



ERIE COUNTY CLERK

**REQUEST FOR PROPOSAL (RFP)
TO PROVIDE
ZOMBIE PROPERTY
OUTREACH SERVICES**

RFP# 1919VF

March 6, 2019

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

TABLE OF CONTENTS

Introduction	3
Funding and Budget	4
Proposal Timeframes	4
General Requirements	4
Scope of Professional Services Required	6
Statement of Rights	6
Appendix A: Proposal Content	13
Schedule A: Proposer Certification	14
Schedule B: County of Erie Standard Insurance Certificate	15
Schedule C: Erie County Equal Pay Certification	17
Schedule D: Non-Collusion Certification	18

**COUNTY OF ERIE, NEW YORK
REQUEST FOR PROPOSALS (“RFP”) #1919VF
TO PROVIDE ZOMBIE PROPERTY
OUTREACH SERVICES**

I. INTRODUCTION

A “Zombie Property” is a parcel improved by a one-to-four-family dwelling and abandoned by its occupants when a foreclosure action has been instituted against the property owner. Upon vacating the properties, the structures experience: damage from weather, scavenging, squatters, and criminal activity. The resulting deterioration creates nuisance conditions and can often affect the values of surrounding properties. Further, the prolonged foreclosure process clouds title to the property, making it difficult for municipalities to enforce code violations resulting from neglect.

The New York State Legislature sought to remedy these issues when it passed the “Abandoned Property Neighborhood Relief Act of 2016” (the “Act”). The Act also provides an opportunity for individual municipalities to increase their revenues by commencing property violation enforcement actions against the mortgage holders.

In August 2018, the Erie County Clerk’s Office created the Zombie Foreclosure Task Force (the “Task Force”) to take stock and address Zombie Properties. The intended effect of the Task Force is to put these Zombie Properties in a position for improvement and conveyance so there may be an increase in mortgage and transfer tax revenues, as well as securing value in the County’s tax base.

A recent statewide grant initiative provides “invitation only” opportunities to communities throughout Erie County for financial resources to enforce the provisions of the Act and combat Zombie Properties; however, several Erie County municipalities were not invited. The Erie County Clerk recognizes that grappling with the blight of Zombie Properties transcends all communities and impacts all County taxpayers, regardless of the property location.

The County of Erie, New York (the “County”) is currently seeking proposals from qualified providers (“Proposer(s)”) interested in providing technical assistance to the Task Force and to aid those municipalities which were not invited to participate in the statewide grant program. Proposers interested in providing this service are invited to respond to this request. It is the County’s intent to select the Proposer(s) that provides the best solution for the County’s needs.

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

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

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. FUNDING AND BUDGET

A total of **\$200,000** is potentially available for the requested services. The award is subject to approval by the Erie County Legislature and contingent upon the availability of funds appropriated for this purpose.

III. PROPOSAL TIMEFRAMES

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

Issue RFP: March 6, 2019

Deadline to Submit Questions: March 13, 2019

Proposals Due: March 20, 2019

Interviews (if necessary): Week of April 3, 2019

Selection Made: Following all necessary County reviews and recommendations

Contract Signed: Following all necessary County approvals.

IV. 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. Specific instructions for the proposal format and content are outlined in **Appendix A**.

2. One (1) original of the proposal shall be submitted. Proposals **MUST** be signed using the attached **Schedule A: Proposer Certification**. Unsigned proposals will be rejected.

3. Submission of the proposals shall be directed to:

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

All sealed proposals must be delivered to the above office on or before March 20, 2019 at 4:00 p.m. Proposals received after the above date and time will not be considered. The County is

under no obligation to return proposals. **PLEASE NOTE ON THE OUTSIDE OF ALL SUBMISSION PACKAGES THE FOLLOWING: "SEALED PROPOSAL, ONLY TO BE OPENED BY AUTHORIZED PARTY."**

4. Questions and requests for clarification regarding this RFP must be written and submitted to Michael P. Kearns at the above address, or at Michael.Kearns@erie.gov no later than 4:00 pm on March 13, 2019. Please be advised that all questions and requests for clarification, and the responses thereto, shall be made available to all prospective Proposer(s) at the County's Department of Purchasing website <http://www.erie.gov/rfp> No communications of any kind will be binding against the County, except for the formal written responses to any request for clarification.

