



## **ERIE COUNTY CLERK'S OFFICE**

### **REQUEST FOR PROPOSAL ("RFP") TO PROVIDE OFFICE SPACE FOR ERIE COUNTY AUTO BUREAU – NORTHTOWNS SATELLITE**

**RFP # 2025-043VF**

**October 1, 2025**

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

**PLEASE NOTE THE FOLLOWING ON THE OUTSIDE OF ALL SUBMISSIONS:**

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

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

**RFP # 2025-043VF**

**TO PROVIDE OFFICE SPACE FOR ERIE COUNTY AUTO BUREAU –  
NORTHTOWNS SATELLITE**

**I. INTRODUCTION**

The Erie County Clerk’s Office (“Clerk” or “Clerk’s Office”) serves as the local agent for the New York State Department of Motor Vehicles (“DMV”) in the areas of vehicle registrations and license, permit, and ID issuance.

The Clerk’s Office, on behalf of the County of Erie, New York (“Erie County” or the “County”) is currently seeking proposals from qualified lessors (“Proposer(s)”) interested in leasing at least 7,000 square feet of commercial office space to house the Erie County Auto Bureau – Northtowns Satellite. Proposers interested in providing this service are invited to respond to this request. It is the County’s intent to select the Proposer(s) that provide(s) the best solution for the County’s needs.

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

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

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

Erie County will only contract with firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, citizenship status, or any other status protected by New York State and Federal laws.

**II. SCOPE OF PROFESSIONAL SERVICES REQUIRED**

*See Schedule “A”: Scope of Professional Services Required.*

**III. FUNDING AND BUDGET**

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

#### IV. PROPOSAL PROCEDURE

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

Issue RFP:	October 1, 2025
Proposals Due:	October 31, 2025
Interviews (if necessary)	Week of November 10, 2025
Mandatory Pre-Award Conference:	November 20, 2025
Selection made:	Following all necessary County reviews and recommendations
Contract Signed:	Following all necessary County approvals

#### V. GENERAL PROPOSAL REQUIREMENTS

1. Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate, and reliable presentation.

2. One (1) original and five (5) copies shall be submitted by all proposers. Proposals **MUST** be signed using the attached **Schedule B: Proposer Certification**. Unsigned proposals will be rejected.

3. Submission of the proposals shall be directed to:

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

All proposals must be delivered to the above office on or before October 31, 2025 at 4:00 p.m. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.

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

4. Requests for clarification or questions about the RFP must be written and submitted to Michael P. Kearns at the above address, or at [kelly.krug@erie.gov](mailto:kelly.krug@erie.gov), no later than 4:00 p.m. on October 15, 2025. Please include "RFP #2025-043VF" in the Subject line of the email. Formal written responses will be distributed by the County on or before October 22, 2025, by posting them as an addendum to this RFP on the Erie County website, [www.erie.gov/purchasing](http://www.erie.gov/purchasing), under "Requests for Proposals & Construction Bids." No communications of any kind will be binding against the Clerk or the County, except for formal written responses to any request for clarification.

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

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

8. All potential contract-holders shall agree to comply with Erie County Executive Order 13 (2014), and the proposer shall make such records available, upon request, to the County’s Division of Equal Employment Opportunity for review. All contract holders will be required to sign the attached **Schedule “C”: Erie County Equal Pay Certification**. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the proposer, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency’s compliance with Erie County Executive Order No. 13 (2014). Violation of the provisions of Executive Order 13 (2014), which is attached hereto and made a part hereto and made a part hereof, can constitute grounds for the immediate termination of a contract, and may constitute grounds for determining that a Proposer is not qualified to participate in future County contracts.

