



ERIE COUNTY CLERK'S OFFICE

REQUEST FOR PROPOSAL (RFP)
TO PROVIDE VERIFICATION SERVICES
FOR COUNTY CLERK REGISTRAR
DIVISION

RFP #1407VF
February 11, 2014

CHRISTOPHER L. JACOBS
ERIE COUNTY CLERK
OLD COUNTY HALL – 1ST FLOOR
92 FRANKLIN STREET
BUFFALO, NEW YORK 14202

**ERIE COUNTY CLERK
COUNTY OF ERIE, NEW YORK
REQUEST FOR PROPOSALS (“RFP”)**

RFP# 1407VF

**TO PROVIDE VERIFICATION OF INDEXING DOCUMENTS RECORDED IN
THE CLERK’S REGISTRAR DIVISION/LAND RECORDS**

I. INTRODUCTION

The Erie County Clerk’s Office, New York (the “Clerk”) is currently seeking proposals from qualified firms to supply index verification services to ensure that the information contained on original land record documents recorded in the Erie County Clerk’s Office exactly matches the information entered in the index.

The Land Records Division currently has a backlog of approximately 70,000 documents. This award will apply to certain document types that total approximately 50,000 documents.

II. SCOPE OF PROFESSIONAL SERVICES REQUIRED:

1. County will provide the records and previously indexed information through access to proprietary software to view scanned images.
2. Keystroke verification shall be performed, working from the images of the original documents, in accordance with the applicable standards as developed by the Erie County Clerk’s Office.
3. This includes, but is not limited to, checking for, misspelled names, incorrect book/page numbers, missing pages, corrections to data, and verifying that indexing conventions identified by the Clerk’s Office are being followed.
4. Document types to be verified include Deeds; Mortgages; Modification and Consolidation of Mortgage Agreements; Discharges of Mortgages; Releases and Affidavits.
5. Verification fields vary by document type. General Verification Guidelines are included as Appendix I. Index verification fields and data requirements are identified per Document Type on attached Appendix II.
6. Documents that require further review by this office shall be moved to a separate work queue in a timely manner.

It is expected and understood that the firm selected to provide these services will agree to complete the work within six months of the date that verification work is started.

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.

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.

III. 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 11, 2014
Mandatory Pre-award Conference:	February 20, 2014
Proposals Due:	March 3, 2014
Selection Made:	Within two weeks of Due Date
Contract Signed:	Following all necessary County approvals

B. GENERAL PROPOSAL REQUIREMENTS

1. Each proposal shall be prepared simply and economically with responses directed appropriately to the request 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:

**Christopher L. Jacobs
Erie County Clerk
92 Franklin Street, 1st Floor
Buffalo, New York 14202**

All proposals must be sealed and delivered to the above office on or before Monday, March 3, 2014, at 3:00 p.m. (EST). Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.

4. It is the responsibility of the proposer to inquire about and request clarification on any aspect of the RFP that is not understood. Questions and requests for clarifications should be directed by electronic mail to Peggy LaGree, First Deputy County Clerk, at Peggy.lagree@erie.gov.

5. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE CLERK OR COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.
6. **A mandatory pre-award conference will be held for the purpose of demonstrating how data is to be entered. Examples will be presented demonstrating various data entry details and non-standard indexing decisions that need to be made.**

Date: Thursday, February 20, 2014
Time: 2:00 p.m. Eastern Standard Time
Contact: Peggy.lagree@erie.gov to receive call-in credentials

7. Respondent companies must have been in business for at least five (5) years.
8. Offshore outsourcing of work will not be allowed for any part of this award.
9. Include relative list of experience and managerial staff to be assigned to this project; include at least two references from customers for which similar services were provided.
10. 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.
11. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.
12. Certified Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) proposers should include the Erie County certification letter with the proposal.
13. If proposer is a Veteran Owned Business, proposer should include letter indicating company is 51% or more Veteran-owned.

C. RIGHT OF REJECTION BY COUNTY

Notwithstanding any other provisions of this RFP, the Clerk reserves the right to award this contract to the firm that best meets the requirements of the RFP and not necessarily to the lowest bidder. Further, the Clerk reserves the right to reject any or all proposals prior to execution of the contract for any or no reason and without penalty to the Clerk.

D. AWARD OF CONTRACT

The most qualified firm may not be the firm with the lowest cost. Neither the selection of a firm nor the issuance of a Notice of Award shall constitute the Clerk's acceptance of the proposal or a binding commitment on behalf of the County to enter into a services contract with the firm, as any binding arrangement must be set forth in definitive documentation signed by both parties and subject to all requisite approvals.

