

ERIE COUNTY DEPARTMENT OF ENVIRONMENT AND PLANNING
OFFICE OF GEOGRAPHIC INFORMATION SERVICES

REQUEST FOR PROPOSAL (RFP)

ACQUISITION OF COUNTY-WIDE ORTHOIMAGERY AND OBLIQUE IMAGERY

RFP #2025-050VF

RFP Issue Date: December 5, 2025
Due Date: December 22, 2025 at or before 3:00pm

**DEPARTMENT OF ENVIRONMENT AND PLANNING
OFFICE OF GEOGRAPHIC INFORMATION SERVICES
EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET, 10th FLOOR
BUFFALO, NEW YORK 14202**

ERIE COUNTY
OFFICE OF GEOGRAPHIC INFORMATION SERVICES
REQUEST FOR PROPOSAL (RFP)
ACQUISITION OF COUNTY-WIDE ORTHOIMAGERY AND OBLIQUE IMAGERY

1. INTRODUCTION

The Erie County Department of Environment and Planning, Office of Geographic Information Services (OGIS) is seeking proposals from qualified aerial imagery acquisition firms to collect and deliver color, high-resolution Erie County-wide orthogonal and oblique digital aerial imagery over the course of a five-year, three flight contract. Erie County departments and Erie County municipal offices will use the imagery to support a wide range of planning, management, and public service functions.

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

This Request for Proposal (RFP) outlines the imagery acquisition project background, and requirements.

2. PROJECT BACKGROUND

Erie County is located in western New York State with its western border along the Lake Erie shoreline. Erie County covers approximately 1,060 square miles of land area and consists of 3 cities, 16 villages, and 25 towns. The City of Buffalo is the largest metropolitan area within the County. Based on 2023 land cover data, approximately 35% of the County is forested, 25% is rural agricultural, 30% is suburban/urban, and the remainder is wetland or otherwise undeveloped.

The County is seeking a five-year contract with a three flight orthorectified and oblique imagery capture to support its aerial imagery users. The most recent flight of county-wide high resolution orthogonal and oblique aerial imagery was completed in Spring, 2020 at a 3-inch resolution. Authorized county and municipal users can access the Spring 2020 imagery and provider-archived historical imagery using a secure online cloud-based platform delivered with the imagery. Geographic Information System (GIS) users at the County can integrate the securely hosted imagery into ESRI GIS software.

3. PROJECT OBJECTIVES

The County's objectives are to:

- **Attain a five-year contract to acquire natural color high resolution orthoimagery and oblique aerial imagery of the Erie County, NY geographic area in two-year increments, ideally in Spring 2026, Spring 2028, and Spring 2030.** Imagery capture should occur in leaf-off, no or limited snow cover, and minimal cloud cover conditions. It is expected that vertical imagery will be post-processed to result in a seamless digital orthorectified product for use in GIS.
- **Provide county and municipal users with a secure web-based aerial imagery viewer and training on its use.**
An imagery viewer that includes tools for high-resolution image visualization, historic imagery comparison, and basic spatial analysis for use by authorized county and municipal users, including training on its use, should be provided by the proposer.
- **Integrate aerial imagery into GIS applications.** ESRI ArcGIS Pro and associated ESRI products are the main GIS software used by Erie County GIS users. The County is requesting an add-in tool that integrates the orthogonal and oblique imagery into ESRI products and programmatic access to view imagery in Open Geospatial Consortium (OGC) compliant platforms with an Application Programming Interface (API).

4. SCOPE OF SERVICES

a. Professional Standards and Practices

The project will be awarded to a vendor with turnkey services, experience, aircraft, processing equipment and photogrammetric expertise to ensure the project team can deliver professional quality products in a timely and cost-effective manner.

Erie County is funding the project and will only pay for data after full quality control and acceptance by the Erie County Office of Geographic Information Services.

