



ERIE COUNTY

REQUEST FOR PROPOSAL (RFP)

SECURING THE INSTALLATION, IMPLEMENTATION, SUPPORT,
AND MAINTENANCE OF A QUALIFIED FIRM TO REPLACE THE
EXISTING TAX COLLECTION AND PAYMENT SOFTWARE FOR
ERIE County of Erie

RFP #2025-029VF

2025

Scott A. Bylewski, Esq.
Director of Real Property Tax Services for Erie County, NY
EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET
BUFFALO, NEW YORK 14202

COUNTY OF ERIE, NEW YORK
REQUEST FOR PROPOSALS (“RFP”)

RFP #2025

**SECURING THE INSTALLATION, IMPLEMENTATION, SUPPORT, AND MAINTENANCE OF
A QUALIFIED FIRM TO REPLACE THE EXISTING TAX COLLECTION AND PAYMENT
SOFTWARE FOR**

I. INTRODUCTION

The County of Erie, New York (the “County”) is currently seeking to replace its current Tax Collection Software MS Govern, going forward which will be referred to as Govern. We will require demonstrations of said tax collection software, extensive implementation and consultative services, data conversion from our current Govern tax collection software to the replacement tax collection software, pre-configured reports, and the ability to run reports on any of the data contained within as well as sufficient training and support for all users to ensure the replacement software is successful and minimizes the impact to taxpayers of Erie County. The goal also is to ensure smoother communication and transition between the collection periods of the various cities, towns and villages within the County of Erie when their collection period ends to when the uncollected taxes are reported to the County of Erie and the tax collection software for

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 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.

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 class protected by New York State and Federal laws.

II. PROPOSAL PROCEDURES

A. 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:	March 25, 2025
Optional Pre-Proposal Meeting:	NA
Proposals Due:	April 25 2025
Selection Made:	Upon appropriate review

Contract Signed:

Following all necessary County approvals

B. GENERAL REQUIREMENTS

1. Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation.
2. One (1) original and five (5) copies shall be submitted. Proposals MUST be signed. Unsigned proposals will be rejected.
3. Submission of the proposals shall be directed to:

Scott A. Bylewski, Esq.
Director of Real Property Tax Services for Erie County, NY
EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET
BUFFALO, NEW YORK 14202

All proposals must be delivered to the above office on or before April 25, 2025 at 12:00 p.m. Proposals received after the above date and time will not be considered. It is agreed and understood that the County shall be under no obligation to return proposals.

4. Requests for clarification of this RFP must be written and submitted to

Scott A. Bylewski, Esq.
Director of Real Property Tax Services for Erie County, NY
EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET
BUFFALO, NEW YORK 14202

no later than 12:00 p.m. on April 18, 2025. Formal written responses will be distributed by the County on or before April 22, 2025. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.

5. Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Those Proposers will be notified to arrange specific times.
6. No proposal will be accepted from, nor any agreement awarded to, any Proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any Proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.
7. Certified Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) Proposers should include the Erie County certification letter with the proposal.

8. If Proposer is a Veteran Owned Business, Proposer should include a letter indicating company is 51% or more Veteran-Owned.
9. No Optional Pre-Proposal meeting which will held.

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 (“TAX COLLECTION AND PAYMENT SOFTWARE RFP #2025-029VF”) and Cost Proposal.

III. SCOPE OF PROFESSIONAL SERVICES REQUIRED

The Proposer must, at a minimum, be qualified to perform or provide the following operational and technical requirements:

Operational User Requirements:

1. The system must have the ability to communicate with or upload/download to Erie County’s financial software, currently SAP.
2. The system must have the ability to take payments and differentiate between the following types of payments:
 - County Taxes - Cycle 1 Tax Bills
 - School Taxes – Cycle 2 Tax Bills
 - Corporate Taxes – Cycle 4 Tax Bills
 - Mall Taxes – Cycle 8 Tax Bills
 - Erie County IDA (Pilot) Taxes – Cycles 9, O & Q Tax Bills
 - IN REM Fees – Cycle A, not actual Tax Bills
 - There are additional items such as NSF Fees as well as Bankruptcy codes.
3. The system must be able to process cash/credit/check/money order/lockbox payments.
4. The system must have the ability to make adjustments and abatements to properties, as well as display the user, the date & time, the amount, and the reason for each transaction. Also, accompanying reports need to be provided by the system.
5. The system must be able to automatically pay several years’ worth of taxes from one check. The system must also provide the total owed, the outstanding balance, and any change owed to the payor.
 - a. For example, a taxpayer presents one check, and the system automatically starts at the earliest year that taxes are owed for the property, deducts that years’ total tax amount (interest + fees + taxes owed) to get a new balance, then applies that new balance to the next earliest year that taxes are owed, till all monies have been applied to that property’s taxes.
6. The system must be able to display different amounts of taxes owed (interest + fees + taxes owed) when the user enters a different “pay-off” date into the system.

