



ERIE COUNTY

**REQUEST FOR PROPOSAL (RFP)
TO PROVIDE COMMUNITY AND STAKEHOLDER ENGAGEMENT
SERVICES FOR THE ERIE COUNTY DEPARTMENT OF
ENVIRONMENT AND PLANNING**

RFP # 2025-033VF

April 28, 2025

**DEPARTMENT OF ENVIRONMENT AND PLANNING
EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET
BUFFALO, NEW YORK 14202
County of Erie**

REQUEST FOR PROPOSALS

INTRODUCTION

Proposals are being solicited from COMMUNITY PLANNING AND STAKEHOLDER ENGAGEMENT FIRMS (hereafter “Consultant”) to support the Erie County Department of Environment and Planning (hereafter “DEP”) in community and stakeholder engagement efforts via this Term Contract. Task assignments will be assigned based on the individual project and program needs of Erie County (hereafter “County”). Proposers interested in responding are invited to review this request and submit required materials.

It is Erie 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 status protected by New York State and Federal laws.

GENERAL INFORMATION AND REQUIREMENTS:

- A. **All firms wishing to participate in this process must register electronically with Sarah Gatti at sarah.gatti@erie.gov. All subsequent notifications or addendums will be sent only to electronically registered proposing firms.**
- B. 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. Specific instructions for the proposal format and content are outlined below. The total number of pages submitted should not exceed fifteen (15) double sided pages, thirty (30) written pages.
- C. One (1) original, four (4) copies, and one (1) PDF copy shall be submitted. Proposals **MUST** be signed using the attached Schedule B: Proposer Certification. Unsigned proposals will be rejected.
- D. Cost proposals shall be submitted with a separate envelope containing the cost proposal necessary for this request.
- E. Submission of the proposals shall be directed to:

Sarah Gatti
Principal Planner
Erie County Department of Environment and Planning
Rath Building, Room 1061
Buffalo, NY 14202

All proposals must be delivered to the above office on or before May 28, 2025 **at 3:00 p.m.** Proposals received after the above date and time will not be considered. Erie County is under no obligation to return proposals.

- F.** Any requests for RFP interpretations should be made electronically by May 21, 2025, to [Sarah Gatti at sarah.gatti@erie.gov](mailto:sarah.gatti@erie.gov). No requests for oral interpretations via telephone or in person will be accepted. A single response to all questions will be made as outlined in the schedule. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.
- G.** Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. **A short list of Proposers will be selected for interviews on or around Wednesday, June 4.**
- H.** No proposal will be accepted from nor any agreement awarded to any Proposer that is in arrears or in 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.
- I.** Information on the Standard Insurance Provisions required of companies selected as a contractor of this service is included within this RFP. This document is for informational purposes only and is not to be submitted by the Proposer for the purposes of this RFP.
- J.** Contracted consultants will be expected to agree to comply with [Erie County Executive Order 13](#) (2014), and the Company 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 Erie County Equal Pay Certification. The Equal Pay Certification provides the County with the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Company, 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 Company'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 hereof, can constitute grounds for the immediate termination of a contract, and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.
- K.** The Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) participation goals for this project will be 15% MBE and 5% WBE. A prime M/WBE may self-fulfill the M/WBE goal. The prime M/WBE may also engage an M/WBE sub-consultant to get the sub firm an opportunity at work it may not otherwise obtain. Note: that both the MBE and the WBE goal should be fulfilled if the prime is a MBE or WBE. For information on Erie County EEO requirements contact Andrew McLaren, Director of EEO, (716) 858-7542 or at deeo@erie.gov. Lists are available at www3.erie.gov/eo/mbe-wbe-resource-list.
- L.** The Service-Disabled Veteran-Owned Business (SDVB) participation aim for this project is 6%. For information on Erie County EEO requirements contact Andrew McLaren, Director of EEO, (716) 858-7542 or at deeo@erie.gov.
- M.** All Proposers must disclose the 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 due date.

