



ERIE COUNTY

REQUEST FOR PROPOSALS

TO PROVIDE:

*Strategic Talent Development Services,
Including Coaching, Organizational
Development, and Training & Instructional
Design*

RFP # 2025-051VF

December 5, 2025

Erie County Department of Personnel

Brian C. Bray, Commissioner

EDWARD A. RATH COUNTY OFFICE BUILDING

95 FRANKLIN STREET

BUFFALO, NEW YORK 14202

COUNTY OF ERIE, NEW YORK

REQUEST FOR PROPOSALS

RFP# 2025-051VF

Strategic Talent Development Services: Coaching, Organizational Development, and Training & Instructional Design

I. INTRODUCTION

The County of Erie, New York (“County”) is soliciting Proposal Statements from qualified firms, agencies, and individual practitioners to provide as-needed strategic talent development services, including coaching, organizational development, and training & instructional design.

This RFP will result in the establishment of a diverse, pre-qualified pool of vendors who may be engaged on an as-needed basis by County departments over a three (3) year term.

The County of Erie is committed to supporting a highly skilled, values-driven workforce by expanding learning, leadership, and organizational development opportunities.

Through this RFP, the County seeks to enhance employee capability, strengthen supervisory and managerial competence, support organizational effectiveness, promote equitable and inclusive talent development practices, and offer meaningful learning opportunities that build a culture of engagement, continuous improvement, and high-quality public service.

The County reserves the right to issue multiple awards, request additional information, amend this RFP, waive informality, or reject any proposal deemed not to be in the County’s best interest.

This RFP does not commit the County to pay any costs incurred in the preparation of proposals or to award any contract.

II. PROPOSAL PROCEDURES

A. ANTICIPATED SCHEDULE OF PROPOSAL

Issue RFP:.....December 5, 2025

RFP Informational Meeting:.....December 15, 2025, from 9 a.m. to 10 a.m.

RFP Informational Meeting will be held via WebEx. Register for the Informational Meeting by contacting David.Nitsche@erie.gov by December 14, 2025.

Proposals Due:.....January 5, 2026, by 4:00 p.m.

Selection Made by:.....February 1, 2026

Contract Signed:.....Following all necessary County approvals.

Requests for clarification of this RFP must be written and submitted to David Nitsche at David.Nitsche@erie.gov. Questions may be submitted until 4:00 pm EST on December 14, 2025. Formal written responses will be distributed by the County on December 22, 2025, and will be available at <https://www3.erie.gov/purchasing/requests-proposals-construction-bids>.

B. GENERAL REQUIREMENTS

1. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation.
2. One (1) original and three (3) copies shall be submitted. Proposals MUST be signed. Unsigned proposals will be rejected. One (1) electronic copy of the proposal shall also be submitted electronically to David.Nitsche@erie.gov.
3. Submission of the proposals shall be directed to:

Brian C. Bray
Commissioner Erie County Department of Personnel
95 Franklin Street, Room 604
Buffalo, NY 14202

All proposals must be delivered to the above office on or before January 5, 2026 at 4:00 p.m. EST. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.

4. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.

5. Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Those proposers will be notified to arrange specific times.
6. No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.
7. Certified Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) proposers should include the Erie County certification letter with the proposal.
8. If proposer is a Veteran Owned Business, proposer should include letter indicating company is 51% or more Veteran-owned.

All proposers submitting proposals must include a cost proposal in a separate sealed envelope clearly labeled with the proposer name, due date of proposal, proposal name "Strategic Talent Development Services RFP # 2025-051VF" and Cost Proposal.

III. SCOPE OF PROFESSIONAL SERVICES REQUIRED

A. REQUESTED SERVICES

The County seeks vendors capable of delivering services across any or all of these areas:

Coaching

Coaching services are intended to support leaders, supervisors, teams, and individual contributors in strengthening their effectiveness, building self-awareness, and enhancing their capacity to contribute to a high-performing, values-driven organization. Coaching may be provided virtually, in person, or in a hybrid model.

Coaching services may include, but are not limited to:

- One-on-one coaching for executives, senior managers, mid-level managers, supervisors, emerging leaders, and general staff
- Team or group coaching, including action learning groups and cohort-based development programs
- Peer-based coaching facilitation, including structured peer learning circles
- Leadership assessments, including administering, scoring, and interpreting tools such as:
 - 360° feedback instruments
 - Strengths assessments (e.g., CliftonStrengths)
 - Emotional intelligence assessments
 - Personality or behavioral style assessments (e.g., DISC, MBTI)
- Development plans and goal alignment, including individualized improvement plans tied to organizational goals
- Coaching to support transitions, such as promotions, onboarding into leadership roles, or assuming new responsibilities
- Performance-focused coaching, including navigating challenging conversations, improving supervisory skills, or supporting work performance
- Coaching for teams, including conflict navigation, improving communication norms, and strengthening team culture
- Equity-informed coaching, integrating principles of cultural humility, psychological safety, trauma-informed practice, and inclusive leadership.