E. CONTRACT NEGOTIATIONS

After issuance of the Notice of Award, the Clerk intends to enter into contract with the winning firm who shall be required to execute a written agreement, in a form approved

by legal counsel for the Clerk. The respondent's proposal or any part thereof, may be incorporated into and made a part of the final contract.

F. LEGISLATIVE APPROVAL

The Clerk reserves the right to require that acceptance of any proposal and the execution of the contract are and shall be expressly subject to the approval of the Erie County Legislature.

IV. STATEMENT OF RIGHTS

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/Erie County Clerk 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/Erie County Clerk for the required services;
- by submitting a proposal, the proposer agrees and understands that the County of Erie/Erie County Clerk 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;
- 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

EVALUATION

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

- Proposer's demonstrated capability to provide the services.
- Proposer's ability to complete work in time frame provided.
- Proposer's experience to perform the proposed services.
- Proposer's financial ability to provide the services.
- Evaluation of the proposer's fee submission. It should be noted that while price is not the only consideration, it is an important one.
- A determination that the proposer has submitted a complete and responsive proposal as required by this RFP.
- An evaluation of the proposer's projected approach and plans to meet the requirements of this RFP.
- The proposer's presentation at and the overall results of any interview conducted with the proposer.
- Proposers MUST sign the Proposal Certification attached hereto as Schedule "A". Unsigned proposals will be rejected.
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

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, if necessary, by the Office of the County Attorney. NO

RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE ERIE COUNTY LEGISLATURE AND/OR THE ERIE COUNTY FISCAL STABILITY AUTHORITY FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE 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 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, see Schedule B. Insurance coverage in amount and form shall not be deemed acceptable until approved by the County Attorney's Office.

INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

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.

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.

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.

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.

EFFECTIVE PERIOD OF PROPOSALS

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

SCHEDULE "A"

PROPOSER CERTIFICATION

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

It is understood and agreed that the County of Erie reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the County of Erie reserves all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County of Erie is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Proposer Name

By: _____
Name and Title

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS

County of Erie Standard Insurance Certificate



LAW-1 INS (Rev. 3/06)

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

I Insured Name Address Zip Phone No.	<input type="checkbox"/> Companies Affording Coverages A B C D
B Issuing Agency Address Zip Phone No.	

IV This is to certify that the policies listed below have been issued to the insured named above and are in force at this time.

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

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

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

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

VIII. Name and Address of Certificate Holder & Recipient of Notice: County of Erie c/o Department of Law 89 Delaware Avenue Suite # 300 Buffalo, NY 14202 716-858-2200	Date Issued _____ Auth. Representative _____ Firm name & address _____
--	--

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, Dept. of Law, Suite 300, 69 Delaware Ave., Buffalo, N.Y. 14202."
 - B. Coverage must comply with all specifications of the contract.
 - C. Executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to : County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.
- IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concession-Aires Services	F Livery Services	G All Purposes Public Entity Contracts
Comp. Gen. Liab	\$1,000,000	\$500,000 CSL	\$500,000 CSL	\$1,000,000	\$500,000 CSL	\$1,000,000	\$500,000 CSL
- Prem. & OPS	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Prods. & Comp. OPS	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Independ. Contract	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Contractual	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Broad Form P.D.	INCLUDE	Note: Comprehensive Form Not Required					See note below
- X.C.U.							
- Personal Injury			INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Liquor Law				INCLUDE	see note below		
- Host Liquor							INCLUDE
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
- Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess Umbrella Liab.	\$1,000,000 see note below	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000 see note below
Worker's Compensation & Employers Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Professional Liab.			\$1,000,000				
Erie County To Be Named Add'l Insd. On	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

* Construction contracts require excess Umbrella Liability limits of \$3,000,000.
 ** Snow removal contracts require evidence of broad form property damage.
 *** In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.
 **** Transportation of people in buses, vans or station wagons requires \$3,000,000 excess liability.

NOTE: Workers Compensation & Employers Liability plus NYS Disability Benefits does not apply to self employed individuals.
 V. In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the standards printed above.
 VI. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.