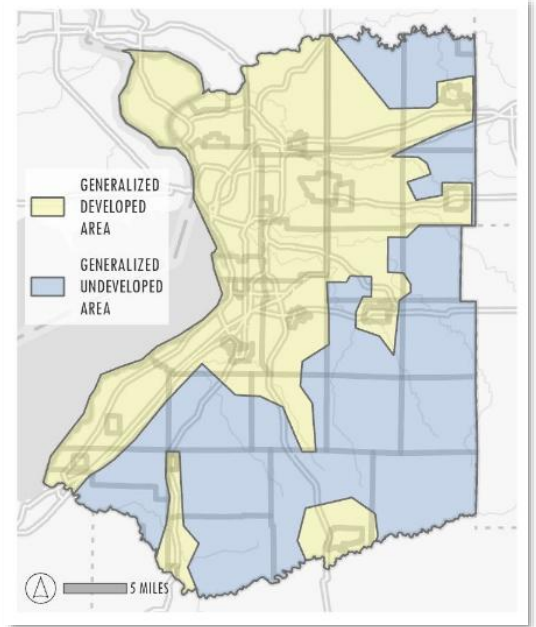
b. Geographic Extent and Ground Resolution

The desired coverage for both orthographic natural color and oblique aerial imagery is the entirety of Erie County, NY – a land area of approximately 1,060 square miles.

At a minimum, color vertical and oblique aerial imagery will be acquired at a resolution of 3-inch ground sampling distance (GSD) in largely developed areas and 6-inch GSD in more rural and forested areas. The County would consider county-wide 3-inch GSD if deemed cost effective.

Separate Price Sheets can be submitted by the proposer for 3-inch and 6-inch resolution imagery combination and a complete 3-inch resolution flight. The County welcomes offers for options better than the minimum requirements in terms of area coverage and ground resolution.

For this project, the County has delineated a generalized developed area of approximately 554 square miles to highlight where 3-inch imagery is requested. A shapefile of the delineation is available by request at gis@erie.gov



c. Aerial Imagery Collection

Imagery flight(s) should not occur before award of a contract. Cloud free imagery is required. Imagery should be captured at an altitude of 10,000 feet or less above ground level and during ideal ground conditions including leaf-off, cloud-free, minimal haze, free of snow, ice, or flooding.

The successful firm shall obtain all necessary clearances, including military and government (Air Route Traffic Control Center) clearances to conduct the flights.

All aerial photography collection conducted for this project should conform to specifications established by the American Society for Photogrammetry and Remote Sensing (ASPRS) Positional Accuracy Standards for Digital Geospatial Data, Edition 2, Version 2.0. The successful firm shall be liable for ensuring that all photography complies with industry standard tolerances.

As solely determined by Erie County, images must be free of significant defects or inconsistencies in tone, contrast or color within an individual tile and/or between adjacent image tiles; color and contrast shall be natural. In the case that Erie County determines that the aerial imagery does not comply with the agreed specifications, the vendor will be required to take immediate action and bring all existing and future imagery up to standards, by re-flying these areas, upgrading equipment, enhancing post processing etc.

d. Orthorectified Imagery

Aerial imagery collection and post processing should ultimately result in a seamless digital orthorectified natural color imagery product suitable for visualization and analytical purposes in a geographic information system (GIS). It is expected that the orthorectified imagery will be created using a combination of automated and manual tools and inspected by the successful firm for image quality and consistent radiometric quality.

Erie County's standard data projection is the New York State Plane West Coordinate System, US feet, Datum NAD83. The vertical datum standard is North American Vertical Datum of

1988 (NAVD88), US Feet. Imagery georeferenced to this projection is preferable.

The successful firm will provide orthoimagery metadata following FGDC metadata standards that describes flight date, time, resolution, geographic projection, horizontal and vertical datum accuracy, photographic equipment, and post-processing details.

It is expected that orthoimagery and associated raw imagery will be available to Erie County via the proposer's cloud infrastructure within 8-weeks from the imagery capture and by portable external hard drive (USB2 or USB3) delivered within 12-weeks from the imagery capture.

e. Oblique Imagery

The successful firm will obtain low oblique aerial photography in Spring 2026, Spring 2028, and Spring 2030. Photography shall be acquired when skies are clear, free from turbulence, wind shear, and excessive smoke or haze. The ground shall be free from standing water. Photography shall not be flown during overcast sky conditions, nor shall photography contain objectionable shadows caused by clouds, relief, or low solar altitude. Submittals shall include sun angle, weather conditions, ground conditions and any other parameters that will be used as constraints to ensure high quality data is acquired. Resulting oblique images should be georeferenced and post-processed for accurate measurements.

