ERIE COUNTY CLERK'S OFFICE

REQUEST FOR PROPOSAL ("RFP") TO PROVIDE RECORDKEEPING SOFTWARE SERVICES FOR ERIE COUNTY CLERK'S OFFICE

RFP # 2024-023VF

APRIL 10, 2024

MICHAEL P. KEARNS
ERIE COUNTY CLERK
ERIE COUNTY HALL
92 FRANKLIN STREET
BUFFALO, NEW YORK 14202

PLEASE NOTE THE FOLLOWING ON THE OUTSIDE OF ALL SUBMISSIONS:

"SEALED PROPOSAL, ONLY TO BE OPEN BY AUTHORIZED PARTY."

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ERIE COUNTY CLERK
COUNTY OF ERIE, NEW YORK
REQUEST FOR PROPOSALS ("RFP")

RFP # 2024-023VF

TO PROVIDE RECORDKEEPING SOFTWARE SERVICES FOR THE ERIE COUNTY CLERK'S OFFICE

I. INTRODUCTION

The Erie County Clerk's Office (the "Clerk") is currently seeking proposals from qualified firms to supply recordkeeping software services to ensure that the numerous transactions handled by the Clerk each day are properly catalogued and reconciled. Proposers interested in providing this service are invited to respond to this request. It is the Clerk's intent to select the Proposer(s) that provide(s) the best solution for the Clerk's needs.

The Clerk reserves the right to amend this RFP, reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive any irregularities or informalities, if such action is deemed to be in the best interest of the Clerk.

The Clerk reserves the right to request additional information from any Proposer, and to award negotiated contracts subject to approval of the Erie County Legislature.

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

Erie 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.

II. SCOPE OF PROFESSIONAL SERVICES REQUIRED

See **Schedule "A": Scope of Professional Services Required**.

III. FUNDING AND BUDGET

The award is subject to approval by the Erie County Legislature and is also contingent upon availability of funds appropriated for this purpose.

IV. PROPOSAL PROCEDURE

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

Issue RFP:	April 10, 2024
Proposals Due:	May 10, 2024
Interviews (if necessary)	Week of May 20, 2024
Mandatory Pre-Award Conference:	May 30, 2024
Selection made:	Following all necessary County reviews and recommendations
Contract Signed:	Following all necessary County approvals

V. GENERAL PROPOSAL 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 five (5) copies shall be submitted by all proposers. Proposals MUST be signed using the attached **Schedule B: Proposer Certification**. Unsigned proposals will be rejected.

3. Submission of the proposals shall be directed to:

Michael P. Kearns, Erie County Clerk
Erie County Clerk's Office
92 Franklin Street
Buffalo, New York 14202

All proposals must be delivered to the above office on or before May 10, 2024 at 4:00 p.m. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.

PLEASE NOTE THE FOLLOWING ON THE OUTSIDE OF ALL SUBMISSIONS: "SEALED PROPOSAL, ONLY TO BE OPEN BY AUTHORIZED PARTY."

4. Requests for clarification or questions about the RFP must be written and submitted to Michael P. Kearns at the above address, or at kelly.krug@erie.gov, no later than 4:00 p.m. on April 24, 2024. Please include "RFP #2024-023VF" in the Subject line of the email. Formal written responses will be distributed by the County on or before May 1, 2024, by posting them as an addendum to this RFP on the Erie County website, www.erie.gov/purchasing, under "Requests for Proposals & Construction Bids." No communications of any kind will be binding against the County, except for formal written responses to any request for clarification.

5. **A mandatory pre-award conference will be held for the purpose of demonstrating the proposer's software. Example will be presented demonstrating various data entry details and non-standard indexing and fee code decisions that need to be made.**

Date:	**May 30, 2024**
Time:	**11:00 a.m.**
Contact:	**kelly.krug@erie.gov to receive call-in credentials**

6. It is recommended that Respondent companies must have been in business for at least five (5) years.

7. Offshore outsourcing of work will not be allowed for any part of this award.

8. Include relative list of experience and managerial staff to be assigned to this project.

9. Include at least two (2) references from customers for which similar services were provided.

10. 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. Information which the proposer desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.

12. As used in this RFP, the terms "must" or "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful but not mandatory. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most if not all of those requirements. The inability of the proposer to satisfy a "must" or "shall" requirement does not automatically remove the proposer from consideration; however, it may seriously affect the overall rating of the proposal offered.

13. The Proposer must detail its pricing and payment terms in line with the project deliverables and milestone dates. The proposal must provide a detailed breakdown of charges for each service, product, or license. If applicable, the Proposer should provide for multiple pricing options (i.e. enterprise, concurrent users, named users, etc.) and detail each of the options.