Organizational Development

Organizational Development (OD) services support County departments in improving team effectiveness, strengthening organizational culture, and enhancing operational excellence. OD engagements may be short-term (e.g.,

meeting facilitation) or long-term (e.g., multi-phase culture assessments or department-wide change initiatives).

Organizational Development support may include:

- Organizational assessments, including quantitative and qualitative data collection (e.g., interviews, focus groups, surveys, observation) and analysis to identify strengths, gaps, and opportunities
- Team development, including improving communication, collaboration, and psychological safety
- Culture-building, including designing interventions that reinforce County values and desired behaviors
- Conflict resolution, mediation, and facilitated problem-solving conversations
- Strategic planning, including department-level or cross-departmental planning, priority-setting, and action plan development
- Succession planning and talent pipeline development
- Change management, including stakeholder engagement, readiness assessments, communications planning, and implementation support
- Process improvement, including Continuous Quality Improvement (CQI), Human-Centered Design, Lean practices, workflow mapping, or service delivery redesign
- Retreat design and facilitation, including leadership retreats, staff summits, strategic off-sites, or team-building sessions
- Leadership or management development program design, including multi-session cohort programs
- Equity-centered OD, integrating equity impact assessments, inclusive design practices, and strategies that improve belonging and access

Training & Instructional Design

Training and instructional design services support County-wide employee learning and skill development. Vendors may provide existing curriculum, customize materials, or develop new content aligned with County needs.

Training & Instructional Design services may include:

- Instructor-Led Training (ILT): Design and delivery of in-person, virtual, or hybrid training sessions on topics such as:
 - Supervisory and managerial skills
 - Communication skills
 - Equity, diversity, and inclusion
 - Customer service

- Conflict resolution and problem-solving
- Project management and time management
- Emotional intelligence
- Team effectiveness
- Workplace culture and civility
- Policy and compliance topics (as relevant to the provider's expertise)
- Instructional Design: Development or adaptation of learning content, including:
 - New or revised training curricula
 - Participant guides, facilitator guides, slide decks, and job aids
 - Microlearning modules
 - Asynchronous online learning (SCORM-compliant when applicable)
 - Curriculum modernization and digitization
 - Learning evaluation tools (surveys, quizzes, knowledge checks)
 - Training pathways or learning series
- Training Needs Assessment: Conducting assessments to identify:
 - Skill gaps
 - Departmental training needs
 - Learning outcomes and competency frameworks
 - Opportunities for continuous learning
- Evaluation & Measurement: Building tools and processes to assess:
 - Learner satisfaction
 - Knowledge acquisition
 - Skill application
 - Program effectiveness
 - Training ROI where applicable

B. VENDOR QUALIFICATIONS

All respondents must:

- Have been in operation for at least three (3) years OR have equivalent professional experience as an independent practitioner.
- Demonstrate experience delivering services within the category or categories for which they are applying.

- Possess the ability to provide services virtually, on-site, or in hybrid format.
- Demonstrate commitment to equity, inclusion, accessibility, cultural humility, and psychological safety.
- Have the capacity to begin work within a reasonable time after notification.
- Have no outstanding debt or past performance issues with the County of Erie.
- Submit a complete proposal with all required components and signatures.
- Provide at least three (3) professional references.

IV. PROPOSAL FORMAT & REQUIRED CONTENT

All proposals must be organized in the order outlined below. Proposers must provide complete and sufficient detail to allow the County to evaluate the quality, relevance, and feasibility of the proposed services.

A. COVER LETTER

Include a signed letter on organizational letterhead that:

- Identifies the primary contact person
- Confirms the proposer's interest in participating in the County's pre-qualified vendor pool
- States the categories of service being proposed (Coaching, OD, Training/Instructional Design)

B. ORGANIZATIONAL PROFILE

Provide:

- Brief history of the organization or practitioner
- Description of core services
- Summary of experience with public-sector clients (if applicable)
- Organizational commitment to equity, inclusion, accessibility, and cultural humility
- Description of virtual, in-person, and hybrid delivery capabilities

C. PROPOSED SERVICES OVERVIEW

Clearly identify which of the three service areas the proposer intends to provide:

1. Coaching
2. Organizational Development
3. Training & Instructional Design

Proposers may apply to one or multiple categories. For each category selected, provide a narrative describing:

- Your approach and methodology
- Your philosophy or framework (e.g., strengths-based coaching, CQI, human-centered design, adult learning theory)
- Unique value or differentiators

D. PROPOSED CLASSES, COURSES, AND ASSESSMENTS

Proposers submitting under any category that includes facilitation, instruction, or assessment must provide detailed information for each proposed class, workshop, training series, or assessment tool.