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

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

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

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

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

14. All Proposers must provide a list of all prime contractors and subcontractors with whom their agency does business.

## **VI. STATEMENT OF RIGHTS AND UNDERSTANDINGS**

### **A. UNDERSTANDINGS**

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

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

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

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

4. That any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Erie County Legislature and the Office of the Erie County Attorney;

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

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

- a. To reject any or all proposals;
- b. To issue amendments to this RFP;
- c. To issue additional solicitations for proposals;
- d. To waive any irregularities or informalities in proposals received after notification to proposers affected;
- e. To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;
- f. To conduct investigations with respect to the qualifications of each proposer;

- g. To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- h. To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
- i. To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;
- j. To interview the proposer(s);
- k. To request or obtain additional information the County deems necessary to determine the ability of the proposer; and
- l. To modify dates;

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

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

9. The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline.

## **B. EVALUATION**

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

- 1. The costs of the services sought to be provided;
- 2. Centralized location in the Northtowns region of Erie County;
- 3. The ability to provide leased space consistent with the County's sample floor plan and accommodate approximately 30,000 users with rates increasing at approximately 4% annually, including parking;
- 4. Proposer's demonstrated capability to provide the services;
- 5. The Proposer's ability to complete and undertake construction of the Leased Premises and the proposed timeframe for completion;
- 6. The Proposer's ability to maintain and operate the building wherein the Leased Premises are located;
- 7. Proposer's ability to complete work in time frame provided;
- 8. Proposer's experience to perform the proposed services;
- 9. Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services;
- 10. Proposer's financial ability to provide the services;

11. A determination that the proposer has submitted a complete and responsive proposal as required by this RFP;
12. An evaluation of the proposer's projected approach and plans to meet the requirements of this RFP; and
13. The proposer's presentation at and the overall results of any interview conducted with the proposer.

### **C. CONTRACT**

After selection of the successful proposer, a formal written contract will be prepared by the County and will not be binding until signed by both parties and, if necessary, approved by the Erie County Legislature and the Office of the County Attorney.

NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE ERIE COUNTY LEGISLATURE. THE APPROVAL OF SAID LEGISLATURE MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.

### **D. INDEMNIFICATION AND INSURANCE**

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

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

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

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

Upon execution of any contract between the proposer and the County, the proposer will be required to provide proof of the applicable insurance coverage (*see* **Schedule “D”: Standard Insurance Provisions**). Insurance coverage in amount and form shall not be deemed acceptable until approved by the County Attorney.

## **E. INTELLECTUAL PROPERTY RIGHTS**

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

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

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

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

## **F. NON-COLLUSION**

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

## **G. CONFLICT OF INTEREST**

All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the firm or any of its subsidiaries or affiliates. There shall be no conflicts in existence during the term

of any contract with the County. The existence of a conflict shall be grounds for termination of a contract.

## H. COMPLIANCE WITH LAWS

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

## I. CONTENTS OF PROPOSAL

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

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

### **“NOTICE**

**The data on pages \_\_\_ of this proposal identified by an asterisk (\*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the Proposer’s competitive position. The Proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the County considers proper under the law. If the County enters into an agreement with this Proposer, the County shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.”**

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.

## **J. EFFECTIVE PERIOD OF PROPOSALS**

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

## **VII. PROPOSAL CONTENT**

In order for Proposers to be considered for an award, the terms, conditions and instructions contained in this RFP and attachments must be met. Any proposals which do not meet these criteria may be considered non-responsive.

### 1. RFP Coversheet

### 2. Building Information:

a. A brief description of the location, complete building address, and rentable square feet (RSF) currently available. Provide the year of building construction and subsequent renovations, if any.

b. An outline of the ownership, names and contact information of the owner and manager of the building.

c. Describe available amenities, building’s security system, storage space, number of passenger elevators, and parking accommodations for the building, if applicable.

i. The County shall be permitted 24-hour access to the leased premises and it is contemplated that hours of operation will be between the hours of 7:00am and 9:00pm. If the County’s card key access system is compatible with the building’s security system, confirm that the County shall have the right to connect its cardkey access system with the building’s system. Identify the scope and extent of life safety and fire protection systems, such as sprinklers and smoke detectors that are in place for the building.

d. Provide data evidencing compliance with Building and Fire and Safety codes.

e. Describe the utilities, current providers, how they are billed, average monthly cost for each utility, including watts per rentable square feet (RSF) as well as heating and cooling specifications. Note access to the roof and equipment rooms.

f. Indicate whether the building is currently compliant with American with Disabilities Act (ADA) requirements. If the building and leased area are not compliant, all compliance measures shall be performed by the Proposer at its sole cost and expense.