7. The system must be able to provide note fields that can be read by all County users.
8. The system must be able to update existing parcels with updated in rem #s, codes, or serial numbers via an excel upload.
9. The system must be able to track when a property has been split, which occurs when a town divides an SBL (the “parent”) into 2 or more SBLs (the “children”), possibly due to the selling of the “parent” SBL. Currently, when a town returns a “child” SBL to the County in its tax rolls, there is no way to see the original (“parent”) SBL, the date the property was split, merged, nor the reason.
10. The system must be able to create and provide tax bills and batched receipts, such as when a corporate entity provides a large check for thousands of properties. A user should be able to run a report for that corporate entity that will print out all needed receipts.
11. The system must be able to process Lockbox payments from a .txt or .csv file that contains SBLs, payment amounts, and payment dates provided by our banking lockbox processor.
12. The system must have reporting functions, including but not limited to the following:
 - a) AR Summary for all AR
 - b) AR summary year end
 - c) Unpaid Pilot report
 - d) Adjustment report that includes the property, amount, the reason for the adjustment, as well as the notes of why the adjustment was completed.
13. The system must be able to indicate on the parcel record that more than 1 tax bill has been sent for any parcel, and it must also indicate the name and address of the recipient as well as the reason that any extra tax bills were sent.
14. The system must have the ability for property owners to pay multiple properties at one point in time where our staff can put in the check total and check all the properties that the taxpayer wants to pay with that check and the system must then provide the total owed, the outstanding balance, and any change owed to the payor.
15. The system must be able to load .csv or .xls files that contain numerous payments for multiple properties. The worksheets would contain SBLs, payment amounts, and property address for each property.
16. (New) The system must have the potential to scan multiple bill stubs (which each contain a bar code) and then be paid by a single check.
17. (New) Segmentation of Tax Areas (this would need to be implemented with the idea of adding various Erie County municipalities to this system).
 - a. For the 1st part of the year, if we have town involvement, there needs to be a way for the software to restrict access to an area to only certain users.
 - i. For example, we only want Clarence tax staff to have the ability to access Clarence tax data, not any workers from any other municipality.
 - b. For the 2nd part of the year, if we have town involvement, there needs to be a way for the software to allow County workers to have full access with edit

permissions to all tax data, while also removing all edit permissions from all other users.

- i. This could be accomplished by either “dropping” the restrictive access for all County workers or moving all tax data to a “master” file which would only be accessible by County workers.

18. Capture of Town Services – including but not limited to dog licenses and fishing licenses.

19. Segmentation of Tax Areas –

- a. For the 1st part of the year, if we have town involvement, there needs to be a way for the software to restrict access to an area to only certain users.
 - i. For example, we only want Clarence tax staff to have the ability to access Clarence tax data, not any workers from any other municipality.
- b. For the 2nd part of the year, if we have town involvement, there needs to be a way for the software to allow County workers to have full access with edit permissions to all tax data, while also removing all edit permissions from all other users.

20. Future ability: The system must be compatible with Kiosk self-payment station, incorporate AI features and updates if necessary.

21. The system must be able to provide access taxpayer data via web page in a user-friendly way, so taxpayers can search for parcels, make payments and print bills, while ensuring that the data is secure and cannot be compromised.

Technical Requirements:

- The system needs to provide a minimum of 15 licenses to a maximum or possibly 100 licenses.
- The system needs to have both a Live system & server and a Test system & server.
- The technical staff need the ability to run backups of the Live database daily.
- The technical staff need the ability to restore backups to the test system.
- The application needs to have an online site with three functions
 - Parcel Search
 - Online Payment Site
 - Tax Inquiry
- The online payment system needs to connect to our 3rd party payment website -OR- if online payment processing is included, then that transaction data needs to be able to be sent to the bank each day.
- If online payments are not “real-time,” then we will need a batch process to compute new balances on each day.