14. Certified Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) proposers should include the Erie County certification letter with the proposal.

15. All potential contract-holders shall agree to comply with Erie County Executive Order 13 (2014), and the proposer shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. All contract holders will be required to sign the attached **Schedule "C": Erie County Equal Pay Certification**. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the proposer, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency's compliance with Erie County Executive Order No. 13 (2014). Violation of the provisions of Executive Order 13 (2014), which is attached hereto and made a part hereto and made a part hereof,

can constitute grounds for the immediate termination of a contract, and may constitute grounds for determining that a Proposer is not qualified to participate in future County contracts.

16. If the proposer is a Veteran Owned Business, proposer should include letter indicating company is 51% or more Veteran-owned.

VI. STATEMENT OF RIGHTS AND UNDERSTANDINGS

A. UNDERSTANDINGS

PLEASE TAKE NOTICE, by submission of a proposal in response to this RFP, the proposer agrees to and understands:

1. That any proposal, attachments, additional information, etc. submitted pursuant to this RFP constitutes merely a suggestion to negotiate with the County and is not a proposal under Section 103 of the New York State General Municipal Law;

2. Submission of a proposal, attachments, and additional information shall not entitle the proposer to enter into an agreement with the County for the required services;

3. By submitting a proposal, the proposer agrees and understands that the County is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;

4. 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, 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;

5. Pursuant to General Municipal Law Section 109, the proposer shall be prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of its right, title or interest therein, or its power to execute this contemplated contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract;

6. In addition to the foregoing, by submitting a proposal, the proposer also understands and agrees that the County reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this RFP:

   a. To reject any or all proposals;
   b. To issue amendments to this RFP;
   c. To issue additional solicitations for proposals;
   d. To waive any irregularities or informalities in proposals received after notification to proposers affected;

e. 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;
f. To conduct investigations with respect to the qualifications of each proposer;
g. 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;
h. 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;
i. 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;
j. To interview the proposer(s);
k. To request or obtain additional information the County deems necessary to determine the ability of the proposer; and
l. To modify dates;

7. 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;

8. 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 proposer responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process; and

9. 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.

B. 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:

1. Proposer's demonstrated capability to provide the services;
2. Proposer's ability to complete work in time frame provided;
3. Proposer's experience to perform the proposed services;
4. Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services;
5. Proposer's financial ability to provide the services;
6. Evaluation of the proposer's fee submission. It should be noted that while price is not the only consideration, it is an important one;
7. A determination that the proposer has submitted a complete and responsive proposal as required by this RFP;
8. An evaluation of the proposer's projected approach and plans to meet the requirements of this RFP; and
9. The proposer's presentation at and the overall results of any interview conducted with the proposer.

C. CONTRACT

After selection of the successful proposer, a formal written contract will be prepared by the County 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 COUNTY FOR SUBMISSION TO THE ERIE COUNTY LEGISLATURE. THE APPROVAL OF SAID LEGISLATURE MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.

D. 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 proposer agrees:
> (a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the proposer 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 proposer or third parties under the direction or control of the proposer; 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 applicable insurance coverage (*see* **Schedule "D": Standard Insurance Provisions**). Insurance coverage in amount and form shall not be deemed acceptable until approved by the County Attorney.

E. 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 proposer are to be considered 'works made for hire'. If any of the deliverables do not qualify as "works made for hire", the proposer 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 proposer agrees to assist the County, if required, in

perfecting these rights. The proposer shall provide the County with at least one copy of each deliverable.

The proposer agrees to defend, 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 proposer 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 proposer 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 proposer may retain copies of such records for its own use."

F. 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. The Proposer shall complete and execute the attached **Schedule "E": Non-Collusion Certification**.

G. 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. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) 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.

H. 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.

I. 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."

<u>and</u>

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

J. 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 one hundred eighty (180) days from the proposal date.

SCHEDULE "A"

SCOPE OF PROFESSIONAL SERVICES AND SOFTWARE REQUIRED

A. Project Overview

The County, on behalf of the Erie County's Clerk's office, is procuring an integrated recordkeeping software service that shall be able to support its multi-disciplinary functional needs. The system shall meet the security needs, application laws, standards, and policies of the Erie County Clerk's office.

The final system should be able to handle the numerous transactions in multiple departments handled by the Clerk each day and ensure that they are properly catalogued and reconciled.

B. System Requirements

The County expects the proposer to provide all the software necessary for the system to be fully functioning and integrated at the completion of the integration. The proposed system shall be sized to meet the performance standards for the projected volumes plus a margin for unexpected volume growth. The selected vendor will assume any costs associated with increasing the system capacity as necessary to support the specified volume requirements within a 5-year period after acceptance.

