well experienced in providing this type of service. The Vendor shall

demonstrate at least seven (7) years of experience providing inmate tablet services to customers of similar size.

- C. The Vendor should provide an overview of their firm, including years and nature of experience in inmate communication business.
- D. The Vendor must demonstrate a commitment to technological upgrades, including consistent new technology deployment over the last three years or more
- E. Firms are encouraged to include Certified Minority and Women Owned Business Enterprises (M/WBE) in their teams in order to meet Erie County's goals of 15% MBE and 5% WBE participation. Certified M/WBE proposers should include the Erie County certification letter with the proposal.
- F. Pursuant to Erie County Local Law 5-1 (2023), firms are encouraged to include Service-Disabled Veteran-Owned Businesses (SDVOBs) in their teams in order to meet Erie County's goal of 6% SDVOB participation. Certified proposers shall include proof of certification under the New York State Service-Disabled Veteran-Owned Business Act.
- G. **One (1) original, three (3) print copies, and one (1) PDF copy of the proposal on a flash drive are required to be submitted by 3:00 pm on December 17, 2025.**
- H. **Final sealed proposals are due to the Erie County Sheriff's Office ATTN: Superintendent, at 40 Delaware Avenue, Buffalo, NY 14202, All further information and contact from Erie County will be sent electronically.**
- I. Any requests for RFP interpretations should be made electronically by December 3, 2025, to Michael.Phillips@erie.gov. No requests for oral interpretations via telephone or in person will be accepted. A single response to all questions will be made as outlined in the schedule. No communications of any kind will be binding against the County, except for the formal written responses to any request for clarification.
- J. 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.
- K. 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.
- L. 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.

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- M. The Vendor will provide three customer references of accounts similar in size and scope to the County
- N. The County will only contract with firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, citizenship status or any other status protected by New York State and Federal laws.
- O. The County reserves the right to amend this RFP. The County reserves the right to reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive formalities, if such action is deemed to be in the best interest of the County. The County reserves the right to request additional information from any proposer. The County reserves the right to award negotiated contracts to one or more proposers.

4. SCOPE OF WORK

4.1 General Requirements

- 1. Vendor shall provide a turn-key tablet program for all facilities
- 2. Vendor shall provide a tablet program that is affordable for users.
- 3. Vendor shall provide a tablet program that is easy to administer.
- 4. Vendor shall provide a tablet program that is flexible to accommodate facility-specific needs.
- 5. Vendor must provide one tablet for every inmate at both facilities.
- 6. Vendor should have an automated method of controlling tablet inventory.
- 7. Vendor should have an automated method allowing inmates to purchase a subscription and premium content (with no staff involvement).
- 8. Vendor should allow inmates to subscribe and have a personal tablet with access to premium content, with his/her name on the lock screen.
- 9. Vendor should provide an automated method of returning the tablet back into the community pool of tablets when an inmate is released.
- 10. Tablets should not retain any specific inmate data or downloads overnight.

4.2 Functional Capabilities

- 1. Vendor tablets shall be updated wirelessly in real-time.
- 2. Vendor shall provide tablet warranty and refurbishment to the facility.
- 3. Vendor shall provide either individual charging units for each tablet or provide each Housing Unit enough charging carts for safe and secure charging of all the tablets.
- 4. Vendor-provided charging carts shall be ruggedized for use in the facility.

5. Vendor shall work with commissary company to provide access to order commissary goods, including Vendor-approved earbuds via the tablet.
6. Vendor shall offer the ability to access legal discovery information via the tablets.
7. Vendor shall offer the ability for video visitation.
8. Vendor inmate tablet shall require an inmate to enter credentials and log in to the tablet before being able to access applications. The credentials should be the same as those used to make phone calls.
9. Vendor inmate tablet shall display terms and conditions to users the first time they login or for subsequent changes to the terms and conditions.
10. Vendor inmate tablet shall provide a configurable option where a tablet that is enabled for inmate login times out after a period of inactivity.
11. Vendor inmate tablet shall have options to display all or a subset of the following items on the lock screen display: inmate name, ID number, digital clock, day, month, date, housing information, agency name, barcode, and unique identifier for the tablet hardware.