1. Currently we use a manual function – “Compute Balance As Of”, which is NOT ideal.
- In the batch “load process”, the load should only occur if a duplicate load has not already occurred. Else, we need a way to remove loaded data. Currently, in Govern, we upload payments using a Batch ID.
 - The system needs to give the technical staff the ability to delete payments. Currently, we are able to delete payments by Batch ID.
 - The technical staff need the ability to:
 1. Zero out balances for Corporations (cycle 4).
 2. Zero out balances for Schools (cycle 2).
 3. Create & apply delinquent fees to specified parcels.
 4. Create back tax message file.
 5. Post batches.
 6. Upload online payment files (if online payments are not processed in Real Time).
 7. Upload lockbox files.
 8. Batch deletion of payments (by batch id).
 9. Batch deletion of other specific A/R transactions by date.
 10. Interact with RPS (State software) to create an Assessment DB containing RPS data.
 11. Delete a loaded record from the collection software
 - For instance, in 2012, a double-bill was entered into Govern, and we needed to be able to delete one of those bills from the system.
 12. Load both “billed” & “paid” files into the application.
 - The technical staff need administrative tools to be able to:
 - set security up to keep unauthorized users out of the application.
 - set security up by form.
 - set security up by function.
 - set security up by user...to distinguish between users with different permissions.
 - create new users, delete users, & modify user rights.
 - set up interest schedules by cycle code each year.
 - set up REQUIRED fields, along with security so that only specific users may access these fields.
 - The technical staff need the ability to:
 - be able to create custom tables within the database (i.e., GISData, TX_NY...).
 - have in-house written reports be part of the Report List in the software.
 - zero out balances in a batch process.
 - block online payments.
 - create back tax message files.

- write custom “reports” (preferably in Crystal Reports) like Delinquent Notices, InRem Book, & FOIL requests.
 - create paid files (school, corporation) for the towns.
 - Access / edit owner information.
 - Access / edit In Rem information.
 - change the “interest date” on the A/R Summary screen to see past or future amounts.
 - Write custom scripts (SELECT & UPDATE) to trouble-shoot and/or correct issues.
 - Search parcels in the software, using the unformatted (just numbers) SBL.
- The application needs to have built-in functions to replace these current Govern functions...
 - Over-Shortage process
 - This is run to clear out all of the balances between -\$5 & \$5 that have been recently loaded into Govern.
 - Name-Addr-Bankcode
 - It is necessary to update the name, address & bank codes for all of the parcels. This is done so that the information (owner name, owner address, etc.) that is listed on each receipt produced by Govern upon a payment or other transaction is accurate.
 - Correct-the-Prtkey process
 - Sometimes the printkeys that are contained within Govern are not in the correct format – they may contain leading zeros or zeroes on the end of the number that should not be there. This is mainly because the data which we receive from the towns and then load into Govern is not correct. One of the reasons that it is important to correct these “bad” printkeys is that the **name/address/bankcode update process** that we run is based on a parcel’s printkey – so if the printkey in Govern does not match the printkey in RPS, no update will be performed for that parcel.
- The technical staff need...
 - a G/L Interface with SAP
 - Currently using SAP On-Premise, moving to using SAP S4 in the next couple of years.
- The technical staff need to be able to set up A/R Class Codes, corresponding A/R Methods, Charges/Fees, etc.