- N. All Proposers must provide a list of at least three references from community partners and collaborators or an individual with knowledge of and experience with the specific services being offered.
- O. The highest-ranking firm after scoring and interviews will be recommended to the Erie County Legislature for authorization to enter into a contract. Scores and ranking of all firms will be provided to the Legislature and the results will at that time become public record.
- P. Proposing firms should understand that to provide for this open and transparent process, more time will be required. The timeframe from advertisement to contract execution may be up to five months. Consultants should consider this when scheduling staff time and anticipating project commencement.

CONTRACT TERM

Consultants should be prepared to enter into a three-year Term Contract with DEP. The County, in its sole discretion may extend the agreement beyond the initial term for up to two (2) additional year periods pursuant to the same terms and conditions.

1. BACKGROUND

The mission of DEP is to make Erie County a better place through Planning and Environmental Stewardship. To achieve this mission ECDEP Staff will enhance the built environment; protect the natural environment; lead the community on climate action; support agriculture and farmland protection; manage and improve sewer infrastructure; encourage effective municipal planning; facilitate economic development; ensure affordable housing; promote arts, culture and tourism; provide accessible mapping and data; engage and inform the public and community; advocate for sustainable and equitable development; collaborate with county, state and local partners; and create healthy and safe communities. In service of this mission, the three divisions of DEP manage a number of programs that work to improve the quality of life in Erie County.

The Division of Planning oversees myriad programs and initiatives including municipal land use review, local government training, and provides staff support to several boards including the Erie Arts and Cultural Advisory Board (EACAB) and the Erie County Agricultural and Farmland Protection Board (AFPB). The Division, in conjunction with EACAB, oversees the allocation of funds and provides strategic focus and direction to Erie County's cultural sector to promote the economic and cultural benefits of the County's tourism, arts, culture, and heritage industry. The Division also includes two offices. The Office of Economic Development is a resource for all businesses focusing on business development, attraction, retention, and expansion. The Office of Agriculture addresses the loss of farmland, improves the viability of farming, assists rural municipalities with planning for agriculture, supports the Food Policy Council of Buffalo and Erie County (FPC), and manages the Erie Grown and Erie Grown Passport program. The Division also oversees implementation of the Erie County Parks Master Plan and often works closely with the Department of Parks, Recreation and Forestry. Currently, the Division is managing several planning projects including the Erie County Cultural Plan, the Erie County Agricultural and Farmland Protection Plan, the Erie County Forest Management Plan, and planning for the future of the Erie County Holding Center and Erie County Correctional Facility. **The Division of Environmental Compliance Services (ECS)** develops and implements programs in partnership with a variety of stakeholders to address the pressing environmental needs and concerns of the region. Program areas include climate action and sustainability, energy efficiency and affordability, stormwater pollution prevention, watershed management, household hazardous collection events, and waste reduction and recycling.

The Division of Sewerage Management provides cost effective, customer-oriented wastewater service that protects public health and enhances the natural environment. The division is responsible for the planning, financing, design and construction, and subsequent operation and maintenance of the facilities of the seven Erie County Sewer Districts.

In 2024, DEP engaged in over 100 outreach efforts including public meetings, focus groups, webinars, and surveys. The Consultant should consider this detail when preparing proposals.

1. SCOPE OF SERVICES

The successful Consultant will outline how DEP will be supported with Community and Stakeholder Engagement and Outreach, including public-facing events and meetings (hereafter “Activity” or “Activities”) and will consider the scope of services below. The Consultant should note that their services may not be needed for all Activities, and they will instead be contacted on an as-needed basis to support Activities.

Services to be rendered by the selected Consultant shall be performed to the satisfaction of the Commissioner of DEP or their designee and in the form and manner approved by them. Such services may include the following tasks.

