



# ERIE COUNTY

REQUEST FOR PROPOSAL (RFP)

TO PROVIDE

*GOLF COURSE TEE TIME AND CUSTOMER SERVICE SOFTWARE*

RFP# 2024-033VF

July 2024

Erie County Department of Parks, Recreation & Forestry  
Edward A. Rath County Office Building  
95 Franklin Street, Room 1260  
Buffalo, NY 14202

**COUNTY OF ERIE, NEW YORK**  
**REQUEST FOR PROPOSAL (“RFP”)**  
**RFP# 2024-033VF**

**TO PROVIDE:** Golf Course Tee Time and Customer Service Software

**I. INTRODUCTION**

The County of Erie, New York (the “County”) is currently seeking proposals from qualified companies to provide Golf Course Tee Time and Customer Service Software for our two County-owned golf courses and pass holders.

It is the County's intent to select the Proposer that provides the best solution for the County's needs. 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 informalities, 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.

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.

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.

**II. PROPOSAL PROCEDURES**

**ANTICIPATED SCHEDULE OF PROPOSAL**

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

Issue RFP: Wednesday, July 3, 2024  
Questions Due: Wednesday, July 17, 2024 by 4:00pm  
Proposals Due: Wednesday, July 31, 2024 by 2:00pm

### III. 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 shall be submitted. Proposals MUST include a signed Proposer Certification (Exhibit "A"). Proposals without a signed certification will be rejected.
3. Submission of the proposals shall be directed to:

**Kate Hilliman, Deputy Commissioner – Recreation  
Dept. of Parks, Recreation & Forestry  
95 Franklin Street – Room 1260  
Buffalo, New York 14202**

4. Requests for clarification of this RFP must be written and submitted to Jackie Todorov at [Jacqueline.Todorov@Erie.Gov](mailto:Jacqueline.Todorov@Erie.Gov) no later than Wednesday, July 17, 2024, at 4:00pm.
5. All proposals must be delivered to the above office on or before July 31, 2024, at 2:00 p.m. **Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.**
6. Proposers may be required to give an oral presentation or software demonstration to the County to clarify or elaborate on the written proposal. Those proposers will be notified to arrange specific times.
7. 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.

8. All proposers submitting proposals must include a cost proposal in a separate sealed envelope clearly labeled with the proposer name, due date of proposal, proposal name and Cost Proposal.

#### **IV. SCOPE OF SERVICES**

See Exhibit "B"

#### **V. STATEMENT OF RIGHTS**

##### **A. 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 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 (if required), 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);<sup>2</sup> To request or obtain additional information the County deems necessary to determine the ability of the proposer;
- To modify dates;

All proposals prepared in response to this RFP are at the sole expense of the proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;

While this is a RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;

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**

Evaluation criteria are not necessarily listed in order of importance. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate.

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.

## **VI. PROPOSAL**

Proposals shall be in writing. Proposal format may vary, provided it includes a comprehensive description of how software meets all required specifications and features outlined in **Exhibit "B"**.

## **VII. SELECTION**

All Proposals, timely received and complete, will be evaluated and ranked by a selection committee comprised of staff from Erie County. The evaluation is based on the Written Proposals using a numerical score sheet. Interviews or demonstrations are generally not conducted, but may be called where determined to be appropriate for the evaluation.

## **VIII. CONTRACT**

After selection of the successful proposer, a formal written agreement 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 COUNTY 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.

**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 that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Consultant shall defend, indemnify and hold harmless the County, its officers, employees, and agents from and against the Consultant's proportional share of liability, damage, claim, demand, cost, judgment, fee, attorneys' fees, or loss which the County may sustain, be subject to, or be caused to incur because of or as a result of (a) any wrongful act, error, or omission of the Consultant or third-parties under the direction or control of the Consultant; or (b) any willful misconduct of the Consultant or third parties under the direction or control of the Consultant; or (c) any infringement of any claimed copyright or patent right of designs, plans, drawings, or specifications furnished by the Consultant or its sub-consultant. Nothing contained herein shall create or give to third parties any claim or right of action against the County or the Consultant beyond such as may legally exist without regard to this provision.

Upon execution of any contract between the proposer and the County, the proposer will be required to provide proof of the insurance coverage as described in Schedule A.

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

**IX. MISCELLANEOUS PROVISIONS**

**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 Consultant hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Consultant agrees to assist the County, if required, in perfecting these rights.