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

6. Information on the Standard Insurance Provisions required of agencies selected as a contractor of this service is attached as **Schedule B: Instructions for County of Erie Standard Insurance Certificate**. This document is for informational purposes only, and is not to be submitted by the Proposer for the purposes of this RFP.

7. All potential contract-holders shall agree to comply with Erie County 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. All contract holders will be required to sign the attached **Schedule C: Erie County Equal Pay Certification** (attached). 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 Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency's compliance with Erie County Executive Order No. 13 (2014). Violation of the provisions of Executive Order 13 (2014), which is attached hereto and made a part hereto and made a part hereof, can constitute grounds for the immediate termination of a contract, and may constitute grounds for determining that a Proposer is not qualified to participate in future County contracts.

8. Certified Minority Business Enterprise/ Women's Business Enterprise (MBE/WBE) proposers should include the Erie County MBE/WBE Certification letter with their proposal.

9. Proposers who operate a Veteran-Owned Business should include the letter indicating their company is 51% or more veteran-owned with their proposal.

10. All proposers must disclose the name, title, and department of any employee or officer who was an employee or officer of Erie County within the 12 months immediately prior to the proposal.

11. All proposers must provide a list of at least 3 references.

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

V. SCOPE OF PROFESSIONAL SERVICES REQUIRED

The successful Proposer shall work with the Task Force to provide services regarding those vacant and abandoned properties contemplated under the Act, including but not be limited to: research of Notices of Pendency on file at the Erie County Clerk's Office, performance of title research to determine the mortgage servicer or holder responsible for property maintenance, consultation with municipal officials on the provisions of the Act, and legal guidance to code enforcement officials and municipal attorneys regarding enforcement actions against the lenders.

The Proposer shall utilize software or create a database and track all Zombie Properties on a countywide basis. In addition to creating the electronic tracking system, the Proposer shall: consult with municipal officials to review the database, track the progress of each foreclosure case affecting the Zombie Property, routinely update the database to note any transfers of ownership in the mortgage documents, and perform any other acts which will relieve municipalities from the impacts of Zombie Properties.

VI. 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:

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

5. Pursuant to General Municipal Law Section 109, the Proposer shall be prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of its right, title or interest therein, or its power to execute this contemplated contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract;
6. In addition to the foregoing, by submitting a proposal, the Proposer also understands and agrees that the County reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:
 - a. To reject any or all proposals;
 - b. To issue amendments to this RFP;
 - c. To issue additional solicitations for proposals;
 - d. To waive any irregularities or informalities in proposals received after notification to Proposers affected;
 - e. To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the Proposers for amendments or other modifications to their proposals;
 - f. To conduct investigations with respect to the qualifications of each Proposer;
 - g. To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
 - h. To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the Proposers;
 - i. To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;
 - j. To interview the Proposer(s);
 - k. To request or obtain additional information the County deems necessary to determine the ability of the Proposer;
 - l. To modify dates;
7. All proposals prepared in response to this RFP are at the sole expense of the Proposer, and with the express understanding that there will be no claim, whatsoever, for

reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;

8. While this is a RFP and not a proposal, the County reserves the right to apply the case law under General Municipal Law § 103 regarding Proposer responsibility in determining whether a Proposer is a responsible vendor for the purpose of this RFP process; and
9. The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline.

B. EVALUATION

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

1. The Proposer's demonstrated capability to provide the services;
2. Evaluation of the professional qualifications and experience of the program staff;
3. The Proposer's experience in performing the proposed services;
4. The Proposer's financial ability to provide the services;
5. Evaluation of the Proposer's fee submission;
6. Evaluation that the Proposer's projected approach and plans meet the requirements of this RFP;
7. A determination that the Proposer has submitted a complete and responsive proposal as required by this RFP;
8. The Proposer's presentation at and the overall results of any interview conducted with the Proposer;
9. Proposers MUST sign the Proposal Certification attached hereto as **Schedule "A,"** unsigned proposals will be rejected;
10. Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal; and,

11. 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 and will not be binding until signed by both parties and, if necessary, approved by the Erie County Legislature, the Erie County Fiscal Stability Authority and the Office of the County Attorney.

