



**ERIE COUNTY**  
**REQUEST FOR PROPOSAL (RFP)**  
**TO PROVIDE MIGRATION TO SAP S4/HANA**

**RFP # 2026-017VF**

**February 3, 2026**

**DIVISION OF INFORMATION & SUPPORT SERVICES  
EDWARD A. RATH COUNTY OFFICE BUILDING  
95 FRANKLIN STREET  
BUFFALO, NEW YORK 14202**

## TABLE OF CONTENTS

I.	INTRODUCTION.....	4
A.	Overview.....	4
II.	PROPOSAL PROCEDURES.....	4
A.	Anticipated Schedule of Proposal.....	4
B.	General Requirements.....	5
III.	SCOPE OF SERVICES REQUIRED .....	6
A.	Scope.....	6
1.1	Organizational Scope .....	6
1.2	Languages / Currencies.....	6
1.3	Key Objectives.....	6
1.4	Technical Requirements .....	7
1.5	Functional Requirements.....	7
1.6	Training and Documentation .....	8
1.7	Go-Live and Post-Go-Live Support.....	8
1.8	Service Deliverables .....	8
B.	Experience/ Qualifications.....	9
C.	Length of Contract .....	9
D.	Project Billing and Accounting.....	9
1	STATEMENT OF RIGHTS .....	9
A.	Understandings.....	9
B.	Evaluation .....	11
C.	Contract .....	12
D.	Indemnification and Insurance .....	12
E.	Intellectual Property Rights .....	13
F.	Non-Collusion .....	13
G.	Conflict of Interest .....	14
H.	Compliance with Laws .....	14
I.	Contents of Proposal .....	14
J.	Effective Period of Proposals .....	15
	EXHIBIT A – Technical and Operating Environment .....	16
	EXHIBIT B – Proposer Certification .....	18
	EXHIBIT C – Erie County Equal Pay Certification.....	19
	EXHIBIT D – Standard Insurance Provisions.....	20



## **I. INTRODUCTION**

### **A. Overview**

Proposals are requested by the Erie County Division of Information and Support Services (DISS) for SAP technical consulting services for the migration to SAP S/4HANA Cloud Private Edition. The project will include the implementation of SAP Success Factors and Workforce Forecasting and Scheduling. The County is running SAP ECC 6.0 EHP8, and currently in the process of upgrading to New GL and New Asset Accounting. The primary functions and use of this software include Financial Accounting, Funds Management, Controlling, Human Resources, Materials Management, and Plant Maintenance.

The County operates within a complex public-sector environment that includes civil service rules, multiple bargaining units, and statutory payroll and retirement reporting requirements. The County has several interfaces with external banking institutions, outside partners (e.g., health benefits, deferred compensation plan), and New York State for payroll and retirement. There are custom Z programs that handle data transmissions, as well as daily functions. Additionally, the County has software interfaces with Hyland Onbase and Aurigo Masterworks software.

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

The County reserves the right to amend this RFP. The County reserves the right to reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive formalities, if such action is deemed to be in the best interest of the County. The County reserves the right to request additional information from any proposer. The County reserves the right to award negotiated contracts to one or more proposers.

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

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

## **II. PROPOSAL PROCEDURES**

### **A. Anticipated Schedule of Proposal**

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

Issue RFP: February 3, 2026

Proposals Due: February 27, 2026

Selection Made: 30 days following due date

Contract Signed: Following all necessary County approvals

## B. General Requirements

1. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation.
2. One (1) original and five (6) copies shall be submitted by all proposers.
3. Proposals MUST be signed using the attached Exhibit B: Proposer Certification. Unsigned proposals will be rejected.
4. Submit the proposals to:

Rachel Solly  
Erie County Division of Information & Support Services  
95 Franklin St. Room 1505  
Buffalo, NY 14202

**All proposals must be delivered to the above office on or before February 27, 2026, 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.**

5. Requests for clarification of this RFP must be written and submitted to Rachel Solly at 95 Franklin Street, Room 1505, Buffalo, New York 14202 or via email to [Rachel.Solly@erie.gov](mailto:Rachel.Solly@erie.gov) no later than 4:00 PM on February 13, 2026. Formal written responses will be posted by the County via the County Website on or before February 20, 2026. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.
6. 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.
7. 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.
8. Certified Minority Business Enterprise/ Women's Business Enterprise (MBE/WBE) proposers shall include the Erie County MBE/WBE Certification letter with their proposal.