g. Outline any environmental issues, including toxic, explosive, or hazardous substances, within the building or buried beneath.

i. Landlord/Owner will represent to Erie County that to the best of its knowledge, no toxic, explosive or other dangerous materials or hazardous substances, including but not limited to asbestos, are present in the building, or the premises (including flooring) or on the property or have been concealed within, buried beneath, released on or from, or removed from the property.

ii. Mold and asbestos testing should be conducted throughout the building and results provided. Also, Landlord/Owner must agree to remediation of any environmental issues and the cost should not be included as an operating expense.

h. Indicate the building's smoking/non-smoking policy.

i. Provide a mechanical engineer's report completed within the last 12 months with detail as to age, condition, size, recommended repairs, assessment of HVAC, sprinkler, electrical and plumbing systems.

### 3. Lease Information:

a. Rent: The proposed base rent should be based on a five (5) year lease term. Construction costs shall be included in the base rent and amortized over the five (5) year term. Please indicate the total construction costs. The base rent shall be on a full-service gross basis (including all operating expenses, utilities, and real estate taxes). The County shall also be entitled to renew the lease for two (2) consecutive five (5) year terms at the County's sole discretion upon written notice to the Proposer. The renewal rent shall be based upon the prior year's rent and shall not exceed an increase of two (2%) percent. The Proposal shall contain the proposed annual rental amounts for each of the renewal terms.

b. Floor Plans: Detailed floor plans indicating the space location within the building, ceiling heights, floor loading capacity and column spacing. The Sample Floor Plan and Sample Wiring Diagram at Exhibit A provides sample dimensions of each room and electrical wiring requirements. (NOTE: SAMPLE FLOOR PLAN FEATURES SEVEN (7) WORKSTATIONS. THE ERIE COUNTY AUTO BUREAU WILL CONSIDER ALL SUBMISSIONS REGARDLESS OF THE NUMBER OF WORKSTATIONS. PLEASE BE SURE THAT FLOOR PLAN INCLUDES AN ADA COMPLIANT PUBLIC RESTROOM.)

c. Other Terms: Outline proposed terms, including but not limited to, rent abatement, policy regarding tenant improvements, capital replacements, right to sublease, signage and moving allowance and services provided as required in Exhibit C – Statement of Landlord's Services.

d. Tenants: Indicate whether the premises are currently leased and/or occupied. If so, list all tenants in the building, lease termination dates and expansion options.

e. Use: The premises may be used for general, administrative offices, as well as for public access to the services rendered by County.

f. Hours: The County shall be permitted 24-hour access to the leased premises and it is contemplated that hours of operation will be between the hours of 7:00am and 9:00pm.

g. Tenant Improvements: Tenant shall not make or permit to be made any alterations, improvements or additions of any kind or nature (excluding interior painting, carpeting or other normal interior decorative changes).

h. Landlord's Work: Provide detail of any base building or other work Landlord will complete at Landlord's sole cost and expense in order to meet County's requirements, including the scope of work set forth in the Work Letter and completion dates.

i. Right of First Refusal: County requires a continuing right of first refusal ("ROFR") for contiguous space on the floor, or if a full floor is occupied, a ROFR for any contiguous floors. Where County is occupying 50% or greater of the total space of the building, County shall have a ROFR on all space in the building subject to any existing rights.

4. Give the name and title of person(s) authorized to bind the Proposer, e-mail address, the main office address, and the telephone number (including area code).

5. Describe in detail any existing or contemplated direct or indirect contractual relationships that Owner/Landlord has with the County of Erie or any of its employees, agencies or affiliates.

6. Provide a listing and description of at least three (3) references.

7. Include the signed **Schedule B: Proposer Certification**.

8. Include the signed **Schedule C: Erie County Equal Pay Certification**.

## **SCHEDULE "A"**

### **SCOPE OF PROFESSIONAL SERVICES REQUIRED**

In accordance with the Sample Floor Plan (Schedule "F"), Work Letter ("Schedule "G"), and Statement of Landlord's Services ("Schedule H"), the County is seeking a Proposer to buildout and lease at least 7,000 square feet of office space located in the northern region of Erie County for purposes of operating the Northtowns Satellite of the Erie County Auto Bureau.