	Class Code	Long Desc	Sub System	Category	Int Pen Method	Cycle Code	Transaction Type	Priority
1	1	1-County & Town Tax	RE		nycteri	1		
2	1ABT	1ABT-County & Town Tax	RE				ab	
3	1ADJ	1ADJ-County & Town Tax	RE				adj	
4	1INT	1INT-County & Town Tax	RE				int	
5	2	2-Retd School Tax	RE		nysceri	2		
6	2ABT	2ABT-Retd School Tax	RE				ab	
7	2ADJ	2ADJ-Retd School Tax	RE				adj	
8	2INT	2INT-Retd School Tax	RE				int	
9	3	3-Retd Village Tax	RE		nyvleri	3		
10	3ABT	3ABT-Retd Village Tax	RE				ab	
11	3ADJ	3ADJ-Retd Village Tax	RE				adj	
12	3INT	3INT-Retd Village Tax	RE				int	
13	4	4-Retd Public Sup Corp Tax County	RE		nycteri	4		

Penalty / Interest Additional Parameters - New York - County - Erie

1st. Due Date %	5th. Due Date %	9th. Due Date %	13th. Due Date %
02/16/2024 1.5	04/16/2024 7.5	08/01/2024 6.00	12/03/2024 1.5
2nd. Due Date %	6th. Due Date %	10th. Due Date %	14th. Due Date %
03/01/2024 3.00	05/01/2024 1.5	09/04/2024 7.5	01/02/2025 3.0
3rd. Due Date %	7th. Due Date %	11th. Due Date %	15th. Due Date %
3/16/2024 4.5	06/03/2024 3.00	10/01/2024 9.00	02/01/2025 4.5
4th. Due Date %	8th. Due Date %	12th. Due Date %	
04/02/2024 6.00	07/02/2024 4.5	11/01/2024 10.5	

Pertinent Information:

1. The technical staff need to have the ability to run scripts and update various fields, when necessary
 - Update example: blocking parcels on the web,
 - Update example: Unposting, when authorized, when necessary
 - Update example: merging parcel histories...
2. The technical staff need to have the ability to design and run ad hoc reports, which can then be uploaded into the application so that users can run the report on their own.
3. The technical staff need to have the ability to trouble-shoot issues, such as...
 - Fix a batch that didn't fully post (possibly due to a power outage, for instance) – the technical staff need to be able to unpost an already posted batch.
 - Fix a receipt with no owner information – the technical staff need to enter a value into the parcel record to point to the correct owner record.
4. The technical staff need to have the ability to “load” various files throughout the year...
 - January – Buffalo Tax Bills (in-house process that converts data to MS Access File)
 - January – 1st Class Corporations (in-house process that converts data to MS Access File)
 - January – zero-out school tax bills (in-house process that converts data to MS Access File)
 - January – ECIDA Tax Bills (in-house process that converts data to MS Access File)
 - February – TSO Payment Files (in-house process that converts data to MS Access File)
 - February – 2nd Class Corporations (in-house process that converts data to MS Access File)
 - March – Mall Tax Bills (in-house process that converts data to MS Access File)
 - April - zero-out corporation tax bills (in-house process that converts data to MS Access File)
 - May – Tax Rolls – City of Lackawanna (in-house process that converts data to MS Access File)
 - June – Tax Rolls – City of Tonawanda (in-house process that converts data to MS Access File)
 - July – Tax Rolls – Erie County towns (in-house process that converts data to MS Access File)
 - July – Utility Payments - (in-house process that converts data to MS Access File)
 - December – School Tax Unpaid (in-house process that converts data to MS Access File)

5. Create fee & apply fees through a batch process

A/R Class Parameters ? X

File Edit Help

Year: 2025 A/R Class: FEE Sub System: Real Property Tax [New]

Short Description: FEE Cycle: 1- County/Town [Save]

Long Description: NOTICE FEE [Delete]

Transaction Type: Charge Tax Title/Lien A/R Class: [Browse]

Interest/Penalty Method: Tax Deferral A/R Class: [GL Distr.]

Category/Group/Revenue Code: [A/R Method]

Payable In Installment
 External GL Distribution
 Not Subject to Abatements

Bankruptcy A/R Class: [Exit]

Default Amount: \$2.00 Link to MCR Group: [±]

Link to Interest A/R Class: []
 Link to Penalty A/R Class: []

Generate Delinquent Charges ?

Sub-System: Real Property Tax

Year: 2025 To Year: 2025 A/R Cycle Code: 1- County/Town

Set A/R Reason Code: []

Criteria Selection: A/R Class Code: FEE Exclude A/R Warning Flag: []

Billed Up To: [] Installment #: []

Minimum Balance Due: 0.01

Balance Include Pen./Int.