Erie County Clerk - Verification RFP #1407VF

APPENDIX I - General Verification Guidelines

ALL VERIFICATION will be processed using the existing Erie County Clerk software:

Data Verification is based on:

- key-stroke/blind entry is used for names
- sight verification is used for all other data
- APPENDIX: Doc Type Specifics for each document type

IMAGE VERIFICATION REQUIRES:

- compare Document number displayed on top bar of image window to:
 - Control # (6th line) listed on right side of cover page of displayed image
 - Document number listed in top bar of data window

The screenshot displays two windows from the Erie County Clerk software. The left window, titled 'Verify Document 2013139257 From Queue VERIFY_KEY', shows document details. The 'Document Information' section has '#Pages' set to 2, circled in red. The 'Document Return Address' is for NATIONWIDE TITLE CLEARING at 2100 ALTERNATE 19 NORTH, PALM HARBOR, FL 34683-9886. The 'MORTGAGOR' section lists Party Name 1 of 1. The 'MORTGAGEE' section is empty. The 'Linked Documents' table shows a link with CFN 200103270405, Book/Page 12917 10, and a 'VIEW' button. The right window, titled 'Verify Document 2013139257', shows a scanned document. The top bar of the image window has '1 / 2' circled in red. The document is from the Erie County Clerk's Office, dated 06/13/2013, with a control number of 2013139257. It lists recording fees and consideration amounts for various services.

Recording Fees:		Consideration Amount:	
RECORDING	\$30.00	BASIC MT	\$0.00
COE CO 31 RET	\$1.00	SONYMA MT	\$0.00
COE STATE \$14.25 GEN	\$14.25	ADDL MT/NFTA	\$0.00
COE STATE \$4.75 RM	\$4.75	SP MT/M-RAIL	\$0.00
MARKOFF FEE	\$0.50	NY STATE TT	\$0.00
		ROAD FUND TT	\$0.00

- make sure the image contains the correct number of pages
- page through document to make sure the image for all pages is clear, legible and in the correct order
- ALL DOB and full social security numbers that appear on the image MUST be redacted using the Erie County Clerk software.

Erie County Clerk - Verification RFP #1407VF

APPENDIX I - General Verification Guidelines

DATA ENTRY FROM IMAGE involves:

-Use of Erie County Clerk standardization for entry of Names, Legal Property descriptions, Addresses, etc. WORD Documents will be provided with those standards:

- Address&reference numbers
- MORTGAGE
- NAME Entry
- Property Descriptions

-checking the signature page of the document for:

-party signature

-full acknowledgement

All acknowledgments taken in NYS on or after 9/1/99 must use the uniform certificate of acknowledgment:

On the __ day of __, in the year __, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(or)

-JURAT (as required by doc type)

A jurat is the part of an affidavit where the officer (notary public/commissioner of deeds) certifies that it was sworn to before him.

The following is the form of jurat generally employed:

"Sworn to before me this _____ day of _____, 19__"

-venue (State and County)

-NOTARY MUST BE QUALIFIED IN STATED VENUE

-Notary signature, qualifications. MUST CLEARLY STATE/PRINT:

- Notary name
- State qualified
- Expiration date of commission/term
- commission/term cannot be expired

-(or) Commissioner of Deeds signature, qualifications. MUST CLEARLY STATE/PRINT:

- Commissioner name
- State AND City qualified

Erie County Clerk - Verification RFP #1407VF

APPENDIX I - General Verification Guidelines

- Expiration date of commission/term (NYS always expire in even year)
- commission/term cannot be expired
- USUALLY at least one of the party types entered into the data is taken from the signature.

There should be:

- a printed name beneath the signature
- entry of that identical name in the acknowledgement and body of the document. If the name is not identical throughout, the name notes must be used to enter all variations.
- Certain document types require "link" record(s) to be added using a book type, book, number and page
- Correcting or Re-Record documents** REQUIRE a statement as to the reason for correction/re-record as well as the book type, book and page of the original recording. This WILL be entered into the Link Book/Page as part of the index.

SUSPENDS: The system will allow "Save and Suspend" for records that need to be reviewed for clarification by Erie County Clerk staff.

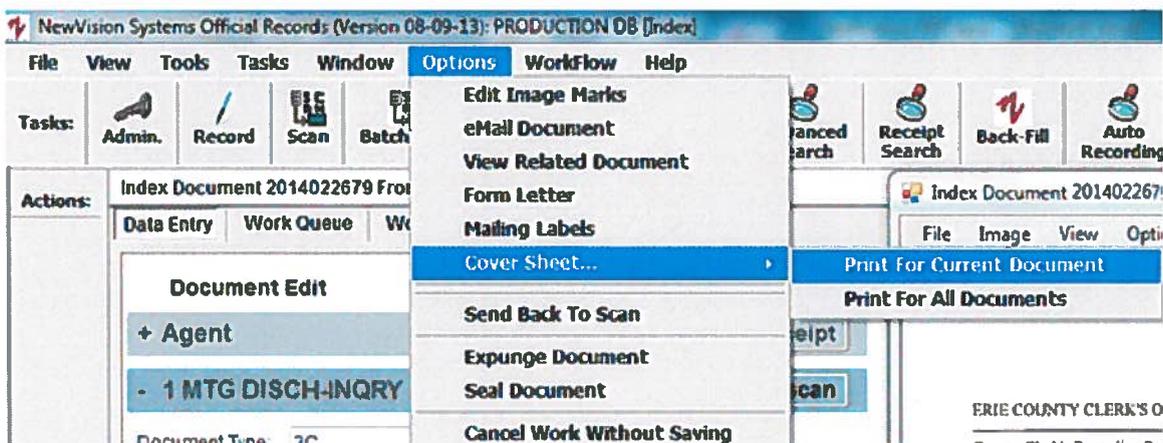
ERRORS: The index MUST accurately reflect the information as listed on the document.