The County shall be permitted 24-hour access to the leased premises and it is contemplated that hours operation will be between the hours of 7:00 a.m. and 9:00 p.m. The actual square footage will be subject to final measurement by the County in accordance with the Measurement Standard. The Proposal should be based on a five (5) year lease term. Construction costs shall be included in the base rent and amortized over the five (5) year least term. The base rent shall be on a full-service gross basis (including all operating expenses, utilities, and real estate taxes). The County shall also be entitled to renew the lease for two (2) consecutive five (5) year terms at the County's sole discretion upon written notice to the Proposer. The renewal rent shall be based upon the prior year's rent and shall not exceed an increase of two (2%) percent. The Proposal shall contain the proposed annual rental amounts for each of the renewal terms.

**SCHEDULE "B"**

**PROPOSER CERTIFICATION**

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

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

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

\_\_\_\_\_  
Proposer Name

By:

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

**SCHEDULE "C"**

**ERIE COUNTY EQUAL PAY CERTIFICATION**

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

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

\_\_\_\_\_  
Signature

Verification  
STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

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

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

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2024.

\_\_\_\_\_



INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

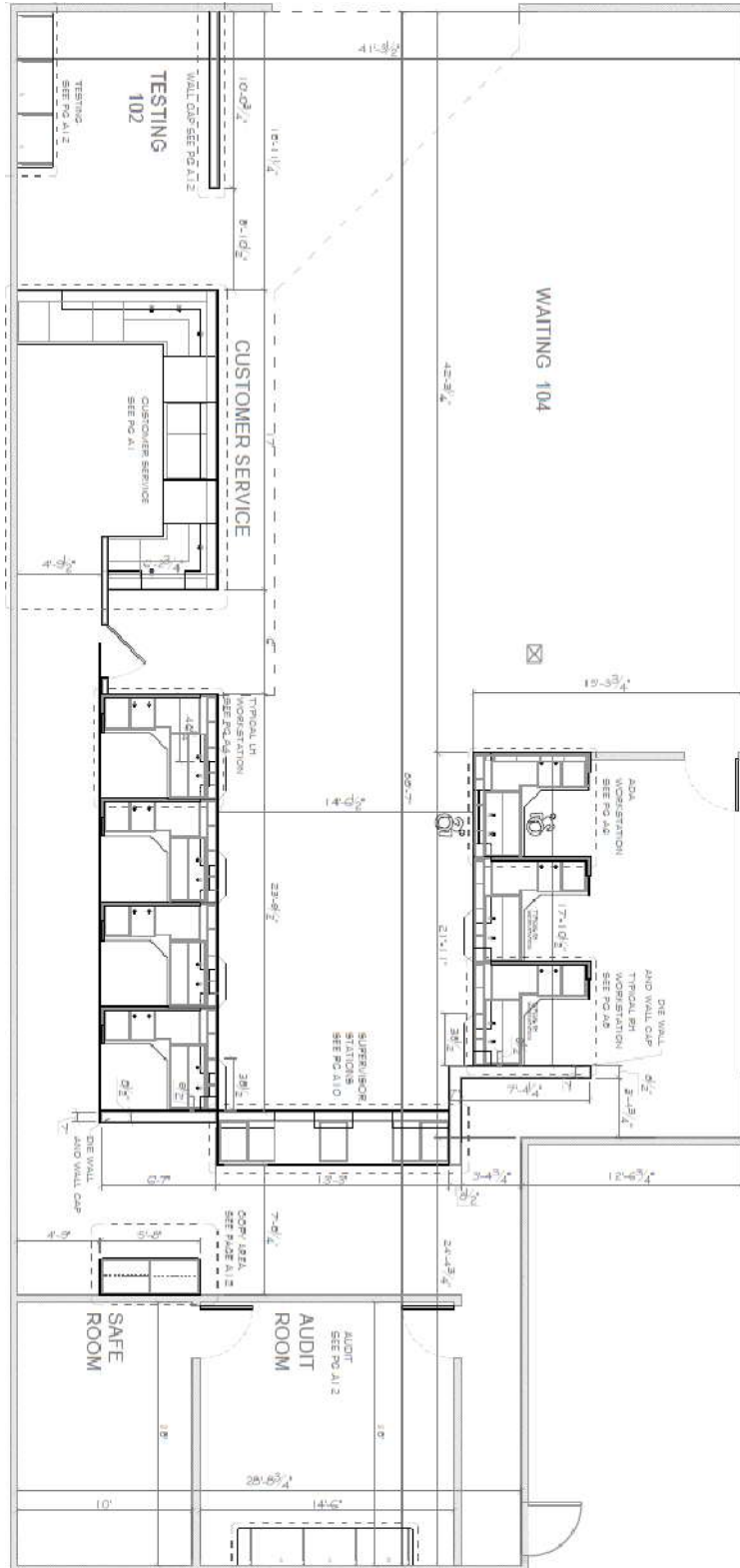
- I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.
- II. CERTIFICATES OF INSURANCE
  - A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202."
  - B. Coverage must comply with all specifications of the 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 Concession-Aires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen. Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL
General Aggregate	\$2,000,000						
Products Comp. Ops.	\$2,000,000						
Blanket Broad Form	Not Excluded or Limited		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Contractual Liability							
Broad Form P.D.							
X.C.U.							
Liquor Law				INCLUDE			
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County To Be Named Add'l Insd.	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