FROM Tax Map Number: 140200 . [] . 000 . [] . []
 TO Tax Map Number: 146800 . 999 . 999 . 9999 . 9999

Current GovBatch functions (not all are used)

Govern Batch Processing
 File Accounts Receivable Tax Billing Tax Title Impor
2024

- Load LockBox Entries...
- Load RPS Payments...
- Cash Collection Posting...
- Post Dated Payment Posting...
- A/R Adjustments Posting...
- A/R Deposit Posting...
- Refunds Posting...
- Payment Reversal Posting...
- Period Closing...
- Credit Card Settlement...
- Transfer A/R to History...
- Re-Initialize A/R Tables...
- Apply Penalty On Delinquent A/R...
- Generate Delinquent Charges...
- Set Warning Flag to Delinquent Accounts...
- Compute Balance Due as of a Date...
- Automatic Generation of Refunds...
- Automatic Generation of Over Short...
- Generate Check Numbers for Refunds...
- Transfer Credits from One Year to Another...
- Apply Pending Credits...
- Apply Deposit...
- Batch Deletion of Payments...
- Batch Deletion of Refunds...
- Batch Deletion of A/R Transactions...
- Extract an As of Date A/R Detail Table...
- Load Account Reconciliation File of Refunds...
- Generate ACH Web Payment File...
- ACH File Processes...
- A/R GL Transactions Accounts Update...
- Invoice Cloud Invoice...
- Invoice Cloud Balance...
- A/R Abatements

Desktop Connection
 ERIE COUNTY
 Tax Billing Tax Title Import/Export Tools He

- Exemption Distribution (Names)...
- Update Owner in Mailing Index (RE)...
- Special Procedures...
- Batch Update...
- Tax Deferral Transfer...
- Compute Formulas Logical Expressions
- Compute Levy Exemption (Assmt.)
- Posting To A/R
- Generate Bill Printing Sequence No
- Bill Printing
- Add Levy to Parcel / Names
- Partial Billing Posting
- Exemption Renewal
- Re-Extract Mailing Index Batch Table

Required items

1. Documentation of municipalities for whom you currently provide tax collection software. The information should include a key person's contact name and all contact information.
2. Information about whether you have ever had suspended or revoked by any government agency.
3. Information about whether you have ever had Tax collection software Contract or Agreement suspended or revoked for cause by any government agency.
4. Completion of all the attached standard required County RFP submission documentation, including:
 - a. Contact information/proposal cover sheet;
 - b. Signed Certificate of Non-Collusion;
 - c. Acknowledgement of insurance requirements;
 - d. Signed Hold Harmless Clause Documents; and
 - e. Signed Certification of Compliance with the Iran Divestment Act.

IV. STATEMENT OF RIGHTS

UNDERSTANDINGS

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

- that any proposal, attachments, additional information, etc. submitted pursuant to this Request for 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; and
- 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 and the Office of the Erie County Attorney.

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

- To reject any or all proposals;

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

EVALUATION

- The following criteria, not necessarily listed in order of importance, will be used to review the proposals. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate:
 - Proposer's demonstrated capability to provide the services.
 - Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.
 - Proposer's experience to perform the proposed services.

- Proposer’s financial ability to provide the services.
- Evaluation of the Proposer’s fee submission. It should be noted that while price is not the only consideration, it is an important one. Proposer’s prices are to be no higher than those offered to any other governmental or commercial consumer. If a Proposer has a New York State or a Federal GSA contract for any of the services covered in this RFP, the Proposer shall so indicate that he has said contract and supply a copy of the contract(s).
- A determination that the Proposer has submitted a complete and responsive proposal as required by this RFP.
- An evaluation of the Proposer’s projected approach and plans to meet the requirements of this RFP.
- The Proposer’s presentation and the overall results of any interview conducted with the Proposer.
- Proposers MUST sign the Proposal Certification attached hereto as Schedule “A”. Unsigned proposals will be rejected.
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- No proposal will be accepted from, nor any agreement awarded to, any Proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any Proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

CONTRACT

After selection of the successful Proposer, a formal written contract will be prepared by the County of Erie and will not be binding until signed by both parties and, if necessary, approved by the Erie County Legislature 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 AND/OR AUTHORITY 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:

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

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

Upon execution of any contract between the Proposer and the County, the Proposer will be required to provide proof of the insurance coverage described in Schedule "B".