4.3 Security Requirements

1. Vendor shall provide security measures which prevent inmates from unauthorized internet access.
2. Vendor shall provide tablets which have been wiped of any residual operating systems.
3. Vendor shall provide the following security measures to harden the firmware on the tablets:
 - Browser, contacts, calendar, native phone, and messaging clients have been removed.
 - No option for users to change certain settings.
 - NFC, Bluetooth and Cellular wireless radio has been disabled, except for Wi-Fi.
 - Users cannot install and uninstall apps.
 - Authorized apps are pushed to the tablets through an app management process.
 - No access to the third-party app stores
4. Vendor's wireless network traffic must be routed through the Vendor system with no exception and provide firewall, transparent proxy, DHCP, DNS and routing services for the tablets.
5. Vendor shall provide secure Internet Protocol communications by authenticating and encrypting each IP packet of a communication session.

4.4 Hardware Requirements

1. Describe Vendor inmate tablet hardware storage.
2. Describe Vendor inmate tablet hardware charging options and how these prevent fire hazards.

3. Vendor inmate tablet hardware should be high strength, impact-resistant security glass with integrated screen protector.
4. Vendor inmate tablet hardware should have a shock-resistant body.
5. Vendor earbuds should be certified to support advanced voice biometric audio and minimize contraband or other safety and security concerns.
6. Vendor tablets shall interface with current ITS, JMS, or other systems as applicable.

4.5 Application Requirements

1. Vendor tablets shall have the ability for inmates to place a phone call with all restrictions enabled just as a normal phone call via inmate telephones on the wall.
2. Vendors shall list the applications available on their Inmate Tablet Devices.
3. Vendor shall offer a media store where users can make purchases of songs, games, and videos.
4. Vendor shall offer a media store where users can rent movies.
5. Vendor shall offer a media store where a custom playlist can be created for music.
6. Vendor shall offer purchases to users via the media store that allow for a low-cost single song, album, game, or video one-time purchase with unlimited usage.
7. Vendor shall allow purchases via the media store to be available to the user even if their subscription lapses for up to 11 months.

4.6 Text and Electronic Mail

1. System must provide options for inmates to securely text with end users, with the ability for the facility to block certain end users. All texts must be retained for security and investigative purposes. Describe Vendor's solution.
2. Vendor's system must allow Constituents to search for inmates using first name or last name.
3. Describe Vendor's maximum character length of an electronic mail message.
4. Vendor's system must be configurable to allow Constituents to upload their own photo image.
5. Vendor's system must be configurable to allow Constituents to choose from a library of pre-approved images/cards.
6. Vendor's system must provide two separate word watch lists that distinguish between high security concern and medium security concern.
 - a. Vendor's system must allow approved Facility staff to upload additional words to the word watch list.
 - b. Inappropriate words that are found within a message, based on the word watch list, must be color coded for easy visibility.
7. Vendor's system must translate Spanish into English for Facility review.
 - a. Vendor's system must have the capability to translate multiple languages within an email into one single language.

8. Vendor's system must provide proactive notification to constituents when messages are rejected.
 - a. Vendors system must allow approved Facility users to modify approval/reject reasons.
9. Vendors system must provide a web-based interface for Facility staff and Constituents to send messages and manage the system.
10. Vendors system must notify Facility staff when new messages are received.
11. Vendors system must provide storage of all messages, including pictures, for the duration of the contract.
12. Vendors system must provide a graphical reporting dashboard that shows activity within the system (messages received, messages approved, messages rejected, messages pending, etc.).
13. Vendor's system should address both electronic mail and physical mail processing to reduce contraband entering the facility through the postal service.

4.7 Maintenance and Upgrades

1. The Vendor shall be responsible for all ongoing maintenance, repairs, and replacements of equipment.
2. Software updates and security patches shall be applied regularly to ensure the system remains secure and functional.
3. The Vendor shall maintain a sufficient inventory of spare tablets and parts available within a reasonable period of time.

4.8 Reports

1. The system must be capable of providing web accessible real-time and historical reports. Describe available reports.
2. Vendor shall attach samples of their reports.
3. The system shall have the ability to export reports in Excel, PDF, and comma separated formats (CSV).
4. Vendor shall provide secure access to all reports and calling activity within the facility via the internet.

5. BACKGROUND/EXPERTISE OF PARTICULAR VALUE:

5.1 Experience

1. Vendors must demonstrate at least seven (7) years of experience providing inmate tablet services to correctional facilities of similar size and security level.
2. Provide an overview of the firm, including years of experience in the inmate communications business and details regarding system engineering, deployment, and support.

3. Describe the Vendor's client base and the implementation of the proposed system in other correctional facilities.
4. Demonstrate a commitment to technology upgrades, including regular deployment of new features and system enhancements over the last three or more years.
5. Describe prior experience with implementing digital mail solutions, secure messaging, and officer tablet management systems.