When the data does not match the information on the image:

- all fields except Linked Documents can simply be corrected
- Linked Documents require **deleting the full incorrect entry** and then entering the correct book type, book and page

NEW RECORDING PAGE:

When a name(s) that is contained on the *County Clerk's Recording Page* is corrected, a new *Recording Page* must be printed.

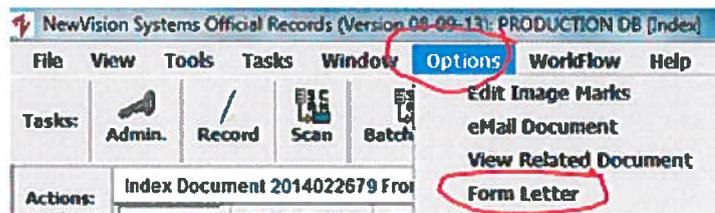


Erie County Clerk - Verification RFP #1407VF

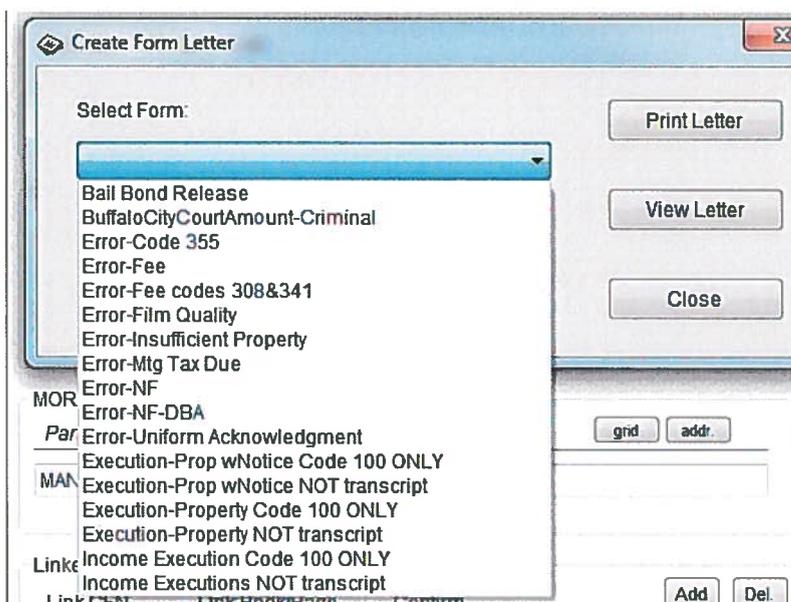
APPENDIX I - General Verification Guidelines

ERROR LETTER/IMAGE PRINT:

Some errors are actually on the image of the document. The system allows for the creation of "courtesy error letters" that are prepared by the verifier. Some of these will also require a print of the page as an attachment to the letter. ALL letters, prints and cover sheets MUST be delivered to the Clerk's office by the next business day to allow release of original documents. Prior to return to the customer, the letter (and print of the error) is attached to the original hard-copy document by the Recording Dept.



Select appropriate letter from drop-down list:



ERIE COUNTY CLERK VERIFICATION RFP #1407VF APPENDIX II - Doc Type Specifics

ERIE DOC TITLE	DOC CODE	PROCESSING INFORMATION
<p>AFFIDAVIT</p> <p>Sworn statements before a person who has the authority to acknowledge. Executive Law - Section 137</p>	<p>703</p>	<p><u>Format Review:</u> Document must contain:</p> <ul style="list-style-type: none"> -VENUE (State and County) where document was signed -Signature of Affiant and printed name -JURAT (not full acknowledgement) -Valid Notary or Commissioner signature and printed qualifications (must be qualified in stated VENUE) <p><u>Fields for Entry:</u></p> <ul style="list-style-type: none"> -Party1- is NOT always the person signing the document but includes: -Property owner (listed as GRANTEE when deed has already been recorded or GRANTOR for a deed to be recorded) -deceased property owner (decedent) using appropriate designation for EX, FKA, DBA, ADM etc. -mortgagor or former mortgagor(s) (NEVER LENDER) -limited liability company, or corporation, other business entity - Affidavits regarding trusts will include additional names as part of the index because NOT all trusts are recorded in our office; i.e Full name of trust (including dates) using appropriate designation of TR, names of all trustees w/ TR designation, or name of beneficiary (if listed) with BEN designation -Link Book&Page (mark-off)-deed/mortgage reference, Power of Attorney, Lease, Mortgage, Right of Way, Agreement, Easement, etc. ONLY when \$.50 fee is paid
<p>DEED</p> <p>Deed</p>	<p>Deed</p>	<p><u>Format Review:</u> Document REQUIRES LEGAL PROPERTY DESCRIPTION (within body or as Exhibit/Schedule):</p> <ul style="list-style-type: none"> -includes date of indenture -is signed, contains full and complete acknowledgement, including VENUE

ERIE COUNTY CLERK VERIFICATION RFP #1407VF APPENDIX II - Doc Type Specifics

ERIE DOC TITLE	DOC CODE	PROCESSING INFORMATION
		<p>-contains valid Notary or Commissioner signature and printed qualifications (must be qualified in stated VENUE)</p> <p>-lists full residential addresses for all sellers and buyers in the body of the document</p> <p>-IMAGE will contain additional pages at the end for the RP5217 tax form (these pages are NOT included in the page count entered on the cover page but MUST display as part of the document image)</p> <p>-IMAGE MAY include additional pages when applying for tax credit. There will be a Tax No (TT) listed in Linked Documents. These documents REQUIRE LOCAL TRANSFER TAX CREDIT AFFIDAVIT and copy of original receipt that is not included in the page count of the image (Ex. 2011094343)</p> <p><u>Fields for Entry:</u></p> <p>-Legal Desc=legal property description usually within body or attached as a "schedule"</p> <p>-Party1-Grantor=usually the signature(s) for the seller, see also name notes for estates, referees, Sheriff/Marshall deeds</p> <p>-Party2-Grantee=named buyer & anyone listed in the body of the document that retains LIFE ESTATE</p> <p>-Legal Description is for entry of Common Address and Zip Code provided on RP5217. Field will allow entry for multiple addresses when not consecutive numbers on the same street (Ex. 2014000500)</p> <p>-Linked Documents (requires \$.50 fee):</p> <ul style="list-style-type: none"> -liber type "D" Book&Page used for correcting/re-record deeds -liber type "M" Book&Page when mortgage listed as being assumed; DOCUMENT MUST BE SIGNED BY BOTH GRANTOR <u>AND</u> GRANTEE (and all acknowledged) when mortgage is assumed <p>-Tax No: TTYYY##### is usually handwritten on the bottom of page 1 of the document or can be found on the original receipt that is with the LOCAL TRANSFER TAX CREDIT AFFIDAVIT;</p>

TEP -04 590 02:14:37 PM
 CTRL # 2011094343
 DEED SEG 11 201001244
 COUNTRY RECORDS LLC
 NYR INC USA
 DEPARTMENT STP
 BI/PS D:11/09/08:4
 ..

ERIE COUNTY CLERK VERIFICATION RFP #1407VF APPENDIX II - Doc Type Specifics

ERIE DOC TITLE	DOC CODE	PROCESSING INFORMATION
<p>MORTGAGE</p> <p>Mortgage Written instrument creating a lien on real property as security for the payment of a debt.</p>	<p>MTG</p>	<p><u>Format Review:</u> Document REQUIRES LEGAL PROPERTY DESCRIPTION (within body or as Exhibit/Schedule):</p> <ul style="list-style-type: none"> -is dated (usually within first paragraph) -is signed, contains full and complete acknowledgement, including VENUE -contains valid Notary or Commissioner signature and printed qualifications (must be qualified in stated VENUE) -lists full addresses for mortgagor/borrower and mortgagee/lender -IMAGE MAY also have additional pages for: <ul style="list-style-type: none"> -Mortgage Tax Affidavit when portions of the tax can be exempt (these pages are NOT included in the page count entered on the cover page but MUST display as part of the document image) -Mortgage RIDER (pages ARE included in page count) <p><u>Fields for Entry:</u></p> <ul style="list-style-type: none"> -Consideration: Mortgage Amount listed in data MUST match consideration within body of mortgage document. If amount differs the record MUST be suspended for correction by County Clerk's staff. -Legal Desc=legal property description usually within body or attached as a "schedule" -Pty 1 Mortgagor/Borrower who signs the document -Pty 2 Mortgagee/Lender listed in the body of the document -Possible Link book and page to either "V" (for Master Form Mortgage) or "M" (for link to associated mortgage previously recorded)