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

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

**NON-COLLUSION**

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

**CONFLICT OF INTEREST**

All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County of Erie. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates. - 9 - 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 which 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.

**ERIE COUNTY DEPARTMENT PARKS, RECREATION & FORESTRY**

**RFP COVERSHEET**

RFP# 2024-033VF: Golf Course Tee Time and Customer Service Software

Please provide attachment if more space needed.

Owner Name:	
Contact Person:	
Mailing Address:	
Phone Number:	
Email:	
Website:	
Federal Employer ID# (FEIN):	
Is agency debarred/suspended from receiving funds/doing business with the Federal government?	
Please provide DUNS #, if available:	
Is agency a Certified Minority Business Enterprise/ Women's Business Enterprise (MBE/WBE)?	Please provide the Erie County MBE/WBE Certification letter as attachment
Is agency a Veteran-Owned Business?	Please provide the letter indicating their company is 51% or more veteran-owned as attachment
Name, title, and department of any employee or officer who was an employee or officer of Erie County within the 12 months immediately prior to the proposal:	
List of all prime and subcontractors that your agency does business with:	

**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, Erie County Fiscal Stability Authority and/or 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 \_\_\_\_\_

Name and Title \_\_\_\_\_

## EXHIBIT “B”

### Software Specifications

The Erie County Department of Parks, Recreation & Forestry (“Erie County Parks”) owns and operates two (2) public golf courses: Elma Meadows Golf Course and Grover Cleveland Golf Course, which operate during the approximate months of April – November. Erie County Parks offers tee times to leagues, tournaments, general public, and pass holders. Currently, Erie County Parks golf courses have approximately 1,000 active pass holders. Erie County Parks seeks to upgrade its current online tee time and passholder management software.

#### Tee-Time Booking and Management System

- Cloud-based technology available at multiple workstations
- Tee-sheet management with online booking
- Fully customizable
- Tournament, League, Member/Pass Holder tools
- Side-by-side view for viewing and managing multiple golf courses as well as multiple tee sheets in one screen
- Ability to monitor pace of play

#### Member/Pass Holder Management

- Membership system to accommodate set up of different types of annual golf passes
- Ability for pass holder to manage and customize personal account, save credit card, renew annual pass, update contact information, opt-in/out of emails, etc.
- Pass holder / user support and training tools, including phone number, chat tool, and online resources
- Pass holder data migration from prior software
- Online pass renewal

#### Point-of-Sale / Inventory Management

- Point-of-sale and inventory management

#### Integrated Marketing Tools

- Integrated email, marketing, and SMS messaging capabilities for day-of messaging as well as regular weekly or monthly marketing

#### Customer Support – For Users and Client/Administrators

- Online resource library
- Cloud-based chat support
- Support phone number

### Accounting and Data Management

- Open API for integration with and by existing third-party credit card processor
- Comprehensive reporting available for all data, including accounting data, tee time data, rounds, inventory, sales, Z-reports, pass holders, etc.

### Interface

- Desktop and Mobile Applications

### Billing/Invoicing

- Ability to accept a Purchase Order
- Ability to bill by invoice and be paid by check
- Costs must be provided by month
- Tiered/scaffolded pricing to reflect variety of software feature options

## **SECURITY AND PRIVACY CONTROL REQUIREMENTS**

Through policy, Erie County CIO has determined that Erie County shall follow the National Institute of Standards and Technology (NIST) security. Any personally identifiable information from the system that is used by or available to the contractor, its employees, its subcontractors, and the employees of its subcontractors must be kept confidential and data shall only be shared in accordance with applicable interconnection security agreements, business associate agreements, computer matching agreements, and/or privacy protection agreements. The Offeror must comply with all requirements, as provided in the current revision of the NIST SP 800-53, for a moderate impact system, and must provide annual assurance of such compliance.