5.2 Financial Stability

1. Provide financial statements, including balance sheets, statements of operations, and cash flow statements for the last two fiscal years.
2. Explain how the Vendor's financial stability ensures the ability to maintain equipment, provide continuous service, and fulfill contractual obligations throughout the term of the contract.

5.3 References

1. Provide at least three references of accounts similar in size and scope to ECSO, including contact information, scope of work, and duration of service.
2. Include references that can attest to successful implementation, customer support, and ongoing maintenance of an inmate tablet system.

5.4 Technical and Operational Competence

1. Demonstrate the ability to install, maintain, and upgrade both hardware and software systems in a correctional environment.
2. Describe your 24/7/365 customer service capabilities, including support for both staff and inmates.
3. Detail disaster recovery and redundancy plans, including the number and location of data centers and system failover procedures.
4. Describe officer tablet functionality, including permissions management, real-time monitoring, and application control.
5. Provide details on system security measures, including encryption, firewall protection, and vulnerability testing reports.

6. GENERAL PROPOSAL REQUIREMENTS:

6.1 Experience of Firm/Project Team

Vendors should provide an organizational chart, identifying the project manager and team members, with their titles.

6.2 Experience, Depth and Breadth of Personnel

1. The project team should have relevant inmate technology, IT, and correctional communication expertise. Primary personnel in each of the noted disciplines must be identified by name and office location, with resumes included, and should demonstrate satisfactory

experience in the past 7 years and depth in each of the required disciplines. This should also include identifying the firm's role within any project and the year(s) in which the work took place.

2. Approach and Methodology

Respondents to this RFP should include a brief narrative explaining their approach. The narrative should outline the tasks and deliverables to be provided in response to the recommended Scope of Work outlined above and should include a project schedule with key milestones.

3. Cost and Budget (separately sealed)

All proposals must contain a Lump Sum Cost Proposal for any costs associated for the Scope of Work delineated, inclusive of all expenses (there will be no reimbursables). Specify all fees that will be charged to inmates and end users (excluding applicable taxes and other government fees and charges). Clearly explain the commissions to be paid on the tablet program. Submit cost proposal in a separate sealed envelope along with the proposal for services.

6.3 Customer Service

1. Describe customer service operations available to inmate family and friends.
2. List and describe the ways inmate family and friends can contact your customer service center.
3. Vendor must provide live support to constituents 24 hours a day, year-round, without exception allowing constituents to set up accounts, make payments, access account information, and resolve issues.
4. Proposer's Website and constituent portal must support and be mobile optimized to display on mobile devices.
5. Proposer's Website must allow constituents to configure text and email low balance notifications.

6.4 Payment Options and Products

1. Provider must offer multiple points-of-sale to accept payments for services such as Western Union, MoneyGram, customer service center, website, mobile app, IVR, lobby and booking kiosks.
2. Vendor must allow constituents deposits/payments of non-fixed amounts.
3. Vendor must allow family and friends to establish online accounts with addresses outside of the U.S.
4. Vendor must offer an inmate-owned debit account solution with flexibility to be integrated with numerous commissary providers should Facility change commissary providers.
5. Vendor must apply constituent and inmate electronic deposits/payments to accounts in real-time upon receipt of payment.

6.5 Installation and Cutover

1. Vendor shall submit a complete and detailed schedule of the timeframe required for

installation, training, cutover, and testing. The system must be installed in an expert manner and in a timeframe designed to minimize disruption to the normal functioning of the facilities.

2. Any delay in the implementation of the Vendors' schedule that is caused by the County will increase the Vendor's time allowance to complete installation, but the Vendor must submit a complete and detailed schedule of additional time required.

3. The risk of loss and or damage will be assumed by the Vendor during shipment, unloading, and installation.

4. The Vendor must describe their experience with implementing services detailed in the RFP.

6.6 Maintenance and Data Recovery

1. Vendor must provide support to the County 24 hours a day, year-round, for issues.

2. Detail the method of determining service interruptions and service call priorities.

3. Detail equipment installation charges, if any.

4. Provide a contact person who will be responsible for ongoing account management and support.

5. System shall have the capability for remote diagnostic to minimize facility visits by Vendor. Describe your system diagnostic process and tools.