9. All potential contract-holders with Erie County shall agree to comply with Executive Order 13 (2014), and the Agency shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. (A copy of Executive Order 13 is available here: [Executive Order 13](#)). All contract holders will be required to sign the attached Exhibit 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 Agency, its offices and facilities, for the purpose of verifying information supplied in 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 bidder is not qualified to participate in future county contracts.

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

### **III. SCOPE OF SERVICES REQUIRED**

#### **A. Scope**

The Contractor shall provide experienced, credentialed staff to assist the County DISS personnel with the implementation and final acceptance of this project. This shall include knowledge transfer and functional training for the County staff for the correct operation and maintenance.

The Contractor's staff must have personal experience with SAP Public Sector implementation projects, specifically with upgrades to SAP S4/HANA.

If Erie County asks the Contractor to provide a project management resource, this individual may be designated as the lead to manage other staff on the project, working closely with the County's DISS staff, to ensure the project is progressing as planned.

##### **1.1 Organizational Scope**

The deployment will include one (1) organizational model and one (1) region within the scope of the project.

##### **1.2 Languages / Currencies**

Only one (1) currency will be tested within the solution, that being United States Dollars (USD). Only one application language will be tested within the solution, that being English.

##### **1.3 Key Objectives**

The SAP Contractor(s) assigned to this Project will complete the following tasks:

- Development of a business blueprint document developed in coordination with the customer
- Migrate current SAP ECC system to SAP S/4HANA Private Cloud Edition with SAP SuccessFactors and Workforce Forecasting and Scheduling
- Modernize business processes using SAP best practices
- Reduce technical debt by optimizing or retiring custom developments

- Implement improved security, compliance, and governance frameworks
- Training as defined within the business blueprint document
- Provide on-site support during and post Go-Live

## 1.4 Technical Requirements

- Legacy data migration and updated functionality for all SAP ECC 6.0 application modules in use by the County
- Contractor shall perform data profiling, reconciliation, and validation for all converted data, including parallel payroll testing and County sign-off prior to go-live.
- Allow the use of Fiori apps that can be launched by users via phone, tablet, or PC
- Integrate S/4HANA with existing non-SAP systems
- Migrate custom code or redesign where needed
- Migrate custom reports or redesign where needed
- Where native S/4 HANA Reporting is used, if possible, easily produce required government reporting
- Ensure that all the interfaces work with the S/4 HANA migrated systems as designed

## 1.5 Functional Requirements

### Human Resources

- Implement SAP SuccessFactors and Workforce Forecasting and Scheduling
- Updated functionality for Payroll and various fringe benefit programs
- Support online, searchable access to historical payroll records for Human Resources and Payroll staff, including earnings, deductions, hours, and adjustments, to support retirement system inquiries, audits, corrections, grievances, and benefit determinations
- Updated functionality for Core Human Resources, Position Management, and Personnel Action Processing
- Support Position Control and Personnel Action Authorization workflows
- Support civil service-compliant hiring, appointments, and employee status changes
- Updated functionality for Employee Self-Service (ESS) and Manager Self-Service (MSS)
- Support multiple bargaining units, pay plans, step progressions, longevity pay, and specialty differentials
- Provide position budgeting, vacancy tracking, and headcount reporting
- Provide audit trails for all transactions and changes
- Support mass updates, retroactive adjustments, and bulk processing
- Support configurable workflows and approvals across all HR business processes
- Provide robust reporting and analytics, including ad hoc queries, dashboards, and compliance reporting
- Convert and migrate employee and position master data while preserving historical civil service roster card information
- Support conversion of legacy civil service data into structured, searchable records
- Support administration of post-employment benefits, including retiree medical and related fringe benefits

## Accounting

- Convert vendor / customer numbers as needed while preserving historical transaction data
- Perform a cleanup of duplicate or outdated vendor and customer records
- Include and migrate Z fields utilized in New GL
- Bring forward all historical accounting documents into the Universal Journal, using the current splitting rules
- Ensure SAP S/4 HANA allows multi-year grant tracking
- Updated functionality for Financial Accounting, Funds Management, Controlling, Grants Management, and Project System

## Logistics

- Convert vendor / customer numbers as needed while preserving historical transaction data
- Perform a cleanup of duplicate or outdated vendor and customer records
- Updated functionality for Materials Management
- Updated functionality for Plant Maintenance (Enterprise Asset Management)

## 1.6 Training and Documentation

- Provide user training, documentation, and enablement materials.
- Support change impact analysis and role mapping

## 1.7 Go-Live and Post-Go-Live Support

- Plan and execute the Go-Live migration, ensuring minimal disruption to business operations
- Provide on-site support during and immediately following Go-Live to address any issues or concerns
- Monitor system performance and provide post-Go-Live optimization recommendations
- Go-live is contingent upon successful completion of data validation and County acceptance, including payroll parallel testing.

