ERIE COUNTY

REQUEST FOR PROPOSAL (RFP)
Erie County Tax Mapping GIS Modernization and ArcGIS Pro Migration

RFP# 2026-057VF

2026

Scott A. Bylewski, Esq.
Director of Real Property Tax Services for Erie County, NY
EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET
BUFFALO, NEW YORK 14202

COUNTY OF ERIE, NEW YORK ("COUNTY")

REQUEST FOR PROPOSALS ("RFP")

RFP:Erie County Tax Mapping GIS Modernization and ArcGIS Pro Migration

I. INTRODUCTION

The Erie County Department of Real Property Tax Services ("DRPTS") is seeking proposals from qualified Proposers to assist with the migration, modernization, and enhancement of its existing tax mapping GIS environment. The County currently utilizes Esri ArcGIS Desktop ("ArcMap") and custom tools integral to daily operations to support tax map creation, maintenance, and related cadastral workflows,

As part of the County's transition to Esri ArcGIS Pro, DRPTS intends to migrate its existing GIS environment, convert applicable datasets, and replace existing ArcMap-based custom mapping tools with ArcGIS Pro-compatible solutions. The selected Proposer will be responsible for assessing the current environment, implementing the required migration and development activities, providing hands-on training to designated County staff on the new ArcGIS Pro workflows and custom mapping tools, and delivering a fully documented, tested, and production-ready solution that supports continued tax mapping operations.

The County seeks a Proposer with demonstrated experience in Esri GIS technologies, geodatabase migration, custom GIS application development, and ArcGIS Pro implementation. Proposals shall describe the Proposer's qualifications, technical approach, project methodology, and ability to successfully complete the requirements identified within this RFP.

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

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

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

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

II. PROPOSAL PROCEDURES

A. ANTICIPATED SCHEDULE OF PROPOSAL

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

Issue RFP: November 20, 2026

Optional Pre-Proposal Meeting: NA

Proposals Due: December 21, 2026

Selection Made: Upon appropriate review

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 (5) copies shall be submitted. Proposals MUST be signed. Unsigned proposals will be rejected.

3. Submission of the proposals shall be directed to:

   Scott A. Bylewski, Esq.
   Director of Real Property Tax Services for Erie County, NY
   EDWARD A. RATH COUNTY OFFICE BUILDING
   95 FRANKLIN STREET
   BUFFALO, NEW YORK 14202

   All proposals must be delivered to the above office on or before December 21, 2026 at 12:00 p.m. Proposals received after the above date and time will not be considered. It is agreed and understood that the County shall be under no obligation to return proposals.

4. Requests for clarification of this RFP must be written and submitted to

   Scott A. Bylewski, Esq.
   Director of Real Property Tax Services for Erie County, NY
   EDWARD A. RATH COUNTY OFFICE BUILDING
   95 FRANKLIN STREET
   BUFFALO, NEW YORK 14202

   no later than 12:00 p.m. on December 14, 2026. Formal written responses will be distributed by the County on or before December 17, 2026. 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 a letter indicating company is 51% or more Veteran-Owned.

9. An Optional Pre-Proposal meeting will not be held.

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 ("Erie County Tax Mapping GIS Modernization and ArcGIS Pro Migration RFP RFP# 2026-057VF") and Cost Proposal.

III. PROJECT BACKGROUND AND DELIVERABLES

A. Project Background

DRPTS maintains the County's tax mapping program using ArcMap platform. The existing GIS environment supports the creation and maintenance of official tax maps, parcel geometry, parcel attributes, and related cadastral data that are essential to the County's assessment and property tax administration functions.

In 2010, the County completed a project to convert its digital tax mapping datasets from AutoCAD into an enterprise GIS environment. As part of that effort, three custom ArcMap mapping tools were developed to automate critical business processes, including tax map production, parcel attribute calculations, and parcel centroid calculations. These tools continue to play a vital role in the County's daily tax mapping operations and have become integral to established business workflows.

The tax mapping team currently utilizes the following computer specifications:

- Operating System: Microsoft Windows 11, 64-bit
- Processor: Intel® Core™ i7-10700 CPU @ 2.90 GHz
- Installed Memory: 32 GB RAM
- System Type: 64-bit operating system, x64-based processor
- GIS Software and Databases: Esri ArcGIS Pro 3.3, ArcMap 10.8, Enterprise GDB 10.2.2
- ❖ Erie County provides ArcGIS Online Professional User Type Annual Subscriptions (Do not include any Licensing/Subscription costs in your proposal)

Because ArcMap has reached the end of its active product lifecycle and is being retired by ESRI, the County is migrating its tax mapping environment to ArcGIS Pro. The County seeks a qualified vendor to assess the existing GIS environment, migrate the current tax mapping system, convert annotation datasets, and redesign the existing custom mapping tools for ArcGIS Pro while preserving their core functionality and improving efficiency where appropriate.