6. Describe your disaster recovery system.

7. Vendor shall provide redundant data centers. How many data centers do you have? Describe them.

7. SCORING, RANKING AND SELECTION PROCESS:

Erie County may short list from the proposals and interviews may be required. Scoring and ranking will include the following factors:

A. Background of Firm

| | | |
|---|----|-------|
| 1. Experience and performance of Vendor | 30 | _____ |
| 2. Local presence for team | 10 | _____ |
| 3. M/WBE participation | 10 | _____ |

B. Approach to project

| | | |
|--|----|-------|
| 1. Understanding of owner's program and intent | 15 | _____ |
| 2. Understanding of tasks | 15 | _____ |
| 3. Schedule | 10 | _____ |
| 4. Consultant Project Management and Staffing Plan | 10 | _____ |

| | | |
|------------------|------------|-------|
| 5. Other factors | | _____ |
| Total | 100 | _____ |

8. SUBMISSION OF PROPOSALS:

- A. There is no restriction on the length of a proposal; however, respondents are encouraged to be as concise as possible.
- B. Proposers MUST sign the Proposal Certification attached hereto as Exhibit "A." Unsigned proposals will be rejected.
- C. One (1) original, three (3) print copies, and one (1) PDF copy of the proposal are required. Proposals MUST be signed. Unsigned proposals will be rejected.
- D. Cost and budget proposals should be submitted in a separate sealed envelope.
- E. Proposals must be received at the below address no later than 3:00 PM, December 17, 2025:
Michael Phillips, Superintendent
Erie County Sheriff's Office
Jail Management Division
Erie County Holding Center
40 Delaware Avenue
Buffalo, New York, 14202
- F. The County does not assume the responsibility or liability for costs incurred by firms responding to this RFP or to any subsequent requests for interviews, additional information, submissions, etc. prior to issuance of a contract.
- G. Any requests for RFP interpretations should be made electronically to Michael.Phillips@erie.gov by December 3, 2025. Please make reference to the section, page and item in question in the communication. No requests for oral interpretations via telephone will be accepted. A single response to all questions will be made as outlined in the schedule. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION. A written response to the questions will be provided by no later than December 10, 2025, via blind-copy email to all parties.
- H. All vendors should understand that Erie County is committed to an open, fair and transparent selection process. All RFP submissions will be reviewed, objectively scored and ranked. Short listed firms may be interviewed prior to recommendation for selection.

- I. The highest-ranking firm after scoring and possible interviews will be recommended to the Erie County Legislature for authorization to enter into a contract. Scores and ranking of all vendors will be provided to the Legislature and the results will become public record at that time.
- J. Proposing vendors should understand that to provide for this open and transparent process, more time will be required. The timeframe from advertisement to contract execution may be up to five months. Consultants should consider this when scheduling staff time and anticipating project commencement.

9. STATEMENT OF RIGHTS

UNDERSTANDINGS

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

- That any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitutes merely a suggestion to negotiate with the County of Erie and is not a bid under Section 103 of the New York State General Municipal Law.
- Submission of a proposal, attachments, and additional information shall not entitle the proposer to enter into an agreement with the County of Erie for the required services.
- By submitting a proposal, the proposer agrees and understands that the County of Erie is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same.
- That any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County of Erie, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Erie County Legislature, the Erie County Fiscal Stability Authority, and the Office of the Erie County Attorney.
- In addition to the foregoing, by submitting a proposal, the proposer also understands and agrees that the County of Erie reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:
 - To reject any or all proposals.
 - To issue amendments to this RFP.

- To issue additional solicitations for proposals.
 - To waive any irregularities in proposals received after notification to proposers affected.
 - To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals.
 - To conduct investigations with respect to the qualifications of each proposer.
 - To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract.
 - To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers.
 - To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor.
 - To interview the proposer(s).
 - To request or obtain additional information the County deems necessary to determine the ability of the proposer.
 - To modify dates.
- All proposals prepared in response to this RFP are at the sole expense of the proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal.
 - While this is an RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process.
 - The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the deadline stated. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline.

10. EVALUATION

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

- Proposer's demonstrated capability to provide the services.

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

11. TRAINING

1. Vendor shall provide initial installation training to the County staff in system administration, operation, and reporting. Upgrade and refresher training is also required for the length of the contract at no cost to the County.
2. The Vendor must have the ability to provide initial and ongoing training through multiple options such as live, web-based, and recorded training, as well as having an online help system integrated into the system.
3. Describe your training program; include description of course(s) and any applicable documents.