## 1.8 Service Deliverables

The deliverables for this service are:

- Project plan, including timelines, milestones, and resources
- Technical & functional design documentation
- Configured S/4HANA Cloud Private Edition environment
- Data migration strategy & execution artifacts
- Test scripts and results
- Training materials & user documentation

- Go-live readiness documents
- Post-go-live support plan

**Note:** Current operating system and SAP modules are listed in Exhibit A

## **B. Experience/ Qualifications**

The following are the qualifications sought for each member of the staff:

- Preferred to be SAP certified and have 7-10 years of SAP experience
- Required to have functional knowledge and experience in the FI, CO, FM, HR, MM, or PM/EAM modules
- Recommended to have experience in the public sector
- Must be U.S. Citizen or have H1-Visa
- Must be proficient in English, and have excellent communication skills

## **C. Length of Contract**

This project will begin upon issuance of a formal notice to proceed. Resources must be available at that time to begin working full time. Staff is expected to make all reasonable efforts to be available as needed Monday to Friday, hours 8:00 AM to 4:00 PM EST, except for County holidays and weekends. There may be instances when weekends or off-hours are required. Contractor shall specify a detailed timeline for the overall project.

## **D. Project Billing and Accounting**

The Services provided by the Contractor will be invoiced monthly, on a time and expense basis. The invoice will include a summary of the hours charged by Contractor, and all applicable expenses. The Contractor may issue separate invoices for time and related expenses.

# **1 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, 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;
- To select only certain areas of the proposal
- 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

Proposals will be evaluated based on the following criteria.

### Expertise/Experience

- Demonstrate that you have the capacity to provide these services. Provide a brief history of your experience, relating to SAP S4/HANA migrations. Discuss how long you have been delivering SAP services.
- Describe your experience with public sector Clients.
- Describe your experience with FI, CO, FM, HR, MM, and PM/EAM.
- Provide references from your SAP clients. (Contact Name, Address, Company name, Phone number, email addresses, services provided).
- Present your special expertise for the project and show how your firm's qualifications would best serve the County on this Project.
- Resumes of staff should be attached at the end of the proposal.
- Demonstrated experience implementing SAP S/4HANA and/or SAP SuccessFactors in public-sector human resources and payroll environments, including civil service, merit-based systems.
- Experience with multiple bargaining units, pay plans, step progressions, longevity pay, and specialty differentials.
- Experience preserving and providing access to historical payroll and personnel records.

### Rate

- Provide the overall total rates.
- Indicate the blended hourly rate for each of the proposed staff.
- The blended rate should be loaded to include all travel and living expenses, including transportation, meals, lodging, and mileage.
- Provide an estimated maximum project cost.

## **Implementation Methodology**

- Provide a recommended migration approach with a proposed project plan.
- Indicate whether any tools or accelerators that will be utilized.
- Describe the proposed approach for HR and Payroll data conversion, including validation, reconciliation, and parallel payroll testing.
- Describe the approach to configuring Position Management, Position Control, and Personnel Action workflows.

## **Project schedule**

- Provide an estimated time required in weeks for the product implementation.
- Identify major HR/Payroll milestones, including data conversion cycles, payroll parallel testing, user acceptance testing, and County acceptance.

Proposers MUST sign the Proposal Certification attached hereto as Exhibit B. Unsigned proposals will be rejected.

Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.

No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

## **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 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.

## **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 Contractor agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or

resulting from the negligence of the County, the Contractor 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 Contractor or third parties under the direction or control of the Contractor; 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 Exhibit C. 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 Contractor are to be considered "works made for hire". If any of the deliverables do not qualify as "works made for hire", the Contractor 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 Contractor agrees to assist the County, if required, in perfecting these rights. The Contractor shall provide the County with at least one copy of each deliverable.

The Contractor 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 Contractor 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 Contractor 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 Contractor 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.