Each offer must include all of the following:

1. Name of the Course/Offering: Provide the full title as it should appear in County learning materials.

2. Type of Offering:

Indicate:

- Instructor-Led Training (In-person)
- Virtual Instructor-Led Training
- Hybrid Delivery
- E-Learning / Asynchronous module
- Assessment tool (e.g., DISC, CliftonStrengths, 360° feedback)
- Coaching engagement (individual, team, cohort)
- OD facilitation (retreat, team session, strategic planning, etc.)

3. Length and Format:

Specify:

- Total duration (e.g., 2 hours, 1 day, a 6-month cohort, a 3-session series)
- Session length, if multi-session
- Maximum and minimum participants
- Recommended frequency and pacing (if relevant)

4. Detailed Description & Learning Objectives

Provide a description of the course or engagement, including:

- Purpose and scope
- Target audience (staff, supervisors, managers, teams, emerging leaders, executives)
- Primary learning outcomes or behavioral objectives
- County competencies the session supports (if applicable)
- Any pre-work or follow-up assignments

5. Assessments and Evaluation Tools

If the course or engagement incorporates assessments, identify:

- The name of the assessment tool
- Whether the tool is proprietary or publicly available
- Administration process (online, paper, facilitated session)
- Whether scoring, interpretation, or debriefing is included
- Cost structure (per participant, per team, bundled)

If a course does *not* use formal assessments, describe how learning is measured (e.g., surveys, quizzes, knowledge checks, skill demonstrations).

E. Staffing and Qualifications

Provide the following for all personnel who may deliver services:

- Name, title, and professional background
- Credentials, certifications (e.g., ICF coaching levels, MBTI certification, CQI trainer certification)
- Experience with public-sector organizations
- Topics and populations of specialization
- Roles they will play in delivering services

Resumes may be included in an appendix and do not count toward the page limit.

F. Subcontractors (If Applicable)

If the proposer intends to subcontract any portion of the services described in this RFP, the proposer must:

- Identify all proposed subcontractors in the proposal, including:
 - name of the subcontracting entity
 - description of services the subcontractor will provide
 - qualifications and relevant experience
 - percentage or portion of work to be subcontracted
- Provide resumes or qualifications for all subcontractor personnel who will perform services under the resulting agreement.
- Acknowledge that the prime contractor remains fully responsible for the performance, supervision, quality, and timely delivery of all subcontracted work.
- Agree that no subcontractor may be used without the prior written approval of the County of Erie. The County reserves the right to reject any proposed subcontractor at its sole discretion.
- Ensure that all subcontractors comply with all terms and conditions of the RFP and any resulting contract, including insurance, indemnification, confidentiality, and intellectual property requirements.
- Confirm that subcontracting will not increase costs to the County unless explicitly approved as part of the Cost Proposal.

G. Past Performance & References

Submit at least three (3) references from clients for whom comparable services were provided within the past five years. Include:

- Client organization

- Contact name and email
- Summary of services provided
- Outcomes or impact (if known)

H. Cost Proposal

The cost proposal must be submitted in a sealed and clearly labeled envelope and must include:

- Hourly rates
- Per-session or per-engagement fees
- Assessment tool pricing
- Group pricing or package options
- Any additional costs (materials, technology, travel, etc.)
- Volume-based pricing (if available)

V. STATEMENT OF RIGHTS

A. UNDERSTANDINGS

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

- that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the County of Erie and is not a bid under Section 103 of the New York State General Municipal Law;
- submission of a proposal, attachments, and additional information shall not entitle the proposer to enter into an agreement with the County of Erie for the required services;
- by submitting a proposal, the proposer agrees and understands that the County of Erie is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County of Erie, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Erie County Legislature, the Erie County Fiscal Stability Authority, and the Office of the Erie County Attorney.

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

- To reject any or all proposals;
- To issue amendments to this RFP;
- To issue additional solicitations for proposals
- To waive any irregularities in proposals received after notification to proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;

- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;
- To interview the proposer(s);
- To request or obtain additional information the County deems necessary to determine the ability of the proposer;
- To modify dates;
- All proposals prepared in response to this RFP are at the sole expense of the proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- While this is a RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
- 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:

- Proposer's demonstrated capability to provide the services.
- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.
- Proposer's experience to perform the proposed services.
- Proposer's financial ability to provide the services.
- Evaluation of the proposer's fee submission. It should be noted that while price is not the only consideration, it is an important one.
- A determination that the proposer has submitted a complete and responsive proposal as required by this RFP.
- An evaluation of the proposer's projected approach and plans to meet the requirements of this RFP.