ERIE COUNTY CLERK VERIFICATION RFP #1407VF APPENDIX II - Doc Type Specifics

ERIE DOC TITLE	DOC CODE	PROCESSING INFORMATION
DOCUMENTS AFFECTING A MORTGAGE		
<p>Mtg Consolidation Agreement between a mortgagee and mortgagor to consolidate into one lien, multiple debts secured by the mortgage lien</p>	<p>M7C</p>	<p>NEW money is to be treated as a mortgage to collect the additional mortgage tax due. IF document indicates additional money, suspend for correction by County Clerk's staff.</p> <p>Format Review: Document REQUIRES LEGAL PROPERTY DESCRIPTION (within body or as Exhibit/Schedule):</p> <ul style="list-style-type: none"> -is dated (usually within first paragraph) -is signed by BORROWERS and LENDER, contains full and complete acknowledgement, including VENUE for ALL signatures -contains valid Notary or Commissioner signature and printed qualifications (must be qualified in stated VENUE) -lists full addresses for mortgagor/borrower and mortgagee/lender -contains legal property description (within body or as Exhibit/Schedule) <p>-IMAGE WILL have additional pages for Mortgage Tax Affidavit to exempt tax (these pages are NOT included in the page count entered on the cover page but MUST display as part of the document image)</p> <p><u>Fields for Entry:</u></p> <ul style="list-style-type: none"> -Party1=Borrower/Property Owner(s) who sign are indexed; other names listed on the document indicating previous mortgagor(s) are NOT indexed if they do not sign -Party2-Mortgagee/Lender -Link="M" mortgage book&page(s) being consolidated <ul style="list-style-type: none"> - AND "V" Master Mortgage book&page (if listed) must be entered and \$.50 fee charged. - Mortgage filed simultaneously to be consolidated must be entered in the link AND written on consolidation document. If the image lacks this information, the record must be suspended for correction by County Clerk's staff. - A correcting/re-recorded Consolidation would also REQUIRE entry of a "D" Deed liber&page to link it to the original recording. <p>NOTE: A correcting/re-recorded Consolidation would also be coded M7C, the same code as the previous document since it is a corrected version of the original document, not an intended modification or amendment.</p>

ERIE COUNTY CLERK VERIFICATION RFP #1407VF APPENDIX II - Doc Type Specifics

ERIE DOC TITLE	DOC CODE	PROCESSING INFORMATION
<p>Mortgage Modification/ Extension Agreement between a mortgagee and mortgagor to amend the terms of the mortgage lien</p>	<p>M7</p>	<p>NEW money is to be treated as a mortgage to collect the additional mortgage tax due. IF document indicates additional money, suspend for correction by County Clerk's staff.</p> <p><u>Format Review:</u> Document REQUIRES LEGAL PROPERTY DESCRIPTION (within body or as Exhibit/Schedule):</p> <ul style="list-style-type: none"> -is dated (usually within first paragraph) -is signed by BORROWERS and LENDER, contains full and complete acknowledgement, including VENUE for ALL signatures -contains valid Notary or Commissioner signature and printed qualifications (must be qualified in stated VENUE) -lists full addresses for mortgagor/borrower and mortgagee/lender -IMAGE WILL have additional pages for Mortgage Tax Affidavit to exempt tax (these pages are NOT included in the page count entered on the cover page but MUST display as part of the document image) <p><u>Fields for Entry:</u></p> <ul style="list-style-type: none"> -ONLY Party1=Borrower/Property Owner who sign are indexed; other names listed on the document indicating previous mortgagor(s) are NOT indexed if they do not sign -Party2-NO ENTRY -Link="M" mortgage book&page(s) being modified <ul style="list-style-type: none"> - AND "V" Master Mortgage book&page (if listed) must be entered and \$50 fee charged. - Mortgage filed simultaneously to be modified must be entered in the link AND written on Modification document. If the image lacks this information, the record must be suspended for correction by County Clerk's staff. - A correcting/re-recorded Modification would also REQUIRE entry of a "D" Deed liber&page to link it to the original recording.