A detailed description of each custom mapping tool, including its purpose, functionality, inputs, outputs, and business requirements, is provided in this RFP. Proposers are expected to demonstrate a clear understanding of the existing workflows and propose an implementation approach that minimizes disruption to County operations while modernizing the tax mapping environment.

The objectives of this project include:

- Migrating the DRPTS tax mapping environment from ArcMap to ArcGIS Pro.
- Preserving the integrity and accuracy of the County's tax mapping data throughout the migration process.
- Successfully converting annotation feature classes and validating migrated datasets.
- Replacing the existing ArcMap custom mapping tools with equivalent or enhanced ArcGIS Pro-compatible tools.
- Providing complete documentation, source code, training, and knowledge transfer to support the County's long-term maintenance of the solution.
- Delivering a fully tested, production-ready solution that satisfies all functional and technical requirements identified in this RFP.

B. Deliverables

Phase 1 Project Planning and GIS Migration

1. **Project Management Plan** – The Proposer shall develop and submit a comprehensive Project Management Plan that outlines the overall approach to executing the scope of work. The plan shall include, at a minimum, a detailed project schedule with key milestones, a Gantt chart or equivalent visual timeline, staffing assignments and roles, a defined cadence for weekly status meetings, and a formal risk management plan. The document shall also describe how project progress will be tracked, reported, and communicated to County stakeholders throughout the duration of the engagement.
2. **GIS Assessment Report** – Following a comprehensive review of the County's existing GIS environment, the Proposer shall prepare and submit a GIS Assessment Report documenting the current system architecture, workflows, data, applications, customizations, and dependencies. The report shall identify key findings, potential risks, compatibility issues, and migration considerations, and shall provide recommendations for transitioning from ArcMap to ArcGIS Pro. The assessment shall also outline the proposed migration approach, implementation priorities, and any prerequisites or corrective actions required before proceeding with the migration.
3. **Test Plan** – The Proposer shall develop and submit a comprehensive Test Plan for County review and approval prior to the commencement of formal testing. The Test Plan shall describe the testing methodology, test environments, test datasets, roles and responsibilities, testing schedule, defect management process, and acceptance criteria for all project deliverables. The Test Plan shall include functional testing, data migration validation, integration testing, performance testing, and User Acceptance Testing (UAT). The Proposer shall provide a Requirements Traceability Matrix or equivalent document demonstrating how each functional and technical requirement identified in this RFP will be verified through one or more test cases.
4. **Data Conversion –** The majority of feature classes within the existing tax mapping geodatabase are expected to require no structural modifications during migration. The

conversion of annotation feature classes shall be addressed in the Project Management Plan, including the proposed conversion methodology, validation approach, identified risks, and risk mitigation strategies.

5. **Data Migration Validation Report** – Upon completion of the GIS migration, the Proposer shall provide a Data Migration Validation Report documenting the successful migration of all applicable datasets. The report shall include feature counts, attribute validation, annotation conversion validation, topology and geometry verification, coordinate system validation, identified discrepancies, corrective actions taken, and confirmation that migrated data satisfy the County's quality assurance and quality control requirements.
6. **Migration Completion Report** – The Proposer shall provide a summary of all migration activities performed, including completed tasks, unresolved issues (if any), configuration changes, assumptions, lessons learned, and recommendations for ongoing maintenance and future upgrades.

Phase 2 – Custom Mapping Toolsets

7. **Three (3) Custom Tax Mapping Toolsets –** Fully functional ArcGIS Pro-compatible geoprocessing tools developed in accordance with the functional requirements of this RFP.
8. **Source Code Package** – The Proposer shall provide all source code, Python scripts, ArcGIS Pro toolboxes (.atbx or .tbx), configuration files, documentation, and supporting files developed under this contract. Source code shall be fully commented and delivered in an editable format. The County shall receive all rights specified in the Contract for future maintenance and modification.
9. **ArcGIS Pro Project Files (.aprx) –** The Proposer shall provide all ArcGIS Pro project files configured for the custom tax mapping workflows. Project files shall include all required maps, layouts, layer configurations, symbology, labeling, geoprocessing toolboxes, database connections, and supporting project settings necessary for operation.
10. **Administrator Guide** – Documentation describing installation, configuration, dependencies, maintenance procedures, troubleshooting guidance, and recommended backup and recovery procedures.
11. **User Manual** – End-user documentation describing workflows, tool parameters, inputs, outputs, expected results, limitations, and error messages.
12. **Training Materials** – Presentation materials, exercises, sample datasets, quick reference guides, and any other materials used during administrator and end-user training sessions.

Phase 3 - Project Closeout

13. **Project Closeout Report** – Upon completion of all work, the Proposer shall submit a Project Closeout Report summarizing project activities, completed deliverables, outstanding issues, final recommendations, warranty information, and confirmation that all contract requirements have been fulfilled.