The Offeror shall describe in detail how the proposed system can or cannot meet each of the security and system integrity requirements as referenced below:

- 3.1 The Offeror shall describe in detail your company's relevant experience relating to the services/products requested in this RFP.
- 3.2 The Offeror shall create and maintain a formal system security plan that complies with all NIST SP 800-53 security requirements relating to a moderate impact system that, at a minimum:
  - 3.2.1 Is consistent with Erie County
  - 3.2.2 Explicitly defines the authorization boundary for the system;
  - 3.2.3 Describes the operational context of the information system in terms of mission and business processes;
  - 3.2.4 Provides the security categorization of the information system, as established by Erie County, including supporting rationale;

- 3.2.5 Describes the operational environment for the informational system and relationships with or connection to other information systems;
  - 3.2.6 Provides an overview of the security requirements for the system;
  - 3.2.7 Identifies any relevant overlays, if applicable;
  - 3.2.8 Identifies any specific statutory and/or regulatory requirements (above and beyond the requirements stated in the current version of the NIST SP 800-53 Moderate Baseline Controls), if applicable;
  - 3.2.9 Describes the security controls in place or planned for meeting those requirements including a rationale for the tailoring and supplementation decisions;
  - 3.2.10 Is accepted by the authorizing official or designated representative prior to plan implementation;
  - 3.2.11 Is distributed to appropriate personnel;
  - 3.2.12 Is reviewed and updated, at least annually, or whenever changes to the information system/environment of operation occur; and
  - 3.2.13 Is protected from unauthorized disclosure and modification.
  - 3.2.14 Describes in detail the process and plans to update the application to stay current with platforms and infrastructure, including patch and vulnerability management strategies.
- 3.3 The Offeror shall describe identification and authentication requirements for the system and describe integration with Erie County network technologies. If the proposed system is to be hosted outside of Erie County network access control can be used through [specific mechanism or technology to be specified by the Offeror]
- 3.4 The Offeror shall describe the process used to notify customers of application downtime for both planned and unplanned outages.
- 3.5 The Offeror shall describe in detail if the proposed system utilizes remote access for management of the system. Offeror must describe plans to use enterprise approved mechanisms for remote access.
- 3.6 The Offeror shall describe in detail the proposed solution's ability to support Federal Information Processing Standards (FIPS) 140-2 compliant encryption.
- 3.7 The Offeror shall provide in detail a security incident response plan.
- 3.7.1 The Offeror must report security incidents that occur on the Department of Parks information systems that may affect [agency] or Erie County systems to the Department of Parks Chief Information Officer OR the designee as directed by the Department of Parks within 24 hours of discovery.
  - 3.7.2 The Offeror must describe, in detail, incident reporting processes and how an incident will be communicated to customers during an incident.

- 3.8 The Offeror shall provide, in detail, a disaster recovery plan addressing the intended recovery efforts for the proposed system and data.
- 3.9 The Offeror shall describe, in detail, auditable events to be employed that would support after-the-fact investigations of security incidents, ensure that audit logs are retained for 3 years and be made available upon request to Erie County or investigators. Audit logs must establish the type of event that occurred, when the event occurred, where the event occurred, the source of the event, the outcome of the event, and the identity of any individuals or subjects associated with the event.
- 3.10 The Offeror shall provide for inspections, by personnel, Erie County designee, or regulatory bodies and provide access to information and the environment, upon receiving a reasonable request from Erie County.
- 3.11 The Offeror shall provide annual security awareness and applicable role-based training to all concerned staff members.
- 3.11.1 The Offeror shall provide the Contract Liaison with a description and proof of completion of the security training given to the offerors staff that have direct or indirect access to the proposed system.
- 3.12 The Offeror shall provide an overview of security practices of the Offeror regarding secure application development.
- 3.13 The Offeror shall provide administrator documentation for the information system, system component, or information system service that describes:
- 3.13.1 Secure configuration, installation, and operation of the system, component, or service;
- 3.13.2 Effective use and maintenance of security functions/mechanisms; and
- 3.13.3 Known vulnerabilities regarding configuration and use of administrative (i.e., privileged) functions.
- 3.14 The Offeror shall provide user documentation for the information system, system component, or information system service that describes:
- 3.14.1 User-accessible security functions/mechanisms and how to effectively use those security functions/mechanisms;
- 3.14.2 Methods for user interaction, which enables individuals to use the system, component, or service in a more secure manner; and
- 3.14.3 User responsibilities in maintaining the security of the system, component, or service.

The Offeror shall describe in detail how the proposed system can or cannot meet each of the **Privacy** requirements, as referenced below.