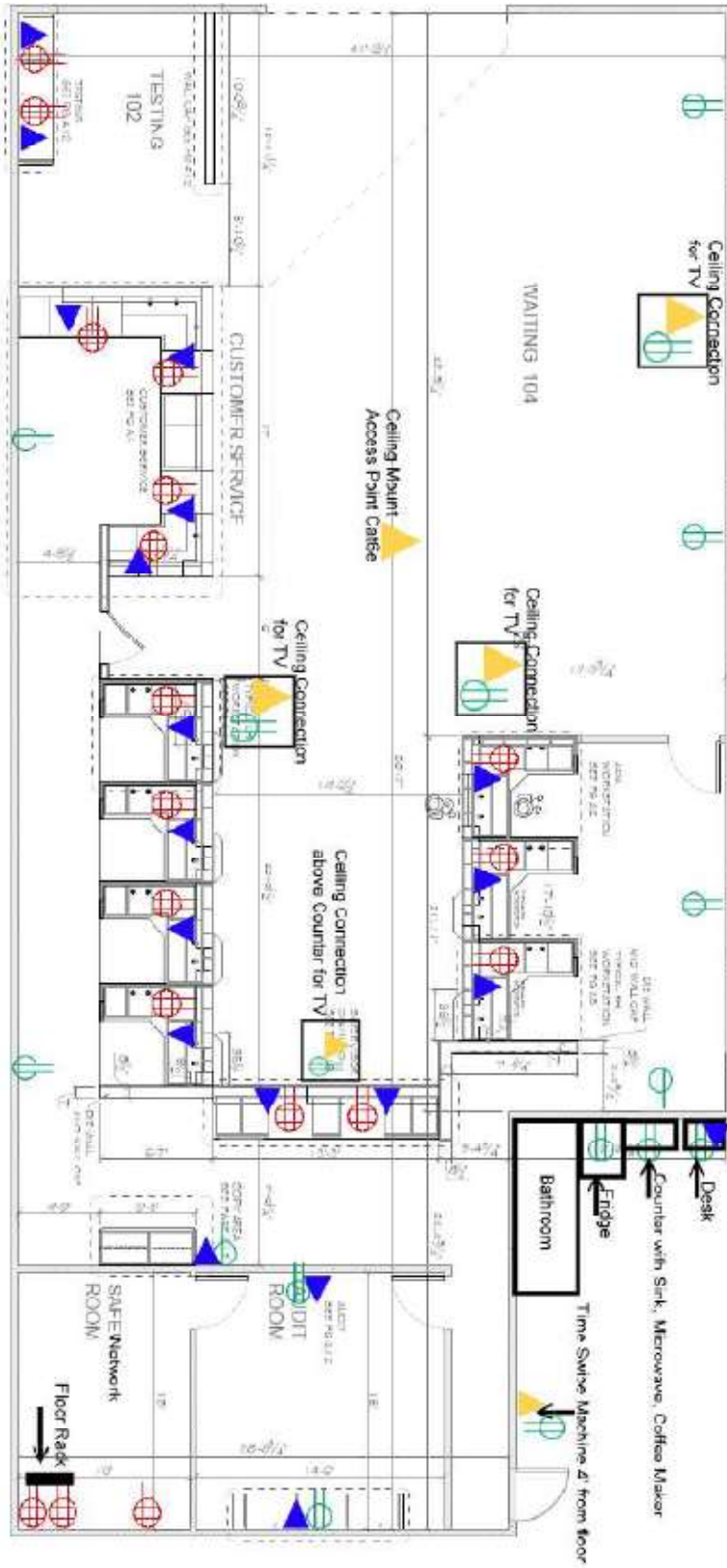
- V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.
- VI. Coverage must be provided on a primary-non contributory bases.
- VII. Designated Construction Project General Aggregate Limit Per Location Endorsement CG 25 03 is Required.
- VIII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.
- IX. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.
- X. Workers Compensation: State Workers' Compensation Board form DB-155 is required for proof of compliance with the New York State Disability Benefits Law.  
Locations of operation shall be "All locations in Erie County, New York."  
  