IV. CURRENT TAX MAPPING TOOLSETS AND FUNCTIONAL REQUIREMENTS

A. Existing Tax Mapping Tool Overview

Three custom tax mapping tools were originally developed for ArcMap to support the County's tax mapping workflows. These tools are currently used by DRPTS staff to perform critical operations related to tax map production, parcel maintenance, attribute calculations, and map output generation.

Each tool includes a configuration interface that defines the GIS layers, tables, and attribute fields utilized during processing. The tools were designed with straightforward user interfaces to support efficient use by tax mapping staff and were accompanied by training materials and operating documentation.

The existing tools operate within dedicated ArcMap Map Document (MXD) environments that contain the supporting layers, annotation, symbology, layouts, and other GIS components required for daily tax mapping operations.

The Proposer shall develop equivalent ArcGIS Pro-compatible tools that preserve the required functionality described below while identifying opportunities to improve workflow efficiency, maintainability, and usability.

B. Custom Tax Mapping Tool Functional Requirements

1. Tax ID Editing Toolbar

Purpose

The Tax ID Editing Toolbar supports parcel and centroid maintenance workflows by automating the calculation and population of key identification attributes used in tax mapping operations.

This tool is one of the most frequently used tools by tax mapping staff and is considered a critical component of the County's daily GIS workflow.

Functional Requirements

The Tax ID Editing Toolbar shall:

FR-1.1 Provide a configuration interface allowing authorized users to define the GIS layers, tables, and attribute fields utilized by the tool.

FR-1.2 Allow users to create or update identification attributes for currently selected parcel features.

FR-1.3 Allow users to create or update identification attributes for currently selected centroid features.

FR-1.4 Calculate and populate the following attribute fields as applicable:

- SBL
- PIN
- Section Number (“SecNo”)
- Easting
- Northing

FR-1.5 Preserve existing GIS data integrity by limiting edits to designated fields and features.

ArcGIS Pro Project Requirements

The associated ArcGIS Pro project file shall support tax map editing workflows and include the required layers and supporting GIS components, including but not limited to:

- Parcel feature layers
- Centroid feature layers
- Point, line, and polygon supporting layers
- Annotation layers
- Topology layers
- Revision tables
- Map Patch creation workflows used to export and share tax map updates with assessors in .PDF and .JPG formats.

2. Section Map Toolbar

Purpose

The Section Map Toolbar creates standardized tax map section plots based on County workflows and applicable State tax mapping standards.
The tool supports both individual map section generation and batch production of multiple section maps.

Functional Requirements

The Section Map Toolbar shall:

FR-2.1 Provide a configurable interface allowing authorized users to define required GIS layers, attribute fields, output locations, and processing parameters used for tax map production.

FR-2.2 Generate individual and batch tax map section plots based on user-selected criteria, including SecNo, revision date, and municipality.

FR-2.3 Produce tax map outputs consistent with County standards and applicable New York State tax mapping guidelines, including required symbology, line types, annotation, labeling, map elements, and overall cartographic appearance.

FR-2.4 Populate generated section maps with required supporting information, including revision table entries and adjacent map section references.

FR-2.5 Provide the ability to export generated map products as PDF files.

FR-2.6 Provide functionality to clear temporary definition queries, symbology changes, or other temporary map settings applied during processing.

ArcGIS Pro Project Requirements

The associated ArcGIS Pro project file shall support section map production workflows, including:

- Required tax map layers
- Layout templates

- Symbology
- Annotation
- Revision table display
- PDF export configuration

3. Index Map Toolbar

Purpose

The Index Map Toolbar generates municipality-level index map products used for tax mapping reference and distribution.
The existing Index Map Toolbar requires modernization due to maintenance challenges associated with Index Map annotation layers. The Proposer may propose workflow improvements that reduce manual annotation maintenance requirements.

Functional Requirements

The Index Map Toolbar shall:

FR-3.1 Provide a configuration interface allowing users to define required GIS layers and fields.

FR-3.2 Allow users to select a municipality and generate the corresponding Index Map product.

FR-3.3 Support PDF export of generated Index Map products.

FR-3.4 Provide functionality to clear temporary definition queries, symbology changes, or other temporary map settings applied during processing.

FR-3.5 Support generation of map grid projections at the following scales:

- 1" = 50'
- 1" = 100'
- 1" = 200'
- 1" = 400'

FR-3.6 Provide recommendations or enhancements that improve the long-term maintenance and usability of Index Map annotation layers.

ArcGIS Pro Project Requirements

The associated ArcGIS Pro project file shall support Index Map workflows and include:

- Index Map layers
- Annotation layers

- Municipality selection workflows
- Map layouts
- Export settings
- Grid projection functionality

C. Functional Enhancement Opportunities

The County welcomes proposals that improve existing workflows while maintaining required functionality. Proposed enhancements may include:

- Improved annotation management workflows.
- Reduced manual configuration requirements.
- Improved user interfaces.
- Automated quality control checks.
- Enhanced error reporting.
- Improved batch processing capabilities.