The Proposer will clearly identify what hardware, if any, the County will supply with full and detailed recommended specifications. The Proposer will identify what hardware, if any, the Proposer will supply with full and detailed information regarding costs, specifications, heating and cooling requirements, electrical requirements and warranty/maintenance information. The County is open to a "Cloud" solution, On-Premise solution or hybrid. It is expected that the architecture be thoroughly detailed in the Proposer's response.

C. System Security

The Proposer must supply a system or systems which meet modern information security standards and requirements. Proprietary security methods or solutions with limited compliance to standards may be disqualified if it is determined the solution(s) will not immediately address security and data integrity. Proposer shall describe standards-based security functions and configurations and reveal any use of proprietary standards, or protocols.

D. The Entire System Must Include:

a. The system must include robust standard reports, detailed and summary reports and the ability to build custom ad-hoc reports as needed.
b. The system must be capable of exporting reports and/or data into several file formats including but not limited to PDF, MS Excel and MS Word.

c. View Access to database fields to allow County programmers the ability to create more complicated reports and interfaces.
d. 24 hour, US-based dedicated customer support.

E. Cloud Based Enterprise Records Management Software & Payments Solution System Security Technology

The Proposer must supply a system or systems which meet modern information security standards and requirements which must include an extensive rage of ISO-, HIPAA-, SOC 1/2/3, CJIS, and FedRAMP- certified services that provide end-to-end protection for Land, Court, Pistol Permit and other Official Data infrastructure and applications. Proprietary security methods or solutions with limited compliance to standards may be disqualified if it is determined the solution(s) will not immediately address security and data integrity. Proposer shall describe standards-based security functions and configurations and reveal any use of proprietary standards, or protocols.

It is MANDATORY that the system & Software **MUST** be able to meet all requirements set in **NIST 800-53** including but not limited to:

- The Cloud based Solution MUST be with one of the top cloud providers
- MS Entra ID and 365 support
- Antivirus and malware protection to protect data from threats
- 2-Factor Authentication support to help protect employees' personal and business assets
- Data Encryption to protect data from being stolen, changed, or compromised
- Data Loss prevention (DLP) to prevent unsafe or inappropriate sharing, transfer, or use of sensitive data
- Distributed Denial-of-Service (DDoS) protection and mitigation to stop malicious internet traffic that prevents legitimate users from accessing applications, services, and networks.
- Privileged Access Management to provide time-based and approval-based role activation to mitigate the risks of excessive, unnecessary, or misuse of resources
- Security Monitoring & Vulnerability management whether manual or automated to confirm the availability and performance of websites, servers & applications
- Backup support that matches industry-leading scalability, availability, durability, and security so backups are protected.
- Disaster and Data Recovery support to salvage, retrieve or restore inaccessible, lost, corrupted, damaged or formatted data from storage devices
    - Logical data recovery, to addresses issues due to file corruption, formatting, and accidental deletion
    - Physical data recovery, to address hardware issues like damaged drives or broken components
    - Remote data recovery, to have a process of recovering data via a network connection
    - Disaster recovery, to restore data and systems after natural disasters or catastrophic events
    - Data recovery software & tools to allow file level recovery at anytime

Payments, Accounting & Reporting

It is MANDATORY that the Software **MUST** have a fully comprehensive audit log that tracks all edits to images and index and be fully GAAP Compliant.

- Must be PCI Compliant
- GAAP/GASB Reporting Compliance that support segregation of duties, maintain accurate financial records, and have the ability to conduct periodic audits that help ensure transparency and mitigate the risk of fraud
- Integrated Scalable Payment solutions that support point of sale cashiering, customer accounts for escrow/charge capabilities and back end disbursements.
    - Touchless Credit Card payment acceptance for in person & online transactions
    - Bank transfer & Instant bank transfer
    - SAP support for financial data transfers
    - Shopping cart, check-out, fee handling, billing and receipt management tools
    - Check Scanning
    - "NSF" Check writer Alerts
    - Email receipt, reports and documents from the system
- The system must include robust standard reports, detailed and summary reports and the ability to build custom ad-hoc reports as needed so that data is easy to understand and reconcile.
- The system must be capable of exporting reports and/or data into several file formats including but not limited to PDF, MS Excel and MS Word.
- View Access to database fields to allow County technical staff the ability to create more complicated reports and interfaces.