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

D. INDEMNIFICATION AND INSURANCE

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

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

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

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

Upon execution of any contract between the Proposer and the County, the Proposer will be required to provide proof of the applicable insurance coverage. Insurance coverage in amount and form shall not be deemed acceptable until approved by the County Attorney.

E. INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

F. NON-COLLUSION

The Proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the County of Erie, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County

employee, officer or official. The Proposer shall complete and execute the attached **Schedule D: Non-Collusion Certification**.

G. CONFLICT OF INTEREST

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

H. COMPLIANCE WITH LAWS

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

I. CONTENTS OF PROPOSAL

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

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

“NOTICE

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

information as provided in the agreement, unless otherwise obligated by law.”

and

b) Clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page:

“THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.”

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction. The contents of the proposal which is accepted by the County, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

J. EFFECTIVE PERIOD OF PROPOSALS

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

Appendix A: PROPOSAL CONTENT

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

1. RFP Coversheet
2. Qualifications Brief: Documented evidence of the Proposer's qualification for this project and capacity to perform the work should be described therein, including certifications and or licenses as appropriate and information about prior contracts similar to that being solicited. Include complete descriptions of any and all collaborative relationships that are to be formed for this project.
3. Project Narrative: The Proposal should feature a Project Narrative which clearly describes the proposed methodology to provide the Scope of Professional Services set forth in Section V of the Request for Proposals.
4. Proposed Professional Services Budget & Budget Narrative: An itemized Budget and succinct Budget Narrative including staff hours, salaries and billing rates, equipment and supply purchases is required to be provided.
5. Give the name and title of person(s) authorized to bind the Proposer, e-mail address, the main office address, and the telephone number (including area code).
6. Describe in detail any existing or contemplated direct or indirect contractual relationships that Proposer has with the County of Erie or any of its employees, agencies or affiliates.
7. Provide a listing and description of at least three (3) references.
8. Provide a list of any and all contemplated subcontractors.
9. Include the signed **Schedule A: Proposer Certification**.
10. Include the signed **Schedule B: Erie County Equal Pay Certification**.
11. Include the signed **Schedule D: Non-Collusion Certification**.

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 (the "County") and is NOT A PROPOSAL. 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 for the required services. The undersigned agrees and understands that the County 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, its directors, officers, employees or agents unless an agreement is signed by a duly authorized County officer and, if necessary, approved by the Erie County Legislature, the Office of the County Attorney and/or the Erie County Fiscal Stability Authority.

It is understood and agreed that the County 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 reserves all rights specified in the Request for Proposals (RFP).

It is understood and agreed that the undersigned, prior to entering into an agreement with Erie County, will provide proof of insurance in accordance with the instructions herein and acceptable to the County Attorney.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County 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 Agency Name

By:

Name & Title

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.
- II. CERTIFICATES OF INSURANCE
 - A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202."
 - B. Coverage must comply with all specifications of the contract.
 - C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.
- IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concession-Aires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen. Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL
General Aggregate	\$2,000,000						
Products Comp. Ops.	\$2,000,000						
Blanket Broad Form	Not Excluded or Limited		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Contractual Liability							
Broad Form P.D.							
X.C.U.							
Liquor Law				INCLUDE			
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County To Be Named Adfl Insd.	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

- V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.
- VI. Coverage must be provided on a primary-non contributory bases.
- VII. Designated Construction Project General Aggregate Limit Per Location Endorsement CG 25 03 is Required.
- VIII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.
- IX. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.
- X. Workers Compensation: State Workers' Compensation Board form DB-155 is required for proof of compliance with the New York State Disability Benefits Law.
Locations of operation shall be "All locations in Erie County, New York."

For those entities who request permits, licenses, or contracts are required to provide either an Affidavit of Exemption (BP-1) or Certificate of Insurance 105.2, Certificate of Self Insurance SI-12, DB-155, or a Certificate of Attestation CE-200 to evidence exemption of coverage by statute. It will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the standards printed above.
- XI. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.

**SCHEDULE C:
ERIE COUNTY EQUAL PAY CERTIFICATION**

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

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

Signature

Verification

STATE OF _____)
COUNTY OF _____) SS:
A)

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

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

Sworn to before me this ____
day of _____, 2019.