Any proposed enhancements shall be clearly identified in the Proposer's proposal and shall not reduce existing functionality required by the County.

V. TECHNICAL REQUIREMENTS

The Proposer shall design and implement the solution in accordance with the County's GIS environment, technical standards, and operational requirements. The delivered solution shall be maintainable, supportable, and compatible with the County's existing Esri technology infrastructure.

A. GIS Platform Compatibility

TR-1.1 The solution shall be compatible with ArcGIS Pro and shall support the County's migration from ArcMap to ArcGIS Pro.

TR-1.2 Custom tools shall operate as native ArcGIS Pro workflows. The Contractor shall recommend the most appropriate ArcGIS Pro implementation pattern based on maintainability, usability, and County support requirements.

TR-1.3 The Proposer shall identify all required software versions, extensions, licenses, and dependencies necessary for operation of the delivered solution.

B. Custom Tool Development Standards

TR-2.1 Custom tools shall be developed using supported Esri development technologies and shall be compatible with the County's ArcGIS Pro environment.

TR-2.2 All custom scripts, source code, configuration files, and supporting components shall be delivered to the County in an editable format.

TR-2.3 Source code shall be documented and sufficiently commented to support future maintenance, troubleshooting, and enhancements by County staff or a future Proposer.

TR-2.4 The Proposer shall avoid solutions that require proprietary software, unsupported dependencies, or vendor-specific components unless explicitly approved by the County.

C. Data Migration and Data Integrity

TR-3.1 The Proposer shall migrate existing tax mapping datasets while preserving spatial reference information, feature attributes, domains, subtypes, relationships, and other applicable geodatabase properties.

TR-3.2 The Proposer shall validate migrated datasets to ensure data completeness, accuracy, and usability within the ArcGIS Pro environment.

TR-3.3 The Proposer shall document any data conversion challenges, limitations, exceptions, or modifications required during migration.

TR-3.4 Annotation feature class conversion shall preserve required placement, formatting, scale behavior, and visual appearance to the greatest extent possible.

D. ArcGIS Pro Project Configuration

TR-4.1 ArcGIS Pro project files (.aprx) shall be configured to support County tax mapping workflows and shall include required maps, layouts, layer configurations, symbology, labeling, and supporting GIS components.

TR-4.2 Project files shall be organized in a manner that allows County staff to understand, maintain, and modify project components.

TR-4.3 Database connections, paths, environments, and configuration settings shall be documented and configured according to County requirements.

E. User Interface and Usability

TR-5.1 Custom tools shall provide clear and intuitive user interfaces appropriate for daily use by County tax mapping staff.

TR-5.2 Tools shall provide meaningful user messages, warnings, progress information, and error handling during processing.

TR-5.3 User workflows shall minimize unnecessary manual steps and support efficient completion of routine tax mapping tasks.

F. Testing and Quality Assurance

TR-6.1 The Proposer shall perform quality assurance and testing activities in accordance with the approved Test Plan.

TR-6.2 The Proposer shall demonstrate that delivered tools function correctly within the County's ArcGIS Pro environment.

TR-6.3 The Proposer shall correct defects identified during testing and User Acceptance Testing prior to final acceptance.

G. Security and Access Requirements

TR-7.1 The Proposer shall identify any required user permissions, system access, or administrative privileges necessary to install and operate the solution.

TR-7.2 The delivered solution shall comply with County IT security policies and shall not introduce unauthorized software, services, or processes.