- The proposer's presentation at and the overall results of any interview conducted with the proposer.
- Proposers MUST sign the Proposal Certification attached hereto as Schedule "A". Unsigned proposals will be rejected.
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

C. 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.

The term of the contract shall be for a three (3) year period commencing March 1, 2026, and terminating March 1, 2029. The County, in its sole discretion may extend the agreement beyond its initial term for up to two (2) additional one (1)-year periods at the same prices and conditions.

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 Consultant agrees:

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

of this Agreement and to bear all other costs and expenses related thereto.”

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

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

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 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.

F. ADDITIONAL PROVISIONS REGARDING TRAINING MATERIALS AND CURRICULUM

In connection with training, instructional design, assessments, coaching, or organizational development services provided under this Agreement, the following shall apply:

Custom Materials as Work Product

Any curricula, slide decks, participant guides, facilitator guides, job aids, reports, analysis, or other deliverables created specifically for the County under this Agreement shall be considered “Deliverables” and shall be treated as works made for hire under this Agreement. If any such Deliverable does not qualify as a work made for hire, the Consultant hereby assigns to the County all right, title, and interest in the Deliverable, including copyright.

Use of Consultant’s Pre-Existing or Proprietary Materials

If the Consultant uses any proprietary, pre-existing, or licensed materials not created specifically under this Agreement, the Consultant shall retain ownership of such materials. However, the Consultant grants to the County a perpetual, non-exclusive, royalty-free license to use, reproduce, display, and distribute such materials solely for internal County purposes.

Such license shall include the right to provide materials to County employees participating in training programs but shall not permit commercial redistribution outside of County operations.

Third-Party Copyrighted Materials

If the Consultant proposes to use materials owned by a third party (e.g., MBTI, DiSC, CliftonStrengths, proprietary assessments), the Consultant must:

- identify such materials in advance;
- secure any required permissions; and
- ensure that the County receives the appropriate participant materials and usage rights consistent with the third-party license terms.

The Consultant represents and warrants that all such use will comply with applicable intellectual property laws and licensing agreements.

Retention of Materials by Consultant

The Consultant may retain copies of all materials, including custom materials, for its professional portfolio or internal reference, provided that any County confidential information is removed and the materials are not resold, published, or used in a manner that would conflict with the County’s ownership rights.

No Limitation on County Use

The Consultant agrees that the County may continue to use all Deliverables created under this Agreement after the expiration or termination of the contract, without restriction or additional cost, unless otherwise required by law.

G. CONFIDENTIALITY AND DATA SECURITY

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

Confidentiality of County Information

The Consultant acknowledges that, in the course of providing services, it may have access to confidential, sensitive, or personally identifiable information belonging to County employees or the County (“Confidential Information”). The Consultant shall keep all such information strictly confidential and shall not disclose any Confidential Information to any third party without the prior written permission of the County.

Protection of Employee Assessment and Coaching Information

The Consultant agrees that all information obtained through coaching engagements, interviews, focus groups, assessments, 360-degree evaluations, or other organizational development activities is confidential and shall be used solely for the purpose of delivering services under this Agreement. Individual-level data shall not be shared outside authorized County personnel except as expressly approved by the County.

Data Handling and Storage Requirements

The Consultant shall implement and maintain administrative, technical, and physical safeguards appropriate to the nature of the information to protect against unauthorized access, disclosure, alteration, or destruction. Electronic data must be stored on secure, access-controlled systems. Transmission of confidential data must occur through encrypted or otherwise secure methods approved by the County.

Prohibition on Redisclosure and Secondary Use

The Consultant shall not use County data for any purpose other than fulfilling its obligations under this Agreement, and shall not aggregate, monetize, or use such data for research, training, marketing, or product development without express written permission from the County.

Data Breach Notification

The Consultant shall notify the County immediately, and no later than 24 hours, upon discovery of any actual, suspected, or imminent unauthorized access, disclosure, or breach of County data. The Consultant shall fully cooperate with the County in any investigation and remediation efforts.

Return or Destruction of Data

Upon expiration or termination of the Agreement, the Consultant shall, at the direction of the County, return or securely destroy all County data in its possession, including backups and derivative files, except where retention is required by law.