The successful firm will provide oblique imagery metadata following FGDC metadata standards that includes flight date, time, resolution, geographic projection, horizontal and vertical datum accuracy, photographic equipment, and post-processing details.

It is expected that oblique imagery deliverable will be available to Erie County via the proposer's cloud infrastructure within 8-weeks from the imagery capture and by portable external hard drive (USB2 or USB3) delivered within 12-weeks from the imagery capture.

f. Imagery Hosting and Delivery

It is expected that for each of the three flight years, orthoimagery and oblique imagery will be hosted by the proposer within secure, cloud-based infrastructure for the duration of the contract.

Raw imagery is required to also be provided to the County via data download or an external hard drive.

In addition, within 4-6 weeks of the aerial flight, the Contractor shall deliver the raw images of the aerial flight for initial photo checking on portable (USB2 or USB3) external hard drives. Unacceptable aerial imagery shall be corrected at no additional cost

g. Imagery Viewer

Authorized county and municipal users presently have access to a secure web-based application to view and compare current and provider-archived historical ortho and oblique imagery, overlay other spatial data layers, perform spatial searches and

measurements, and save projects. The County wants to continue to provide a web-based application with similar functionality to County imagery users, including access to users in jurisdictions within the County boundary.

The imagery viewer application should at minimum include tools to:

- measure distance, height, area
- add text and draw features
- overlay and 'swipe' older currency images as available
- add and overlay GIS layers
- print layouts
- export imagery
- save and share projects

h. Imagery Integration into GIS Applications

The County is requesting imagery integration with existing software through at minimum:

- an API to stream imagery, compatible with OGC compliant platforms;
- a REST endpoint, compatible with OGC compliant platforms; and
- an ESRI ArcGIS Pro plugin that would provide similar basic functionality found in the web-based viewer: to view and compare current and provider-archived historical ortho and oblique imagery and perform spatial searches and measurements.

i. Training and Support

Training on the use of the imagery viewer application and on integrating imagery into ESRI-based GIS software should be included in the proposal. One annual virtual training course for imagery viewer users, technical support availability for administrators, and one training manual or video recording should be included in the proposal.

The successful firm should describe other technical support services and resources available to Erie County and its imagery users as part of the contract. Information related to availability of rapid aerial imagery in response to natural disasters should be included in the proposal as well.

5. PROPOSER INFORMATION

a. Schedule

RFP Advertisement	December 5, 2025
RFP Clarification Questions Due	December 12, 2025
RFP Clarification Responses Issued (via email)	December 15, 2025
RFP Due Date	December 22, 2025

Proposals must be received no later than 3pm on Monday, December 22, 2025.

b. Inquiries/Requests for Clarification

All inquiries or requests for clarification relative to this RFP should be emailed to gis@erie.gov by Friday, December 12, 2025 and should reference the RFP number.

Responses to questions will be posted on the Erie County Purchasing Department Requests for Proposals and Construction Bids website (<https://www3.erie.gov/purchasing/requests-proposals-construction-bids>) by December 15, 2025.

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.

c. Proposal Submission

One (1) original and three (3) print copies are required to be submitted by 3:00 pm on December 22, 2025 to:

**Lisa Matthies-Wiza, GISP
Erie County OGIS
95 Franklin Street, Room 1015
Buffalo, NY 14202**

Please clearly label your response “Sealed Proposal for Orthoimagery and Oblique Imagery.” Late proposals will not be accepted. All proposals must be received on or before 3:00pm on December 22, 2025. No faxed or emailed proposals will be accepted.

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.

d. Small Businesses and Women- and/or Minority- Owned Businesses

Efforts will be made by Erie County to utilize small businesses and women- and/or minority-owned businesses.

e. Notification of Award

It is expected that a decision selecting the successful Firm will be made within three (3) weeks of the proposal due date.

f. Timeframe for Work

Barring significant weather events, it is expected that the aerial flight capture will take place in Spring, 2026, Spring 2028, and Spring 2030. Post-processed imagery will be provided to

the County within four months of flight capture.

g. Erie County Insurance Requirements

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 “A”**.