H. Future Maintainability

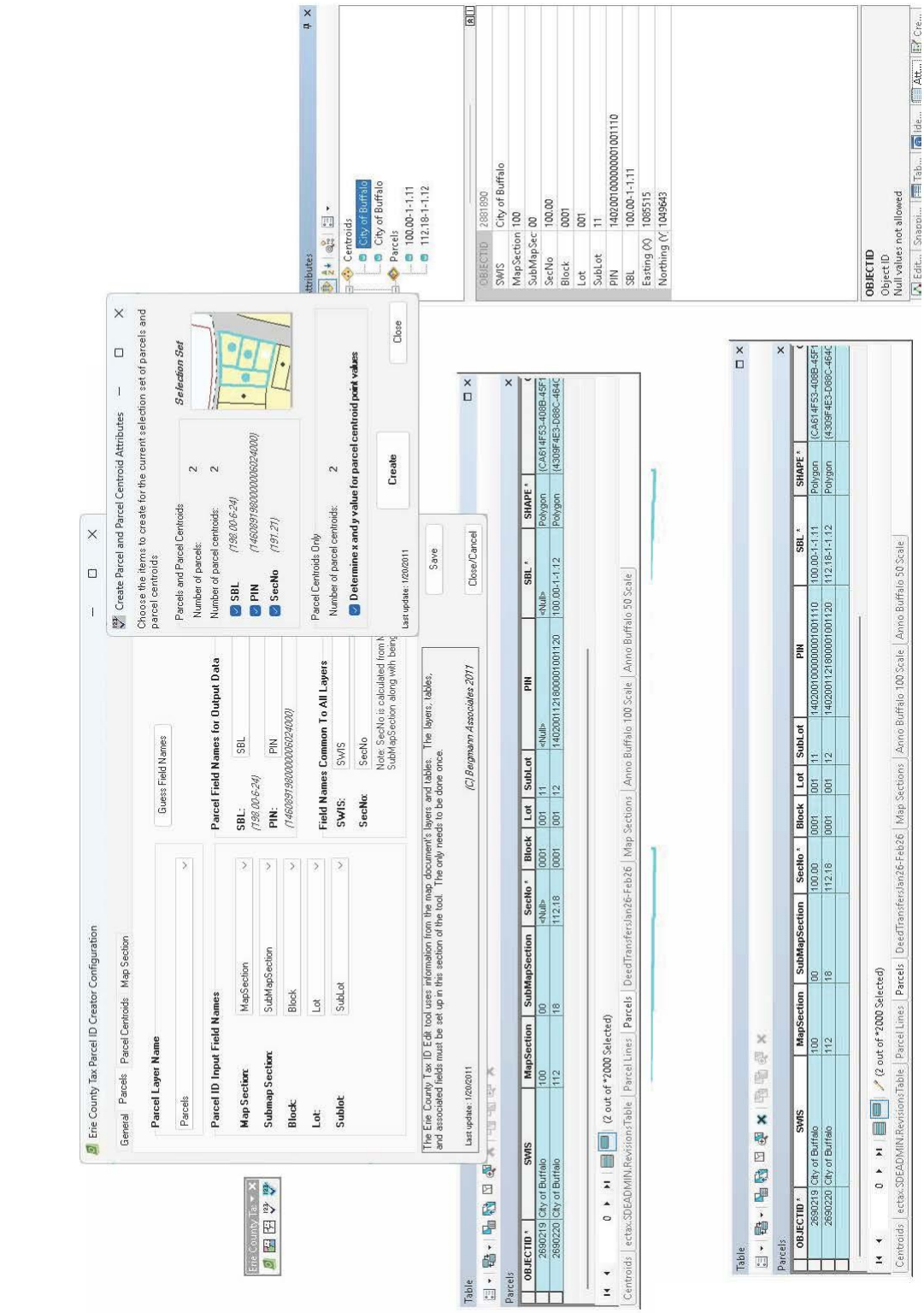
TR-8.1 The delivered solution shall be designed to support future maintenance, upgrades, and enhancements by County staff or future Proposers.

TR-8.2 The Proposer shall provide sufficient documentation to allow the County to understand the architecture, configuration, dependencies, and operation of the delivered solution.