For those entities who request permits, licenses, or contracts are required to provide either an Affidavit of Exemption (BP-1) or Certificate of Insurance 105.2, Certificate of Self Insurance SI-12, DB-155, or a Certificate of Attestation CE-200 to evidence exemption of coverage by statute. It will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the standards printed above.
- XI. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.








# EXHIBIT A Sample Floor Plan



# Sample Wiring Diagram



Symbol on Map	Description
 Fourplex Outlet	These quad outlets are in all the work areas
 Duplex Outlet	These dual outlets are on exterior walls
 Dual Lan	Dual Lan pulls and punch downs at every work area
 Single Lan	<p>These single Lan Pulls</p> <ul style="list-style-type: none"> <li>• One is in the Ceiling in the center of the room for ceiling mounted access point THIS ONE MUST BE <b>CAT6E</b></li> <li>• One is in the Break Room for a time swipe. This should be about 4' off the floor</li> </ul>
	<p>These are for Ceiling Mount TVs. (Data &amp; Power)</p> <p>Please leave 10-15' slack for each as we may have to move these slightly when the installer comes</p>

## **EXHIBIT B Work Letter**

All renderings or plans of the leased space shall be approved in writing by the County. The following work shall be done for or by the Proposer, except as otherwise specified.

### **I. Leased Space Inventory**

- a. Customer Service Area
  - i. Waiting Area
  - ii. Testing Area
  - iii. Customer Service Desk
  - iv. Cashier Windows
  - v. Supervisor Counter
  - vi. Public Restroom (ADA Compliant) (NOTE: SAMPLE FLOOR PLAN DOES NOT INCLUDE THIS FEATURE, PLEASE BE SURE THAT FLOOR PLAN INCLUDES AN ADA COMPLIANT PUBLIC RESTROOM.)
- b. Network/Utility Room
- c. File/Plate Room
- d. Manager's Office (with one-way glass to see work floor)
- e. Break Room (NOTE: SAMPLE FLOOR PLAN DOES NOT INCLUDE BREAK ROOM.)
- f. Employee Restrooms (ADA Compliant)
- g. Janitorial Closet

### **II. Millwork**

- a. Furnish and install new cashier workstations with plexiglass shield, one (1) of which is accessible to the disabled. (NOTE: SAMPLE FLOOR PLAN FEATURES SEVEN (7) WORKSTATIONS. THE ERIE COUNTY AUTO BUREAU WILL CONSIDER ALL SUBMISSIONS REGARDLESS OF THE NUMBER OF WORKSTATIONS. PLEASE BE SURE THAT FLOOR PLAN INCLUDES AN ADA COMPLIANT PUBLIC RESTROOM.)
- b. Furnish and install one (1) customer service counter.
- c. Furnish and install the Supervisor's Counter.
- d. Furnish and install six (6) lineal feet of wall/base cabinets and counter in the Break Room, including employee sink area
- f. Furnish and install Work Area counter and partition.
- g. All access doors between customer waiting areas and work areas shall be of a height and thickness as to provide enhanced security to employees

### **III. Electrical**

- a. Selective electrical demolition of existing space.
- b. Furnish and install electric per code for buildout space.