A. ACTIVITY SUPPORT

For each Activity, the Consultant may:

- Source venues, negotiate costs, and coordinate on-site logistics.
- Ensure appropriate audiovisual equipment is available at the venue.
- Coordinate with venue staff and security.
- Coordinate catering and beverage (if required).
- Manage marketing and promotion, including guest list management and registration, drafting of activity notices, development of social media content, and engagement with third-parties to secure advertising and amplify content.
- Develop a communication strategy.
- Create communication materials including webpage content, newsletter, social media content, and presentations.
- Provide for document translation services and for the potential need for on-site translations and sign language services during activities as may be designated in each activity.
- Collect and analyze feedback received.
- Prepare a findings or ‘After Action’ report.

Deliverable(s): As determined appropriate for each individual Activity, but may include, securing meeting location/logistics, preparing draft presentation material/content, audiovisual equipment, catering, publishing public notices, and securing translation/sign language services. Actual deliverables will be assigned as part of each task assigned under this Term Contract.

B. ACTIVITY FACILITATION

For each Activity, the Consultant may:

- Coordinate with DEP to develop Activity agendas, including desired outcomes and key discussion points. Act as neutral meeting facilitator to guide discussions of public or stakeholder groups, as well as record/document discussions, input, and feedback,
- Conduct a comprehensive stakeholder analysis to identify and engage key community groups, organizations, and individuals to be involved in the Activity.

- Prepare and distribute pre-activity materials to anticipated participants, which may include flyers, posters, draft press releases, and web/social media content that the County will post on official County websites, etc.
- Provide technical support to ensure the correct operation of audiovisual equipment.
- Ensure the accurate and accessible transcription of virtual Activities.
- Ensure the accurate and accessible summary of in-person Activities.

Deliverable(s): Agendas, Comprehensive Stakeholder Reports, Distribution of Materials, Technical Support, Transcribed Virtual Activity Materials, Meeting Minutes or Summary Reports.

C. DEVELOPMENT OF PHYSICAL AND DIGITAL CONTENT

The Consultant may be asked to develop content for physical and digital distribution that complies with the [Americans with Disabilities Act Accessibility of Web Content and Mobiles Apps Provided by State and Local Governments Rule](#). All designs must be prepared using Adobe InDesign, Canva, or Microsoft Publisher, and must be editable by the County and developed with diverse audiences in mind, including low-income residents, communities of color, and youth and elderly populations. Erie County will be responsible digital distribution unless otherwise indicated.

For each eligible Activity, the Consultant may:

- Develop content advertising the Activity.
- Develop content for use during the Activity.
- Develop content to share after the Activity.

Deliverable(s): Deliverables will vary based on each Activity's requirements but may include flyers; brochures; posters; banners; logos and branding materials; web design elements; educational/promotional/event/informational video production; webpage content; and social media content.

D. OTHER PROJECT PARTICULARS (*Tasks may include but are not limited to*):

1. The COUNTY shall schedule a meeting(s) with the Consultant prior to each Activity to determine the individual Activity plan and schedule.
2. The CONSULTANT shall attend Activities at the request of DEP.
3. The CONSULTANT shall prepare draft documents for final review by the County.
4. The CONSULTANT shall ensure that public documents created under this contract are translated into the six most commonly spoken languages in Erie County as determined by the Erie County Office of Health Equity.
5. All payment applications made by the CONSULTANT and any sub-consultants must be submitted to the County in a format acceptable to the County for reimbursement of funds.

This Scope of Services has been prepared as a proposal guideline. It is the respondent's responsibility to add any other CONSULTANT services that the consultant feels would be necessary to complete the project.