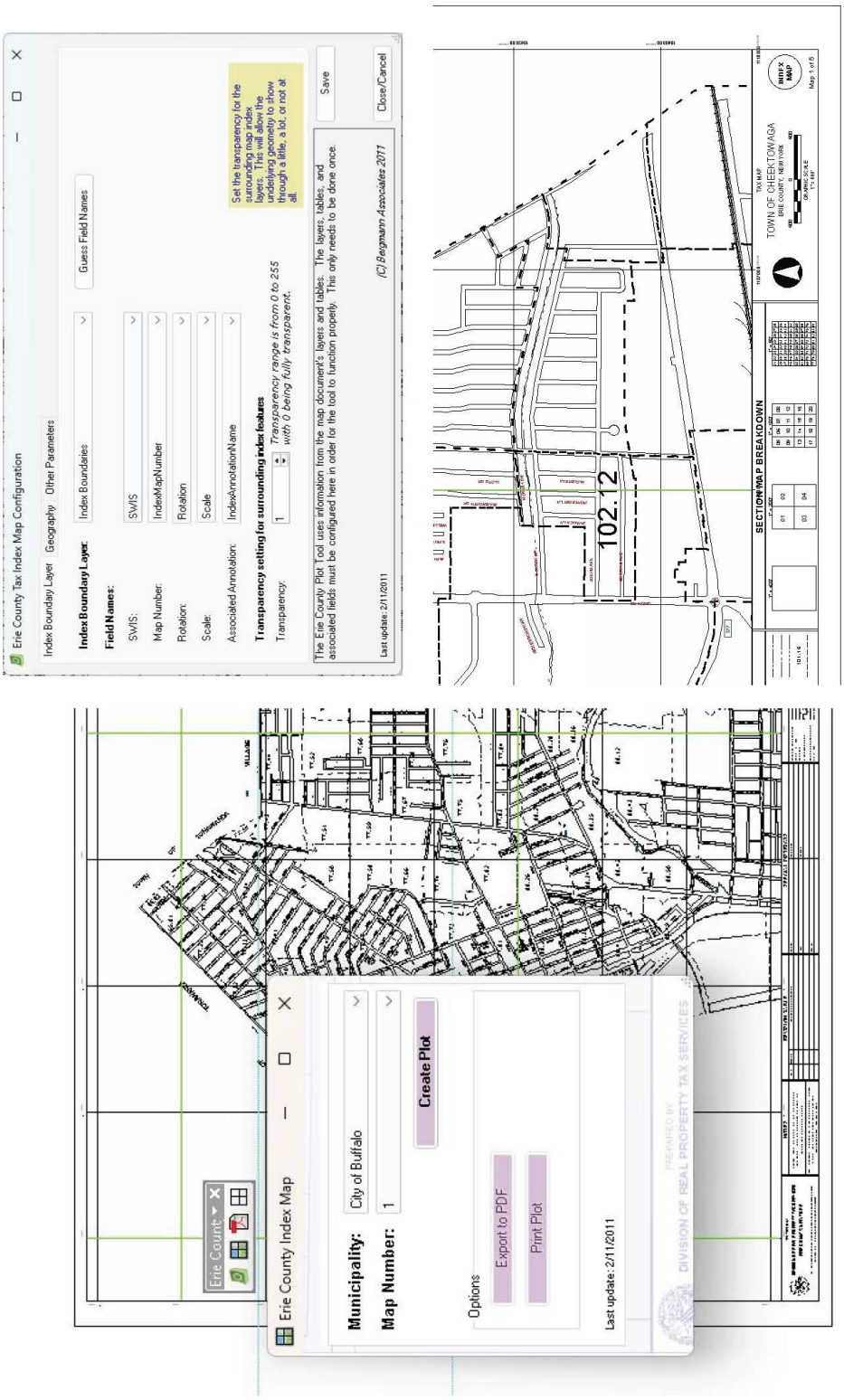
Tax Mapping Database – Layers

Name	Type
ectax.SDEADMIN.Blocks	SDE Feature Class
ectax.SDEADMIN.Centroids	SDE Feature Class
ectax.SDEADMIN.GreatLots	SDE Feature Class
ectax.SDEADMIN.IndexBoundaries	SDE Feature Class
ectax.SDEADMIN.MapSection	SDE Feature Class
ectax.SDEADMIN.MunicipalBoundaries	SDE Feature Class
ectax.SDEADMIN.OriginalSublot	SDE Feature Class
ectax.SDEADMIN.Parcel_Layers_Topology	SDE Topology
ectax.SDEADMIN.ParcelLine	SDE Feature Class
ectax.SDEADMIN.Parcels	SDE Feature Class
ectax.SDEADMIN.StreetROW	SDE Feature Class