- 3.15 The system shall provide and the Offeror must document privacy protections that include:
- 3.15.1 Statements of purpose for the collection of personally identifiable information;
  - 3.15.2 Data quality and integrity checks that provide for validation and verification of personally identifiable information;
  - 3.15.3 Data minimization and retention checks that ensure personally identifiable information collected, used, and retained is relevant and necessary for the purpose for which it was originally collected.
  - 3.15.4 Information about location of data storage, addressing requirements to keep all data in the United States.
  - 3.15.5 Data collected by proposed system will remain under the ownership of Erie County, and will be made available on request by Erie County Department of Parks or termination of contract.
  - 3.15.6 The Offeror will not copy any Erie County data obtained while performing services under this RFP to any media, including hard drives, flash drives, or other electronic devices, other than as expressly approved by Erie County Department of Parks.
  - 3.15.7 The Offeror shall return all data that is the property of Erie County in a format specified by Erie County.
  - 3.15.8 The Offeror shall return all data to Erie County upon completion or termination of the contract.
  - 3.15.9 The Offeror shall return all sensitive information received from Erie County or created/received by Offeror on behalf of Erie County in a manner that is documented and consistent with Erie County policy on sanitization of information system media (both digital and non-digital), with sanitization mechanisms that are commensurate with the classification or sensitivity of that information.
  - 3.15.10 If Erie County agrees that return or destruction of confidential information is infeasible; Offeror shall extend the protections of this RFP and or subsequent contract to such confidential information and limit further uses and disclosures of such confidential information to those purposes that make the return or destruction infeasible, for so long as Offeror maintains such confidential information.
- 3.16 The Offeror shall provide notice of a loss or suspected loss of privacy data to the Erie County Chief Information Officer, or designee as directed by the agency, within 24 hours of loss or suspected loss.

(For Informational Purposes Only)

**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 bidder 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 Name of Corporate Officer \_\_\_\_\_ of \_\_\_\_\_, Title of Corporate Officer Name of Corporation 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 \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

# Schedule A

Instructions for the Standard Insurance Certificate

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

- II. Coverage for the Insured's Property
  - A. Coverage for property owned, leased, or otherwise controlled by the insured at the time of loss.
  - B. Coverage for property in the custody, care, or control of others.
  - C. Coverage for property of others.
- III. Coverage for the Insured's Liability
  - A. Coverage for the insured's liability for bodily injury and property damage.
  - B. Coverage for the insured's liability for personal and advertising injury.
  - C. Coverage for the insured's liability for products and completed operations.