## **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 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.

## **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 180 days from the proposal date.

## EXHIBIT A – TECHNICAL AND OPERATING ENVIRONMENT

The current environment for Erie County includes:

**A. Server:**

AIX, DBMS Oracle 19 for SAP

**B. Workstation**

Operating System Windows 11 Enterprise, Personal Productivity Software MS Office

### Current SAP Modules in Use

Financial	FI and New GL, FM, AP, AR, CO, AM
Human Resources	PA, ESS (Fiori), PY
Materials Management / Plant Maintenance	MM, PM, APM, SSAM
Reporting tools	ABAP, ALS, Report Writer, Report Painter, SAP Query, SAP script

### Technical Release/Statistics

Item	Release/Statistic
Current SAP R/3 Version	ECC 6.0 EHP8
Current Basis Release	754/31
Current Kernel	754
Current RDBMS Vendor	Oracle
Current RDBMS Version	19.26.0.0.0
Current Hardware Platform	S822A
Current Operating System	AIX 7.3
Number of SAP R/3 System in landscape	6
Size of production SAP R/3 Database	1TB
Existing growth of the Production Database	5GB/mo

### SAP Hardware Platforms in Use

SID	Description	Release	Type	RAM
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R/3 PRD	R/3 Production	ECC 6.0	PHYS POWER6	67 GB
R/3 SND	R/3 Sandbox	ECC 6.0	LPAR	32 GB
R/3 TRN	R/3 Training	ECC 6.0	LPAR	32 GB
R/3 CAB	R/3 Crash & Burn	ECC 6.0	LPAR	32 GB
SLM and SM1 DEV/PRD	Solution Manager Development and Production		LPAR	32 GB
PRDAP [1-5]	Production Application Server	ECC 6.0	LPAR	32 GB
R/3 DEV	R/3 Development	ECC 6.0	LPAR	32 GB
R/3 QAS	Quality Assurance	ECC 6.0	LPAR	10 GB

**CPU** - Two S822 Servers / Each server has 20 Power8 CPUs / Shared pool for LPARs

## EXHIBIT 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 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.

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*Proposer Name*  
By: \_\_\_\_\_  
*Name and Title*

## **EXHIBIT 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 \_\_\_\_\_, 2026.

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## EXHIBIT D - STANDARD INSURANCE PROVISIONS



**County of Erie Standard Insurance Certificate**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME	FAX AC NO.
	PHONE (Local/Ext.)	
INSURED	EMAIL ADDRESS	
	PREMIUM CUSTOMER ID #	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

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

INSR LTR	TYPE OF INSURANCE	ADOL/JSUR INSURING	POLICY NUMBER	POLICY EXPIRY DATE (MM/YY/YY)	PRO POLICY	LIMITS	
						GENERAL LIABILITY	GENERAL LIABILITY
<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Exclusions)	\$
						MD EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS COMPROV AGG	\$
							\$
GEN'L AGGREGATE UNIT APPLIES PER:		PRO JECT	LOC				
AUTOMOBILE LIABILITY						COMBINED SINGLE UNIT (Ex accident)	\$
<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
<input type="checkbox"/> HIRD AUTOS							\$
<input type="checkbox"/> NON-OWNED AUTOS							\$
<input type="checkbox"/> UMBRELLA LIAB		<input type="checkbox"/> OCCUR				EACH OCCURRENCE	\$
<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$
<input type="checkbox"/> DEDUCTIBLE							\$
<input type="checkbox"/> RETENTION \$							\$
WORKERS COMPENSATION						WC STATUS	DTR
<input type="checkbox"/> ANY EMPLOYER'S LIABILITY		<input type="checkbox"/> YIN				TDY/NETS	ER-
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED?							
(Mandatory in NC)						E.L. EACH ACCIDENT	\$
If yes describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACCORD 101, Additional Remarks Schedule, if more space is required)							

CERTIFICATE HOLDER	CANCELLATION
County of Erie 95 Franklin St Buffalo NY, 14202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

X. FOR COUNTY USE ONLY: Name of County Dept. Requesting Certificate

**Purchase Order or Contact Number** \_\_\_\_\_

#### Vendor Insurance Classification

**INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE**

I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.

II. CERTIFICATES OF INSURANCE

- A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"
- B. Coverage must comply with all specifications of the contract.
- C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.

IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concessionaires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen. Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL
General Aggregate	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Products Completed Operations Liability	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Blanket Broad Form Contractual Liability	INCLUDE						
Contractual Liability		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE						
X.C.U. (explosion, collapse, Underground)	INCLUDE						
Liquor Law				INCLUDE	INCLUDE		
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability				\$5,000,000			
Erie County, To Be Named Add'l Insd.	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.

VI. Coverage must be provided on a primary-non contributory bases.

VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.

In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is VIII. 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.