Subcontractor Requirements

Any subcontractor engaged by the Consultant who may have access to Confidential Information must be approved by the County in advance and must be bound by written confidentiality and data security obligations no less strict than those contained herein.

H. 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.

I. 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.

J. 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.

K. 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 1-15 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.

L. EFFECTIVE PERIOD OF PROPOSALS

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

SCHEDULE "A"**PROPOSER CERTIFICATION**

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

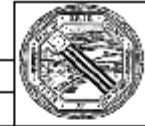
Name and Title

SCHEDULE "B"
STANDARD INSURANCE PROVISIONS

County of Erie Standard Insurance Certificate

LAW-1 INS (Rev. 3/06)

This certificate does not amend, extend or alter the coverage afforded by the standard form policies listed below.



I Insured Name Address Zip Phone No.	III Companies Affording Coverages <div style="border: 1px solid black; height: 20px; margin-bottom: 5px;">A</div> <div style="border: 1px solid black; height: 20px; margin-bottom: 5px;">B</div> <div style="border: 1px solid black; height: 20px; margin-bottom: 5px;">C</div> <div style="border: 1px solid black; height: 20px;">D</div>
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IV This is to certify that the policies listed below have been issued to the insured named above and are in force at this time.

Indicate Type of Insurance By Checking the Box	Policy Number	Effective Date & Expiration	Limits of Liability in Thousands		
			Check the Box	Occurrence	Aggregate
Company Letter - from III above 1. General Liability <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Premises and Operations <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Contractual <input type="checkbox"/> Personal Injury <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Explosion, Collapse <input type="checkbox"/> Underground Hazard			<input type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage <div style="text-align: center; margin: 10px 0;">OR</div> <input type="checkbox"/> Combined Single Limit		
2. Automobile Liability <input type="checkbox"/> Comprehensive Form <div style="text-align: center; margin: 5px 0;">OR</div> <input type="checkbox"/> Schedule Form <div style="margin-left: 20px;"> <input type="checkbox"/> owned <input type="checkbox"/> hired <input type="checkbox"/> non-owned </div>			<input type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage <div style="text-align: center; margin: 5px 0;">OR</div> <input type="checkbox"/> Combined Single Limit		
3. Excess Liability <input type="checkbox"/> Umbrella Form <div style="text-align: center; margin: 5px 0;">OR</div> <input type="checkbox"/> other than umbrella <input type="checkbox"/> auto <input type="checkbox"/> general <input type="checkbox"/> both			Bodily Injury & Property Damage Combined \$ _____ Self Insured Retention \$ _____		
4. Worker's Compensation & Employer's Liability Disability Benefits			Statutory Statutory		
5. Other <input type="checkbox"/>					

V. County of Erie is included as an additional insured under the following Policy numbers:

VI. Description of Operations: It is understood that this coverage on behalf of the insured is for all locations in the County of Erie, NY.

VII. Cancellation/Non-Renewal: Should any of the policies noted above be cancelled before expiration thereof or not renewed by the insured, the issuing company will endeavor to mail _____ days advance written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

VIII. Name and Address of Certificate Holder & Recipient of Notice: County of Erie c/o Department of Law 69 Delaware Avenue Suite # 300 Buffalo, NY 14202 716-858-2200	Date Issued _____ Auth. Representative _____ Firm name & address _____ _____ _____
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FOR COUNTY USE ONLY:	Name of County Dept. Requesting Certificate _____ Purchase Order or Contact Number _____ Vendor Insurance Classification _____
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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, Dept. of Law, Suite 300, 69 Delaware Ave., Buffalo, N.Y. 14202."
- B. Coverage must comply with all specifications of the contract.
- C. 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
Comp. Gen. Liab.	\$1,000,000	\$500,000 CSL	\$500,000 CSL	\$1,000,000	\$500,000 CSL	\$1,000,000	\$500,000 CSL
- Prem. & OPS	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Prods. & Comp. OPS	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Independ. Contract.	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Contractual	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Broad Form P.D.	INCLUDE	Note: Comprehensive Form Not Required					See note below
- X.C.U.							
- Personal Injury			INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Liquor Law				INCLUDE	see note below		
- Host Liquor							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.	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	see note below						see note below
Worker's Compensation & Employers Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Professional Liab.			\$1,000,000				
Erie County To Be Named Add'l Insd. On	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

* Construction contracts require excess Umbrella Liability limits of \$3,000,000.

** Snow removal contracts require evidence of broad form property damage.

*** 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.

**** Transportation of people in buses, vans or station wagons requires \$3,000,000 excess liability.

NOTE: Workers Compensation & Employers Liability plus NYS Disability Benefits does not apply to self employed individuals.

V. In some circumstances 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.

VI. 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.