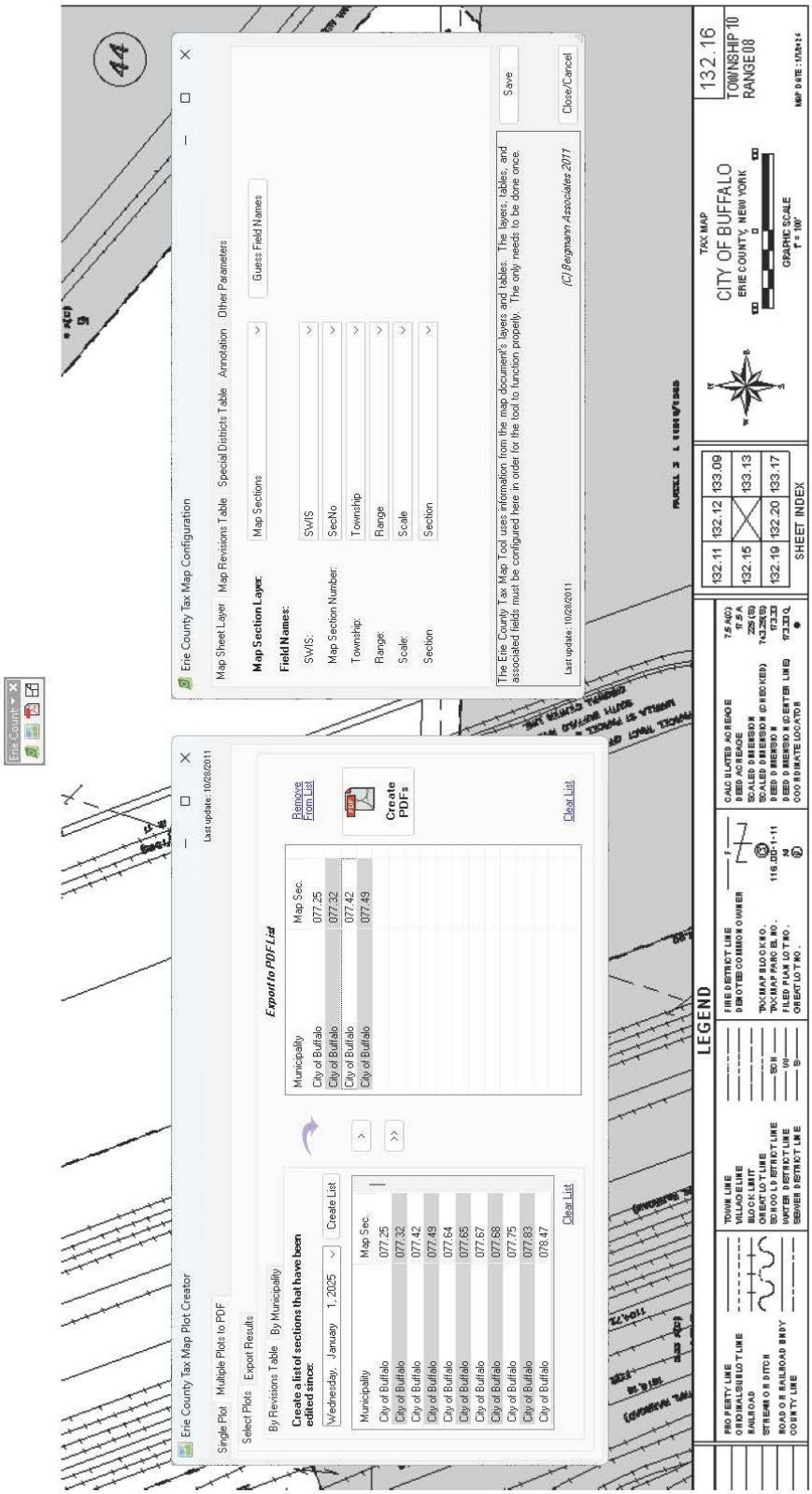
Tax ID Editing Toolbar



Index Map Toolbar



Section Map Toolbar



VI. Proposal Submission Requirements

Proposals shall include the following information and completed documentation:

A. Relevant Project Experience

The Proposer shall provide, when submitting its proposal to this RFP, documentation of relevant experience performing GIS migrations, ArcGIS Pro implementations, and custom GIS application/tool development. Information provided shall include but not be limited to:

- Description of similar projects completed within the past five (5) years.
- Client organization name.
- Project description and scope of work.
- Completion date.
- Contact person and contact information for reference purposes.

Preference may be given to Proposers with demonstrated experience migrating ArcMap workflows to ArcGIS Pro and developing custom Esri-based solutions.

B. Qualifications and Staffing

The Proposer shall provide, when submitting its proposal to this RFP, information regarding the qualifications and experience of proposed project staff, including, but not limited to:

- Project manager.
- GIS technical lead.
- Software/application developer(s).
- Data migration specialists.
- Any subcontractors proposed for the project.

The Proposer shall identify the anticipated role and level of involvement for each team member.

C. Prior Contract Performance

The Proposer shall disclose, when submitting its proposal to this RFP, whether it has had any contracts with any government agency, whether Federal, State, County or local, suspended, terminated for cause, or otherwise revoked within the past five (5) years.

If applicable, the Proposer shall provide:

- Government agency name.
- Contract description.
- Date of action.
- Explanation of circumstances.

D. Required County Forms and Certifications

The Proposer shall complete and submit, when submitting any proposal to this RFP, all required County RFP submission documentation, including, but not limited to:

- Proposal cover sheet/contact information.
- Signed Certificate of Non-Collusion.
- Acknowledgement of insurance requirements.
- Signed Hold Harmless Agreement.
- Signed certification required under applicable New York State procurement requirements.
- Any additional forms required by the County.

VI. STATEMENT OF RIGHTS

UNDERSTANDINGS

Please take notice, by submission of a proposal in response to this RFP, the Proposer agrees to and understands:

- that any proposal, attachments, additional information, etc. submitted pursuant to this RFP 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 for the required services;

- by submitting a proposal, the Proposer agrees and understands that the County is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same; 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, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Erie County Legislature and the Office of the Erie County Attorney.

In addition to the foregoing, by submitting a proposal, the Proposer also understands and agrees that the County reserves the right, and may, at its sole and absolute 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;

- 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; and

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

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 (the following is not a determinative listing of criteria; the County may take other criteria into consideration when reviewing any Proposal):

- 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. Proposer's prices are to be no higher than those offered to any other governmental or commercial consumer. If a Proposer has a New York State or a Federal GSA contract for any of the services covered in this RFP, the Proposer shall so indicate that it has said contract and supply a copy of the contract(s) at the time of submission of its proposal.

- 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 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.

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 Erie 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 AND/OR AUTHORITY MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.

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 gross 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 Erie County Attorney.

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 rights, 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 any requests of 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 the intellectual property rights 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.

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, 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.