ERIE COUNTY CLERK VERIFICATION RFP #1407VF APPENDIX II - Doc Type Specifics

ERIE DOC TITLE	DOC CODE	PROCESSING INFORMATION
<p>Mortgage Satisfaction/ Discharge Document indicating that the mortgage amount has been paid in full</p>	<p>3C- (1/1/1986-forward)</p>	<p><u>Format Review:</u> Document:</p> <ul style="list-style-type: none"> -Contained in the body of the document is a statement that includes "full payment", "is paid", "does hereby satisfy and discharge said mortgage", "<u>consent that the same be discharge of record</u>" (usually within first paragraph) -MUST contain the mortgagor(s) name(s), original mortgage, mortgage amount and mortgage recording information (date recorded and mortgage liber&page) including assignment history -is signed by LENDER (original mortgagee or last assignee of record), contains full and complete acknowledgement, including VENUE for ALL signatures -contains valid Notary or Commissioner signature and printed qualifications (must be qualified in stated VENUE) <p><u>Check document for assignment chain:</u> Verification requires the document stand on its own to provide a clear chain from the original mortgagee to that of the last assignee (who should sign the document). NOTE: "Affidavit of Lost Assignment" REQUIRES doc type change to 3E</p> <p><u>Fields for Entry:</u></p> <ul style="list-style-type: none"> -MORTGAGOR-Pty1- =borrower-name(s) after "made by" or "made and executed by" for each link entered (when different name(s) are listed with a mortgage link to be entered) -MORTGAGEE-Pty2- =Lender/signature of document. If signed by Agent or Power of Attorney, the liber&page of the Power of Attorney MUST be listed on the document. -Link="M" book&page of Mortgage that was recorded 1/1/1986-forward, PLUS all additional Mortgage liber&pages that have been modified, consolidated or corrected. Document MUST imply all mortgages constitute a single lien. <p>Verification requires entry of the liber&page as listed on the document. When the liber&page is incorrectly listed on the document, it cannot be changed by this office and is indexed as is without any Document Notes/Reference or error letter.</p> <p>IF the liber&page indexed by the cashier does NOT match that on the document, place the cursor in the link section of the screen and DELETE the entry. Re-enter the correct information to match what is listed on the document.</p>

ERIE COUNTY CLERK VERIFICATION RFP #1407VF APPENDIX II - Doc Type Specifics

ERIE DOC TITLE	DOC CODE	PROCESSING INFORMATION
MTG DISCH-ERROR	3E	<p>Can be coded by Cashier as 3E when customer insists on recording a <i>Mortgage Discharge</i> with an error or changed by verifier when an error is caught during the verification process for doc code 3C.</p> <p>Document is NOT rescanned with new cover.</p> <p>Code = 3E and Form Letters SENT when Mortgage Discharge:</p> <ul style="list-style-type: none"> -contains an obvious typographical error in the spelling of the party name -shows no link between the signature and last Mortgagee of record -includes linkage listed as “affidavit of lost assignment” -does not provide liber&page and recording information of Power Of Atty for agent -purports to discharge more than one mortgage without listing recording information for documents that correct, perfect, modify, spread property or consolidate the liens <p>See section labeled Error Letters in additional processing</p>

ERIE COUNTY CLERK VERIFICATION RFP #1407VF APPENDIX II - Doc Type Specifics

ERIE DOC TITLE	DOC CODE	PROCESSING INFORMATION
<p>Release (Partial) of Mortgage Premises Agreement whereby lender agrees to release specifically described real property from a mortgage</p>	<p>REL</p>	<p><u>Format Review:</u> Document REQUIRES LEGAL PROPERTY DESCRIPTION for property to be released:</p> <ul style="list-style-type: none"> -lists Mortgagor(s) ; usually listed after the words "quit-claim and convey to" in the body of the document -is signed by LENDER, contains full and complete acknowledgement, including VENUE -contains valid Notary or Commissioner signature and printed qualifications (must be qualified in stated VENUE) -lists liber and page of mortgage(s) either within body or as attached schedule. <p><u>Fields for Entry:</u></p> <ul style="list-style-type: none"> -Legal Desc=legal property description of Released PARCEL -Pty1-Lender/Grantor-signs document -Pty2-Owner=listed after "quit claim and convey to"; other names listed on the document indicating previous mortgagor(s) are <u>not</u> indexed. -Link="M" book&page of original mortgage or Assignment of Rent. If any other document type is listed as a link, suspend record for review by Erie County Clerk staff. <p>NOTE: Do not index based on the title of the document <i>and</i> read what is being released. Some documents such as Release of Easement (2007009904) are actually canceling the easement and should be coded CAN-there is no property mentioned and the word cancelled or discharged is listed in the document. If unsure, suspend the document with a Reference to review doc code.</p>