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

INTELLECTUAL PROPERTY RIGHTS

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

All deliverables created under this Agreement 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 rights, 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 the intellectual property rights of a third party. If such a claim is made, or appears likely to be made, the Consultant agrees to enable the County's continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable will be returned.

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

NON-COLLUSION

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

CONFLICT OF INTEREST

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

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

COMPLIANCE WITH LAWS

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

CONTENTS OF PROPOSAL

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

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

“NOTICE

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

The Proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the County considers proper under the

law. If the County enters into an agreement with this Proposer, the County shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.”

and

b) clearly identify the pages of the 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.

SCHEDULE "A"

PROPOSER CERTIFICATION

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

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-noncontributory bases.
- VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.
- VIII. If the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is 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		DBL (Disability Benefits Law) Forms	
CE-200	Exemption	CE-200	Exemption
C105.2	Commercial Insurer	DB-120.1	Insurers
SI-12	Self Insurer	DB-155	Self Insured
GSI-105.2	Group Self Insured		
U-26.3	New York State Insurance Fund		

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.

COUNTY OF ERIE
STANDARD INSURANCE REQUIREMENTS

Vendor Insurance Classification C: Contracts Involving Professional Services

1. The provider of professional services shall obtain, at its own cost and expense, the following insurance coverages with insurance companies licensed in the State of New York and shall provide a certificate of insurance as evidence of such coverages on the County of Erie Standard Insurance Certificate.
 - A. Commercial General Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$2,000,000 Products – Completed Operation Aggregate. The coverage shall include:
 - Premises and Operations
 - Products and Completed Operations
 - Independent Contractors
 - Contractual Liability (sufficient to cover all liability assumed under contracts with the County of Erie)
 - B. Automobile Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 each occurrence. The coverage shall include Owned, Hired, and Non-Owned Autos (Symbol "1" should be designated for Liability coverage on the Business Auto Policy).
 - C. Excess "Umbrella" Liability - with a minimum limit of \$1,000,000 each occurrence / \$1,000,000 aggregate.
 - D. Worker's Compensation and Employer's Liability - providing statutory coverage in compliance with the Worker's Compensation Law of the State of New York (Forms C-105.2; SI-12; GSI-105.2; or U-26.3).
 - E. Disability Benefits - providing statutory coverage in compliance with the New York State Disability Benefits Law (Forms DB-120.1 or DB-155).
 - F. Professional Liability (Errors and Omissions or Malpractice) – with a minimum limit of \$5,000,000.

Failure to maintain coverage herein shall constitute a material breach of this contract and the Contractor shall suspend all work immediately upon such lapse in coverage.

2. Commercial General Liability, Automobile Liability and Excess "Umbrella" Liability shall name the County of Erie and any Board, Bureau, Commission or Agency thereof as additional insureds on ISO Form CG 2010 1185 Edition. Coverage should be provided on a primary and non-contributory bases. Waiver of Subrogation is required on all lines in favor of Erie County.

3. All policies in which the County of Erie is named as an additional insured shall provide that:

- A. The insurance company or companies issuing the policies shall have no recourse against the County of Erie for payment of any premiums or for assessments under any form of policy.
- B. The insurance shall apply separately to each insured (except with respect to the limit of the liability).

4. Prior to cancellation, non-renewal or material change of the above policies, at least forty-five (45) days advance written notice shall be given to the County of Erie, Department of Law, 95 Franklin Street, Room 1634, Buffalo, N.Y. 14202, and the Agency requesting the certificate.

5. All certificates of insurance shall be approved by the Erie County Department of Law prior to the

inception of any work.

6. The "ACCORD" form certificate may be used in place of the Erie County Standard Insurance Certificate, provided that all of the requirements set forth in the instructions for the Erie County Standard Insurance Certificate are incorporated into the "ACCORD" form certificate.

REV. 9/12

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 (Last Dlg., Ext.)	FAX (Last Dlg., Ext.)
INSURED	ADDRESS	
	PRODUCER CUSTOMER ID #	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

INSUR LTR	TYPE OF INSURANCE	ADDSUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in NY) if yes describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WCB STATUTORY LIMITS \$ OTH ER \$ 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 County of Erie 95 Franklin St Buffalo NY, 14202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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