CONFLICT OF INTEREST

All Proposers must disclose with their proposals the name of any officer, director, or agent who is also an employee of the County. Further, all Proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent or more in the proposing entity 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 at any time, in the sole and absolute discretion of the County.

COMPLIANCE WITH LAWS

By submitting a proposal, the Proposer represents and warrants that it is familiar with all Federal, State and County laws, rules 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.

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 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.

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 the Office of the Erie 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"

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

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

II. CERTIFICATES OF INSURANCE

A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"

B. Coverage must comply with all specifications of the contract.

C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

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

IV. Minimum coverage with limits are as follows:

Vendor Classification	**A** Construction and Maintenance	**B** Purchase or Lease of Merchandise or Equipment	**C** Professional Services	**D** Property Leased To Others Or Use Of Facilities Or Grounds	**E** Concession-aires Services	**F** Livery Services	**G** All Purposes Public Entity Contracts
Commercial Gen. Liab.	$1,000,000 per occ.	$1,000,000 CSL	$1,000,000 CSL	$1,000,000	$1,000,000 CSL	$1,000,000	$1,000,000 CSL
General Aggregate	$2,000,000	$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-noncontributory basis.

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

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

IX. Waiver of Subrogation: Required on all lines unless noted.

X. Transportation of people in buses, vans or station wagons requires $5,000,000 excess liability.

XI. Workers Compensation: State Workers' Compensation / Disability Benefits Law --- Use Applicable Certificates Below:

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

DBL (Disability Benefits Law) Forms	
CE-200	Exemption
DB-120.1	Insurers
DB-155	Self Insured

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

SCHEDULE "C":
PROFESSIONAL SERVICES
COUNTY OF ERIE
STANDARD INSURANCE REQUIREMENTS

Contracts Involving Professional Services

1. The provider of and and all professional services shall obtain, at its own cost and expense, the following insurance coverages with insurance companies licensed in the State of New York and shall provide a certificate of insurance as evidence of such coverages on the County of Erie Standard Insurance Certificate.

A. Commercial General Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of $1,000,000 per occurrence and $2,000,000 general aggregate and $2,000,000 Products – Completed Operation Aggregate. The coverage shall include but not be limited to:
   - Premises and Operations
   - Products and Completed Operations
   - Independent Contractors
   - Contractual Liability (sufficient to cover all liability assumed under contracts with the County of Erie)

B. Automobile Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of $1,000,000 each occurrence. The coverage shall include Owned, Hired, and Non-Owned Autos (Symbol "1" should be designated for Liability coverage on the Business Auto Policy).

C. Excess "Umbrella" Liability - with a minimum limit of $1,000,000 each occurrence / $1,000,000 aggregate.

D. Worker's Compensation and Employer's Liability - providing statutory coverage in compliance with the Worker's Compensation Law of the State of New York (Forms C-105.2; SI-12; GSI-105.2; or U-26.3).

E. Disability Benefits - providing statutory coverage in compliance with the New York State Disability Benefits Law (Forms DB-120.1 or DB-155).

F. Professional Liability (Errors and Omissions or Malpractice) – with a minimum limit of $5,000,000.

Failure to maintain coverage herein shall constitute a material breach of this contract and the Contractor shall suspend all work immediately upon such lapse in coverage.

2. Commercial General Liability, Automobile Liability and Excess "Umbrella" Liability shall name the County of Erie and any Board, Bureau, Commission or Agency thereof as additional insureds on ISO Form CG 2010 1185 Edition. Coverage should be provided on a primary and non-contributory basis. Waiver of Subrogation is required on all lines in favor of Erie County.

3. All policies in which the County of Erie is named as an additional insured shall provide that:

A. The insurance company or companies issuing the policies shall have no recourse against the

County of Erie for payment of any premiums or for assessments under any form of policy.

B. The insurance shall apply separately to each insured (except with respect to the limit of the liability).

4. Prior to cancellation, non-renewal or material change of the above policies, at least ninety (90) days advance written notice shall be given to the County of Erie, Department of Law, 95 Franklin Street, Room 1634, Buffalo, N.Y. 14202, and the Agency requesting the certificate.

5. All certificates of insurance shall be approved by the Erie County Department of Law prior to the inception of any work.

6. The “ACORD” form certificate may be used in place of the Erie County Standard Insurance Certificate, provided that all of the requirements set forth in the instructions for the Erie County Standard Insurance Certificate are incorporated into the “ACORD” form certificate.

REV. 9/12

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 PHONE (A/C No, Ext) FAX A/C No: EMAIL ADDRESS PRODUCER CUSTOMER ID #:
INSURED	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	☐ HIRED AUTOS							$
	☐ NON-OWNED AUTOS							$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DEDUCTIBLE							$
	☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ WC STATU TORY LIMITS ☐ OTH ER-	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					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 ACORD 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. AUTHORIZED REPRESENTATIVE

X. FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate _____

Purchase Order or Contact Number _____

Vendor Insurance Classification _____