6. PROPOSAL CONTENTS

Each proposal shall be prepared simply and economically avoiding the use of elaborate proportional materials beyond what is sufficient to provide a complete, accurate and reliable presentation. Proposer shall, at a minimum, include the following in the Proposal:

a. Experience and Qualifications

Proposer should describe relevant experience, specifically as it pertains to capturing and post-processing aerial orthoimagery and oblique imagery; providing an imagery viewer and GIS integration tools; and associated technical support. Similar engagements should be described in detail.

b. Project Team

The proposal shall list all individuals who will work on the project and include their resumes. The Project Manager should be clearly identified.

c. Price Sheet

The proposal shall include a detailed budget of all costs associated with the project. Hourly rates of the Project Team should be included.

The proposer is welcome to provide two separate price sheets - one for three biennial flights of the combination of 3” and 6” resolution imagery, and one for three biennial flights at 3” resolution only.

d. Project Approach/Design

The proposal shall include a thorough description of the approach to the project. Timeframe of project components including imagery capture, post-processing, and delivery should be included.

e. Required Forms

All firms must fully complete the **SCHEDULE “A” – PROPOSER CERTIFICATION** and **SCHEDULE “B” – ERIE COUNTY EQUAL PAY CERTIFICATION** and include the forms with the proposal.

f. MBE/WBE Participation

If the proposer is a Certified Erie County MBE/WBE Enterprise, include a copy of the Erie County Certification Letter with the proposal.

g. Veteran Owned Participation

If the proposer is a Veteran Owned Business, include a copy of a certification letter indicating the business is 51% or more Veteran Owned.

h. RFP Proposal Copies

One (1) original and three (3) print copies of the proposal are required. Submit all copies to Lisa Matthies-Wiza, no later than 3:00pm on December 22, 2025.

7. MISCELLANEOUS INFORMATION

a. Evaluation Criteria

A committee of Erie County Department of Environment and Planning, Office of Geographic Information Services and other Erie County representatives will review and score the proposal using the following criteria.

Each proposal will be evaluated on a 100-point scale. Points shall be allocated in accordance with the following five (5) categories:

- **Demonstrated Experience and Qualifications of Proposer (30 Points)**
 - Experience capturing, processing, and providing ortho and oblique imagery (15 points)
 - Experience hosting and sharing imagery in secure, stable and efficient environments (5 points)
 - Experience providing and maintaining a web-based imagery viewer (5 points)
 - Experience providing training and technical support (5 points)
- **Project Management and Timeline (15 points)**
 - Experience with all aspects of project administration including quality assurances and schedule maintenance for data capture, post processing, data hosting, user training, and the delivery of all project products and services.
- **Overall Cost (40 points)**
 - It should be noted that while price is not the only consideration, it is an important one.
 - Separate price sheets can be submitted for three biennial flights of the combination of 3" and 6" resolution imagery, and one for three biennial flights at 3" resolution only.
- **MBE/WBE and Veteran Owned Business participation (5 points)**
- **Value Added (10 points)**
 - Any additional information that may add value for the products and services requested.

The selection criteria are provided to assist proposers and are not meant to limit other

considerations which may become apparent during the course of the selection process.

b. Caveats

- Erie County Department of Environment and Planning reserves the right to reject any and all proposals received in response to this RFP.
- Erie County Department of Environment and Planning reserves the right to issue written notice to all participating firms of any change in the proposal submission schedule should the County determine in its sole discretion that such changes are necessary.
- 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.

c. 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 Proposal 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 officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Erie County Legislature, the Erie County Fiscal Stability Authority, 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 RFP:

- 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; and
- 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 General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process.

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

d. 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 FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.

It is anticipated that the term of the contract shall be for a six (6) year period commencing upon contract execution by both parties.

e. Indemnification & 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 “C.”**

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

f. 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.

g. 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.

h. 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.

i. 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.

j. 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 in 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.

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 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 "B" – ERIE COUNTY EQUAL PAY CERTIFICATION

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

SCHEDULE "C" – STANDARD INSURANCE PROVISIONS

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 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 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.