2. GENERAL PROPOSAL REQUIREMENTS:

PROPOSAL CONTENT

The Proposal should address the following areas below:

- Organizational Chart
 - Include prime consultant and sub consultant(s), if any, to be used.
 - Key staff, including project manager, with titles, team role and office location should be identified.
- Understanding of DEPs Programs and Projects
- Project Approach
- Firm's Qualifications
- Experience with Similar Projects
- Experience working with Proposed Sub-Consultants, if any
- Ability to manage multiple and simultaneous projects or tasks
- Methodology Used to Assure Quality Control and Assurance
- M/WBE Utilization Plan with firm names
- Assumptions
- Project Rate Sheet for Proposed Staff (SEPARATELY SEALED ENVELOPE)

The total number of number of pages submitted should not exceed 15 double-sided pages. Resumes for key staff, limited to 1 single-sided page per staff member, may be submitted. Resumes will not be counted toward the maximum number of pages allowed.

The top-ranked firms may be requested to prepare and give oral presentations before the selection committee.

Note:

The following pages are not considered part of the 15 double-sided pages:

- General Title Page
- Schedule A
- Schedule B
- Schedule C
- Schedule D
- Schedule E
- Schedule F
- Resumes of staff assigned to the project only –Limit one page per resume
– relevant experience should be within the last 5 years
- Section Dividers

A. Cost and Budget

This project is funded by Erie County. Budget for all work will be decided on a work/task order-basis based on specific services/activities as requested. The term contract will be available for three years and shall not exceed \$100,000 dollars per year.

Hourly Personnel Rates

The Consultants must submit include Schedule E – Rates of Service in a separately sealed envelope with the Proposal. The schedule of billable rates for all key personnel including project manager and subconsultants must be included in the proposal (Schedule E). Proposals must also include the ranges of billable rates for technical staff and support personnel, as well as other direct costs that may be incurred (i.e., translation and transcription services, etc.). Firms shall note separately the firm's Overhead & Profit rate that is to be added to each hourly rate.

B. Schedule

The anticipated schedule for the project is:

RFP Release Date:	April 28, 2025
Pre-Proposal Meeting:	May 07, 2025
RFP Questions Due:	May 14, 2025
RFP Question Response Date:	May 19, 2025
Proposal Due Date:	May 28, 2025

The pre-proposal meeting will be held virtually at 1:00PM on May 07, 2025. Information regarding the pre-proposal meeting will be distributed only to registered consultants.

3. SELECTION CRITERIA

The selection committee will review the proposal submissions and select the most highly qualified firm according to the following criteria, listed in order of decreasing importance:

Project Understanding and Understanding of County's Program and Intent	<u>25%</u>
Professional Qualifications of Team Members	<u>25%</u>
Local Presence of Team	<u>20%</u>
Experience of Firm with Similar Kinds of Projects and/or Work	<u>15%</u>
Percentage of Proposed M/WBE Participation	<u>15%</u>

Firms should only include project experience from staff that are currently with the firm.

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 experience to perform the proposed services, including the quality of any past experience that person has had with the County (if any) and any special skills/services that will be provided.
- Proposer's demonstrated capability to provide the services.
- An evaluation of the proposer's projected approach and plans to meet the requirements of this RFP.
- Evaluation of the professional qualifications, background and resume(s) of individuals involved in providing 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.
- Ease of access to project manager and others providing services.
- Utilization of firms certified by Erie County as WBE/MBE. Said firms can be obtained by contacting the Erie County Division of Equal Employment Opportunity at (716) 858-7542.
- Firm's performance under any previous contractual engagement with Erie County.
- Reference checks.
- Proposer's financial ability to provide the services.
- A determination that the proposer has submitted a complete and responsive proposal as required by this RFP.
- The proposer's presentation and overall results of any interview conducted with the proposer.
- Proposers MUST sign the Proposal Certification attached hereto as Schedule B. 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.

6. 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 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 for the required services.
 - 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;
 - 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.

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 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 or informalities in proposals received after notification to Proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the Proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each Proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the Proposers;
- To select the proposal that best satisfies the interests of the County and not

necessarily on the basis of price or any other single factor;

- To interview the Proposer(s);
- To request or obtain additional information the County deems necessary to determine the ability of the Proposer;
- To modify dates;
- All proposals prepared in response to this RFP are at the sole expense of the Proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- While this is an RFP and not a bid, the County reserves the right to apply the case law under New York State 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.