**IV. Minimum coverage with limits are as follows:**

Code	Insured's Name	Address	City	State	Zip	NAIC Class	NAIC Code	NAIC Description
1	ABC COMPANY	123 Main St	New York	NY	10001	8000	8000	General Liability
2	DEF COMPANY	456 Elm St	Los Angeles	CA	90001	8000	8000	General Liability
3	GHI COMPANY	789 Oak St	Chicago	IL	60601	8000	8000	General Liability
4	JKL COMPANY	101 Pine St	San Francisco	CA	94101	8000	8000	General Liability
5	MNO COMPANY	202 Cedar St	Seattle	WA	98101	8000	8000	General Liability
6	PQR COMPANY	303 Birch St	Portland	OR	97201	8000	8000	General Liability
7	STU COMPANY	404 Spruce St	Denver	CO	80201	8000	8000	General Liability
8	VWX COMPANY	505 Willow St	Phoenix	AZ	85001	8000	8000	General Liability
9	YZA COMPANY	606 Ash St	San Diego	CA	92101	8000	8000	General Liability
10	BCD COMPANY	707 Hickory St	San Antonio	TX	78201	8000	8000	General Liability
11	EFG COMPANY	808 Maple St	San Jose	CA	95101	8000	8000	General Liability
12	HIJ COMPANY	909 Poplar St	San Luis Obispo	CA	93401	8000	8000	General Liability
13	KLM COMPANY	1010 Walnut St	Stockton	CA	95201	8000	8000	General Liability
14	NOP COMPANY	1111 Chestnut St	Stockton	CA	95201	8000	8000	General Liability
15	QRS COMPANY	1212 Elm St	Stockton	CA	95201	8000	8000	General Liability
16	TUV COMPANY	1313 Oak St	Stockton	CA	95201	8000	8000	General Liability
17	WXY COMPANY	1414 Pine St	Stockton	CA	95201	8000	8000	General Liability
18	ZAB COMPANY	1515 Cedar St	Stockton	CA	95201	8000	8000	General Liability
19	BCD COMPANY	1616 Birch St	Stockton	CA	95201	8000	8000	General Liability
20	EFG COMPANY	1717 Spruce St	Stockton	CA	95201	8000	8000	General Liability
21	HIJ COMPANY	1818 Willow St	Stockton	CA	95201	8000	8000	General Liability
22	KLM COMPANY	1919 Poplar St	Stockton	CA	95201	8000	8000	General Liability
23	NOP COMPANY	2020 Walnut St	Stockton	CA	95201	8000	8000	General Liability
24	QRS COMPANY	2121 Chestnut St	Stockton	CA	95201	8000	8000	General Liability
25	TUV COMPANY	2222 Elm St	Stockton	CA	95201	8000	8000	General Liability
26	WXY COMPANY	2323 Oak St	Stockton	CA	95201	8000	8000	General Liability
27	ZAB COMPANY	2424 Pine St	Stockton	CA	95201	8000	8000	General Liability
28	BCD COMPANY	2525 Cedar St	Stockton	CA	95201	8000	8000	General Liability
29	EFG COMPANY	2626 Birch St	Stockton	CA	95201	8000	8000	General Liability
30	HIJ COMPANY	2727 Spruce St	Stockton	CA	95201	8000	8000	General Liability
31	KLM COMPANY	2828 Willow St	Stockton	CA	95201	8000	8000	General Liability
32	NOP COMPANY	2929 Poplar St	Stockton	CA	95201	8000	8000	General Liability
33	QRS COMPANY	3030 Walnut St	Stockton	CA	95201	8000	8000	General Liability
34	TUV COMPANY	3131 Chestnut St	Stockton	CA	95201	8000	8000	General Liability
35	WXY COMPANY	3232 Elm St	Stockton	CA	95201	8000	8000	General Liability
36	ZAB COMPANY	3333 Oak St	Stockton	CA	95201	8000	8000	General Liability
37	BCD COMPANY	3434 Pine St	Stockton	CA	95201	8000	8000	General Liability
38	EFG COMPANY	3535 Cedar St	Stockton	CA	95201	8000	8000	General Liability
39	HIJ COMPANY	3636 Birch St	Stockton	CA	95201	8000	8000	General Liability
40	KLM COMPANY	3737 Spruce St	Stockton	CA	95201	8000	8000	General Liability
41	NOP COMPANY	3838 Willow St	Stockton	CA	95201	8000	8000	General Liability
42	QRS COMPANY	3939 Poplar St	Stockton	CA	95201	8000	8000	General Liability
43	TUV COMPANY	4040 Walnut St	Stockton	CA	95201	8000	8000	General Liability
44	WXY COMPANY	4141 Chestnut St	Stockton	CA	95201	8000	8000	General Liability
45	ZAB COMPANY	4242 Elm St	Stockton	CA	95201	8000	8000	General Liability
46	BCD COMPANY	4343 Oak St	Stockton	CA	95201	8000	8000	General Liability
47	EFG COMPANY	4444 Pine St	Stockton	CA	95201	8000	8000	General Liability
48	HIJ COMPANY	4545 Cedar St	Stockton	CA	95201	8000	8000	General Liability
49	KLM COMPANY	4646 Birch St	Stockton	CA	95201	8000	8000	General Liability
50	NOP COMPANY	4747 Spruce St	Stockton	CA	95201	8000	8000	General Liability
51	QRS COMPANY	4848 Willow St	Stockton	CA	95201	8000	8000	General Liability
52	TUV COMPANY	4949 Poplar St	Stockton	CA	95201	8000	8000	General Liability