Recording

- Records Management
    - Flexible fields names, codes and fees
    - Ability to pull data from other Databases to populate index fields
    - Full control of custom Indexing settings per document
    - Controlled document workflow
    - Support recording multiple documents with one transaction with detailed receipt information
    - Flexible and robust Batch Processing for bulk recording
        - NYS Tax Warrants, Satisfactions, Corporations, In Rems, Lis Pendens, etc.
    - Verification module that support keystroke and sight verify
- Image Scanning, Uploading and export
    - Barcode Scanning support (Coversheet)
    - Support scanning paper documents
    - Support digital uploading & exporting of TIFF and PDF file formats
    - Allow automatic and manual image adjustments
    - Allow Bulk Image Imports & Exports
    - Image enhancement tools
- Optical Character Recognition (OCR)
    - Support intelligent indexing

    - Support intelligent redaction
- E-recording for land records
    - Allow strict customizable indexing rules
    - Support Image standard requirements
    - Support major submitters for backend submissions
        - ACH payment support
    - Independent e-recording capability (self-service)
        - Credit Card or other payment support
    - Rejection tracking system
- Electronic Certification & Redaction
    - Provide in house and online document Certification
    - Provide manual image redaction
- Recording Search Access & Reporting
    - Provide advanced search access at public stations in the Clerk Office
    - Auto Schedule reports to be ran & emailed
- NYSCEF support
    - Bi-directional integration into NYSCEF work queues
    - Document stamping capabilities
    - Payment collection & tracking
    - Commitment to work with NYS on future changes
- Permission based user roles
    - Individual & Group permissions
    - Document level permissions
- Completed transaction and document revision history & Audit Trails
- Public Web Access accounts
    - Support all major web browsers
    - Supports mobile devices
    - Allows free & paid accounts for image viewing
        - Shopping cart solution for self help
        - Monthly subscriptions for shopping cart bypass
        - User Account portal to view and report online activity & purchase history
        - Internal Reporting on customer activity
        - Watermark support for image previews
- Fraud Alert Capabilities
    - Allow customers to sign up to monitor for Recorded/verified documents
        - Flexibility to specify which documents & index data are available
        - Ideally this account would be the same as their Public web access
- Historical Index and Large Book support
    - Ability to support old book scans
    - Insert old index
- Pistol Permit records
    - Flexible indexing data fields
    - Register, co-register & removal of firearms
    - Card Printing support
    - NYS Amendment support and tracking
    - Allow Custom record notations & Status tracking

    - Maintain permit history even after changes
    - Full audit tracking capabilities of any and all changes done to a permit
    - Batch options for bulk tasks, like co-registering all weapons from one permit to another
    - Checklist support for tracking Application processing
    - Barcode scanning support for tracking an application
    - Capable of API integration for email ticket notification
    - Online secure law enforcement access
- Veterans program
    - Ability to log and track qualified Veterans who participate in our program
    - Ability to log and track businesses who participate in our program
    - Support Printing of an ID Card
    - Support exporting reports and/or data into several file formats including but not limited to PDF, MS Excel and MS Word.
- Passport Module

Training, Documentation & System Updates

- Access to training must be made readily available
- Documentations always maintained and updated
- Regular Software updates and enhancements
- Built in office manual for immediate reference
- Test Environment

SCHEDULE "B"

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

SCHEDULE "C"

ERIE COUNTY EQUAL PAY CERTIFICATION

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together "Equal Pay Law"). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a Proposer is not qualified to participate in future County contracts.

We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law.

_____
Signature

Verification
STATE OF _____)
COUNTY OF _____) SS:

A)
_____, being duly sworn, states he or she is the owner of (or a partner in) _____, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B)
_____, being duly sworn, states that he or she is the _____, of _____, the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this ____
day of _____, 2024.

_____

SCHEDULE "D"

STANDARD INSURANCE PROVISIONS

LAW-1-INS (Rev. 3/12)

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	☐ HIRED AUTOS							$
	☐ NON-OWNED AUTOS							$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DEDUCTIBLE							$
	☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? **(Mandatory in NH)** If yes describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	DO NOT USE FOR WORKER'S COMP. FORM C-105., U-26.3, SI-12 OR CE-200 REQUIRED			WC STATUTORY LIMITS ☐ 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**
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

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

I. Insurance shall be procured and certificates delivered before commencement of work or delivery or 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	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
& Employer's Liability							
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			$5,000,000				
Erie County To Be Named Add'l Insd.	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

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

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

VII. Designated Construction Project General Aggregate Limit Per 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 "E"

NON-COLLUSION CERTIFICATION

By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices of this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and

3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

_____
Proposer's Name

_____
Signature Date

Print:

Name: _____

Title: _____