7. CONTRACT

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

8. 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:

that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Proposer shall defend, indemnify and hold harmless the County, its officers, employees, and agents from and against the Proposer’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 Proposer or third-parties under the direction or control of the Proposer; or
- b) any willful misconduct of the Proposer or third parties under the direction or control of the Proposer; or

- c) any infringement of any claimed copyright or patent right of designs, plans, drawings, or specifications furnished by the Proposer 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 Proposer 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 applicable insurance coverage. Insurance coverage in amount and form, as outlined in Schedule D, shall not be deemed acceptable until approved by the County Attorney.

9. 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.

NOTE: All contracts executed by the Erie County Department of Law will be posted electronically on the Department’s website.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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"

ERIE COUNTY DEPARTMENT OF LAW RFP COVERSHEET

RFP# 2025-033VE

Name of Organization:	
Organizational Mailing Address:	
President/CEO:	
President's/CEO's Phone Number:	
President's/CEO's Email:	
Project Contact Person:	
Project Contact Person's Phone Number:	
Project Contact Person's Email:	
Company Website:	

Federal Employer ID# (FEIN):	
Is company debarred/suspended from receiving funds/doing business with the Federal government?	
Please provide DUNS #, if available:	
Is respondent a non-profit or unit of government?	
If non-profit, please provide 501(c)(3) not-for-profit entity ID # and date established as such:	
If non-profit, please provide roster of respondent's volunteer board:	Please provide attachment
Is company a Certified Minority Business Enterprise/ Women's Business Enterprise (MBE/WBE)?	Please provide the Erie County MBE/WBE Certification Letter as attachment
Is company a Veteran-Owned Business?	Please provide the letter indicating their company is 51% or more veteran-owned as attachment
Is company a Service-Disabled Veteran-Owned Business?	Please provide NYS Certification Letter 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:	

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 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____

Notary Public

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 Concessiona ires 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 C/SL	\$1,000,000	\$1,000,000 C/SL	\$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 C/SL	\$1,000,000 CSL	\$1,000,000 C/SL	\$1,000,000 C/SL	\$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 Additional Insured	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. 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. Waiver of Subrogation: Required on all lines unless noted.
- X. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.
- XI. Workers Compensation: State Workers' Compensation/Disability Benefits Law.

Use Applicable Certificates Below:

Workers Compensation Forms

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

DBL (Disability Benefits Law) Forms

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

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

SCHEDULE "E" – RATES OF SERVICE

Proposers submitting proposals must include a rate card depicting titles and hourly rates inclusive of overhead and profit of the personnel planned to fulfill the needs of this contract. Proper may use the format provided

below or own format provided title, certification/ licensure and hourly rate including overhead and profit are indicated.

Technical / Supervisory Classification and Rate Form		
Consultant:		
Rates of Service		
Title	Project Role	Actual Hourly Rate
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Anticipated Reimbursables		
<i>Reimbursables cannot include: mileage, tolls, parking fees within Erie County.</i>		Actual Cost
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -

*Travel costs except local mileage, tolls and parking, are allowable. Because actual travel costs must be billed, those costs will not be specified on this table. Actual costs must not exceed applicable federal GSA per diem travel rates.

SCHEDULE "F" – KEY PERSONNEL PARTICIPATION TABLE

Key Personnel Participation in Example Projects Table

Proposers must include a table indicating key personnel, including project manager, participation in example projects. See example table below, which is borrowed from GSA form 330. This will allow the County to understand the role of key personnel in the example projects. Although the example allows for 10 projects, there is no expectation that the Proposer will include 10 projects. In this example, ignore references to other sections.

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in the "Example Projects" Key section before completing table. Place "X" under project number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT (from Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (from Section F)
1		6	
2		7	
3		8	
4		9	
5		10	