ERIE COUNTY CLERK VERIFICATION RFP #1407VF APPENDIX II - Doc Type Specifics

ERIE DOC TITLE	DOC CODE	PROCESSING INFORMATION																		
<p>Error Letters- used for EVERY DOC CODE listed in this appendix</p>		<p>An error letter is created by the indexer noting error and a notation typed in Document Notes Reference The error letters are created in WORD and contained in NV software.</p> <p>Fee letters are created for reasons based on the CONTENT of the document that are the responsibility of the filer/preparer.</p> <p>No Fee letters involve items that are either REQUIRED in the index or checked by the cashier.</p> <table border="1" data-bbox="587 280 1396 1422"> <thead> <tr> <th data-bbox="587 1198 646 1422">Fee or NF</th> <th data-bbox="587 280 646 1198">Error Reason</th> </tr> </thead> <tbody> <tr> <td data-bbox="646 1198 678 1422">Error-Fee</td> <td data-bbox="646 280 678 1198">No linkage in mortgage chain</td> </tr> <tr> <td data-bbox="678 1198 790 1422">Error-Fee</td> <td data-bbox="678 280 790 1198">Assignment information must be listed on the Discharge of Mortgage (Real Property Law Article 9 §321-3); An Affidavit of Lost Assignment does not fulfill this requirement</td> </tr> <tr> <td data-bbox="790 1198 1021 1422">Error-Fee</td> <td data-bbox="790 280 1021 1198"> Discharge cannot purport to discharge more than one mortgage. Discharge must state recording information for documents that correct, perfect or modify, or spreads over the property or consolidates the lien of the other mortgage(s) into a single lien </td> </tr> <tr> <td data-bbox="1021 1198 1077 1422">Error-NF</td> <td data-bbox="1021 280 1077 1198">missing liber&page for: _mark.offi._power of attorney</td> </tr> <tr> <td data-bbox="1077 1198 1157 1422">Error-NF</td> <td data-bbox="1077 280 1157 1198">mortgagor(s) names are not located after the "made and executed by" clause in the body of the document</td> </tr> <tr> <td data-bbox="1157 1198 1268 1422">Error-NF</td> <td data-bbox="1157 280 1268 1198">Light or Missing Notary information §137 Executive Law requires typed name, "Notary Public State of New York," county qualified and expiration date. If stamp is light, it will not appear on public record.</td> </tr> <tr> <td data-bbox="1268 1198 1332 1422">Error-NF</td> <td data-bbox="1268 280 1332 1198">Missing Party signature(s)</td> </tr> <tr> <td data-bbox="1332 1198 1396 1422">Error-NF</td> <td data-bbox="1332 280 1396 1198">typographical error in names</td> </tr> </tbody> </table>	Fee or NF	Error Reason	Error-Fee	No linkage in mortgage chain	Error-Fee	Assignment information must be listed on the Discharge of Mortgage (Real Property Law Article 9 §321-3); An Affidavit of Lost Assignment does not fulfill this requirement	Error-Fee	Discharge cannot purport to discharge more than one mortgage. Discharge must state recording information for documents that correct, perfect or modify, or spreads over the property or consolidates the lien of the other mortgage(s) into a single lien	Error-NF	missing liber&page for: _mark.offi._power of attorney	Error-NF	mortgagor(s) names are not located after the "made and executed by" clause in the body of the document	Error-NF	Light or Missing Notary information §137 Executive Law requires typed name, "Notary Public State of New York," county qualified and expiration date. If stamp is light, it will not appear on public record.	Error-NF	Missing Party signature(s)	Error-NF	typographical error in names
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ERIE COUNTY CLERK VERIFICATION RFP #1407VF APPENDIX II - Doc Type Specifics

ERIE DOC TITLE	DOC CODE	PROCESSING INFORMATION
Error Letters-Continued		<p>Letters are NOT sent and code changes are NOT made for documents containing the following errors considered content errors and are the responsibility of the filer/preparer:</p> <ul style="list-style-type: none"> -incorrect liber&page -court and venue of proceeding not listed for Fiduciary capacity, executor or administrator -affidavit not provided for distribute <p>Verifier must add information to the form letter(s):</p> <ul style="list-style-type: none"> -Return to name and address or box number on left side of County seal -initials, 3E and F11 to the right side of the County seal. These are an internal checklist to show: <ul style="list-style-type: none"> -who created the letter -that the doc type was changed to 3E -the F11 indicates a Document Note Reference was added to the index. <p>Verifier must also add Reference to Document Notes field using F1 to display list:</p> 