- c. Furnish and install 2'x2' and 2'x4' prismatic troffers for proper lighting layout throughout space *where needed*.
- d. Furnish and install dedicated circuits for work stations
- e. Furnish and install dedicated circuits for all offices and other dedicated rooms within the leased space.
- f. Furnish and install data drops and terminations for space specified in approved floor plan/wiring diagram
- g. Furnish and install cable/coax for build out space specified in approved floor plan/wiring diagram
- h. Furnish and install video wiring and equipment for build out space specified in floor plan/wiring diagram
- i. Furnish and install security system specified in approved floor plan/wiring diagram, including panic buttons at each workstation, customer service counter and supervisor's counter

#### **IV. Plumbing**

- a. Furnish and install all rough plumbing per drawings
- b. Furnish and install all finish plumbing per drawings
- c. Furnish and install pipe insulation on new plumbing
- d. Furnish and install new plumbing fixtures per drawings

#### **V. Doors & Windows**

- a. Furnish and install interior 3'x7' wood birch doors with hollow metal frames
- b. Door height marker affixed to frames of all exiting doors for security and identification purposes
- c. Furnish and install hardware for new interior doors. This includes hinges, doorstops, four passage sets, three keyless locksets and three keyed locksets.
- d. Exterior doors preferred to be hands free for ADA compliance and COVID safety.
- e. One-way glass window for manager's office to view work areas.

#### **VI. Finishes**

- a. Furnish and install twenty (20) gauge metal stud framing per drawings.
- b. Furnish and install 5/8" drywall, finished and ready to paint per drawings
- c. Install double layer of 5/8" drywall along the perimeter walls of the safe room at a minimum of eleven (11) feet in height.
- d. Replace missing, damaged or stained ceiling tiles.
- e. Furnish and install 4' vinyl cove base throughout the proposed space.
- f. Furnish and install one (1) coat of primer and two (2) coats of paint on finished drywall. Colors shall be approved by the County.
- g. Furnish and install standard vinyl composition tile in the employee break room
- h. Furnish and install clear poly finish on new doors.
- i. Furnish and install paint on new hollow metal door frames
- j. Specialties furnish and install restroom accessories

- k. Furnish and install exterior signage

## **VII. HVAC**

- a. One new unit with ducting. Reuse one existing unit with new duct work.

## **VIII. Fire Protection Systems**

- a. Proposed facility and buildout must demonstrate that it complies with any and all applicable New York State and local fire prevention codes.
- b. Furnish and install fire alarm system, including inspection drawings and certification.

**EXHIBIT C**  
**Statement of Landlord's Services**

1. Repairs to, replacements of and maintenance for the roof and repairs to and maintenance of elevators (if applicable) within the building.
2. Repairs to and replacements of those components of the HVAC, plumbing, water, electrical and sprinkler (if any) systems which extend beyond the leased premises or which serve both the leased premises and other portions of the building.
3. Snow plowing; parking lot lighting, striping and maintenance; landscaping; garbage removal, maintenance of fences (if any); lawn and yard care; maintenance of building exterior and building sign exterior window cleaning; cleaning and maintenance of, repairs to, utilities for and cleaning and janitorial services for the leased premises, as well as any common hallways, lobbies, elevators, entrances, walks and restrooms and other areas of facilities which service both the leased premises and other portions of the building.
4. Insurance policies providing coverage for (a) fire, casualty and extended risk for the building for the full replacement value thereof or such lesser amount as Landlord may elect and is acceptable to the Mortgagees, (b) liability of Landlord for personal injury and property damage caused by occurrences on or connected with the Property, (c) loss of rent by Landlord for twelve (12) months following fire or casualty damage and (d) such other insurance or coverage as may be required by any Mortgagee or is desired by Landlord and is in Landlord's opinion, prudent for the Property.
5. Janitorial and maintenance services for the premises as described in lease, with such services available upon request during hours of County access.