53	WXY COMPANY	5050 Walnut St	Stockton	CA	95201	8000	8000	General Liability
54	ZAB COMPANY	5151 Chestnut St	Stockton	CA	95201	8000	8000	General Liability
55	BCD COMPANY	5252 Elm St	Stockton	CA	95201	8000	8000	General Liability
56	EFG COMPANY	5353 Oak St	Stockton	CA	95201	8000	8000	General Liability
57	HIJ COMPANY	5454 Pine St	Stockton	CA	95201	8000	8000	General Liability
58	KLM COMPANY	5555 Cedar St	Stockton	CA	95201	8000	8000	General Liability
59	NOP COMPANY	5656 Birch St	Stockton	CA	95201	8000	8000	General Liability
60	QRS COMPANY	5757 Spruce St	Stockton	CA	95201	8000	8000	General Liability
61	TUV COMPANY	5858 Willow St	Stockton	CA	95201	8000	8000	General Liability
62	WXY COMPANY	5959 Poplar St	Stockton	CA	95201	8000	8000	General Liability
63	ZAB COMPANY	6060 Walnut St	Stockton	CA	95201	8000	8000	General Liability
64	BCD COMPANY	6161 Chestnut St	Stockton	CA	95201	8000	8000	General Liability
65	EFG COMPANY	6262 Elm St	Stockton	CA	95201	8000	8000	General Liability
66	HIJ COMPANY	6363 Oak St	Stockton	CA	95201	8000	8000	General Liability
67	KLM COMPANY	6464 Pine St	Stockton	CA	95201	8000	8000	General Liability
68	NOP COMPANY	6565 Cedar St	Stockton	CA	95201	8000	8000	General Liability
69	QRS COMPANY	6666 Birch St	Stockton	CA	95201	8000	8000	General Liability
70	TUV COMPANY	6767 Spruce St	Stockton	CA	95201	8000	8000	General Liability
71	WXY COMPANY	6868 Willow St	Stockton	CA	95201	8000	8000	General Liability
72	ZAB COMPANY	6969 Poplar St	Stockton	CA	95201	8000	8000	General Liability
73	BCD COMPANY	7070 Walnut St	Stockton	CA	95201	8000	8000	General Liability
74	EFG COMPANY	7171 Chestnut St	Stockton	CA	95201	8000	8000	General Liability
75	HIJ COMPANY	7272 Elm St	Stockton	CA	95201	8000	8000	General Liability
76	KLM COMPANY	7373 Oak St	Stockton	CA	95201	8000	8000	General Liability
77	NOP COMPANY	7474 Pine St	Stockton	CA	95201	8000	8000	General Liability
78	QRS COMPANY	7575 Cedar St	Stockton	CA	95201	8000	8000	General Liability
79	TUV COMPANY	7676 Birch St	Stockton	CA	95201	8000	8000	General Liability
80	WXY COMPANY	7777 Spruce St	Stockton	CA	95201	8000	8000	General Liability
81	ZAB COMPANY	7878 Willow St	Stockton	CA	95201	8000	8000	General Liability
82	BCD COMPANY	7979 Poplar St	Stockton	CA	95201	8000	8000	General Liability
83	EFG COMPANY	8080 Walnut St	Stockton	CA	95201	8000	8000	General Liability
84	HIJ COMPANY	8181 Chestnut St	Stockton	CA	95201	8000	8000	General Liability
85	KLM COMPANY	8282 Elm St	Stockton	CA	95201	8000	8000	General Liability
86	NOP COMPANY	8383 Oak St	Stockton	CA	95201	8000	8000	General Liability
87	QRS COMPANY	8484 Pine St	Stockton	CA	95201	8000	8000	General Liability
88	TUV COMPANY	8585 Cedar St	Stockton	CA	95201	8000	8000	General Liability
89	WXY COMPANY	8686 Birch St	Stockton	CA	95201	8000	8000	General Liability
90	ZAB COMPANY	8787 Spruce St	Stockton	CA	95201	8000	8000	General Liability
91	BCD COMPANY	8888 Willow St	Stockton	CA	95201	8000	8000	General Liability
92	EFG COMPANY	8989 Poplar St	Stockton	CA	95201	8000	8000	General Liability
93	HIJ COMPANY	9090 Walnut St	Stockton	CA	95201	8000	8000	General Liability
94	KLM COMPANY	9191 Chestnut St	Stockton	CA	95201	8000	8000	General Liability
95	NOP COMPANY	9292 Elm St	Stockton	CA	95201	8000	8000	General Liability
96	QRS COMPANY	9393 Oak St	Stockton	CA	95201	8000	8000	General Liability
97	TUV COMPANY	9494 Pine St	Stockton	CA	95201	8000	8000	General Liability
98	WXY COMPANY	9595 Cedar St	Stockton	CA	95201	8000	8000	General Liability
99	ZAB COMPANY	9696 Birch St	Stockton	CA	95201	8000	8000	General Liability
100	BCD COMPANY	9797 Spruce St	Stockton	CA	95201	8000	8000	General Liability

- 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 of a loss, the insured shall be responsible for the cost of defense attorneys' fees, including reasonable expenses for investigation, preparation, and presentation of the defense.
- IX. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.
- X. Work on a construction site requires the insured to maintain liability coverage for the duration of the project.
- XI. The insured shall maintain liability coverage for the duration of the project.