12. CONTRACT

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

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

INDEMNIFICATION AND INSURANCE

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

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

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

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

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

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

INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

NON-COLLUSION

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

CONFLICT OF INTEREST

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

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

COMPLIANCE WITH LAWS

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

CONTENTS OF PROPOSAL

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

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

"NOTICE"

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

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

and

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

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

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

EFFECTIVE PERIOD OF PROPOSALS

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

EXHIBIT "A"

PROPOSER CERTIFICATION

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

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

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

Proposer Name

By: _____
Name and Title

EXHIBIT "B"

STANDARD INSURANCE PROVISIONS



County of Erie Standard Insurance Certificate

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

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

| | | |
|----------|-------------------------------|-------------|
| PRODUCER | CONTACT NAME | |
| | PHONE (A/C No. Ext) | FAX A/C No. |
| | EMAIL ADDRESS | |
| | PRODUCER CUSTOMER ID # | |
| | INSURER(S) AFFORDING COVERAGE | |
| | NAIC # | |
| INSURED | 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.

| INSUR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|--|--|------------------------------|---------------|-------------------------|-------------------------|---|
| | GENERAL LIABILITY | | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ |
| | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR | | | | | MED EXP (Any one person) \$ |
| | | | | | | PERSONAL & ADV INJURY \$ |
| | | | | | | GENERAL AGGREGATE \$ |
| | | | | | | PRODUCTS COM/OP AGG \$ |
| | | | | | | \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | |
| | | AUTOMOBILE LIABILITY | | | | |
| <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| <input type="checkbox"/> ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| <input type="checkbox"/> SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| <input type="checkbox"/> HIRED AUTOS | | | | | | \$ |
| <input type="checkbox"/> NON-OWNED AUTOS | | | | | | \$ |
| | | | | | | \$ |
| | | | | | | \$ |
| | | | | | | \$ |
| | | | | | | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR | | | | | EACH OCCURRENCE \$ |
| | EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | AGGREGATE \$ |
| | <input type="checkbox"/> DEDUCTIBLE | | | | | \$ |
| | <input type="checkbox"/> RETENTION \$ | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | WC STATU TORY LIMITS <input type="checkbox"/> OTH ER \$ |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> Y/N | N/A | | | E.L. EACH ACCIDENT \$ |
| | If yes describe under DESCRIPTION OF OPERATIONS below | | | | | 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 |
| County of Erie 95 Franklin St Buffalo NY, 14202 | 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 | _____ |

EXHIBIT "B" (cont.)

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.

II. CERTIFICATES OF INSURANCE

A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"

B. Coverage must comply with all specifications of the contract.

C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.

IV. Minimum coverage with limits are as follows:

| Vendor Classification | A Construction and Maintenance | B Purchase or Lease of Merchandise or Equipment | C Professional Services | D Property Leased To Others Or Use Of Facilities Or Grounds | E Concessionaires Services | F Livery Services | G All Purposes Public Entity Contracts |
|--|-----------------------------------|--|----------------------------------|--|----------------------------------|----------------------------------|---|
| Commercial Gen. Liab. | \$1,000,000 per occ. | \$1,000,000 CSL | \$1,000,000 CSL | \$1,000,000 | \$1,000,000 CSL | \$1,000,000 | \$1,000,000 CSL |
| General Aggregate | \$2,000,000 | \$2,000,000 | \$2,000,000 | \$2,000,000 | \$2,000,000 | \$2,000,000 | \$2,000,000 |
| Products Completed Operations Liability | \$2,000,000 | \$2,000,000 | \$2,000,000 | \$2,000,000 | \$2,000,000 | \$2,000,000 | \$2,000,000 |
| Blanket Broad Form Contractual Liability | INCLUDE | | | | | | |
| Contractual Liability | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| Broad Form P.D. | INCLUDE | | | | | | |
| X.C.U. (explosion, collapse, Underground) | INCLUDE | | | | | | |
| | | | | | | | |
| Liquor Law | | | | INCLUDE | INCLUDE | | |
| | | | | | | | |
| Auto Liab. | \$1,000,000 CSL | | \$1,000,000 CSL | \$1,000,000 CSL | \$1,000,000 CSL | \$1,000,000 CSL | \$1,000,000 CSL |
| Owned | INCLUDE | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| Hired | INCLUDE | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| Non-Owned | INCLUDE | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| | | | | | | | |
| Excess/Umbrella Liab. | \$5,000,000 | \$1,000,000 | \$1,000,000 | \$1,000,000 | \$1,000,000 | \$5,000,000 | \$1,000,000 |
| | | | | | | | |
| Worker's Compensation & 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 Project Endorsement CG 25 03 is required.

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

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

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

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

Use Applicable Certificates Below:

Workers Compensation Forms

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

DBL (Disability Benefits Law) Forms

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

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