



ERIE COUNTY

REQUEST FOR PROPOSAL (RFP)
TO PROVIDE LEGAL SERVICES TO LOW AND MODERATE INCOME
HOMEOWNERS FACING FORECLOSURE

RFP #10146BC

May 11, 2010

**Department of Environment & Planning
EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET
BUFFALO, NEW YORK 14202**

COUNTY OF ERIE, NEW YORK
REQUEST FOR PROPOSALS ("RFP")

RFP# 10146BC

TO PROVIDE LEGAL SERVICES TO LOW AND MODERATE INCOME HOMEOWNERS FACING FORECLOSURE

I. INTRODUCTION

The County of Erie, New York (the "County") is currently seeking Proposal Statements from qualified organizations interested in providing legal services to low and moderate income (LMI) homeowners facing foreclosure and residing within the Erie County Community Development Consortium (See Schedule A). The County will use up to \$35,000 in Federal Community Development Block Grant (CDBG) funds for this Program. Organizations interested in submitting are invited to respond to this request.

It is the County's intent to select the organization 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 organization. The County reserves the right to award negotiated contracts to one or more organizations.

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

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

II. PROPOSAL PROCEDURES

A. ANTICIPATED SCHEDULE OF PROPOSAL

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

Issue RFP:	May 11, 2010
Pre-Proposal Meeting	May 25, 2010
Proposals Due:	June 11, 2010
Selection Made:	Fourteen (14) days following due date
Contract Signed:	Following all necessary County approvals

B. GENERAL REQUIREMENTS

1. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation.
2. One (1) original and four (4) copies shall be submitted. Proposals MUST be signed. Unsigned proposals will be rejected.
3. Submission of the proposals shall be directed to:

Tracey McNerney, Contract Monitor
Erie County Department of Environment & Planning
Edward A. Rath County Office Building
95 Franklin Street, 10th Floor
Buffalo, New York 14202

All proposals must be delivered to the above office on or before June 11, 2010 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.

4. Requests for clarification of this RFP must be written and submitted to Tracey McNerney, at 95 Franklin Street, 10th Floor, Buffalo, NY 14202 or at Tracey.McNerney@erie.gov no later than 4pm on June 4, 2010. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.
5. Organizations may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Those organizations will be notified to arrange specific times.
6. No proposal will be accepted from nor any agreement awarded to any organization 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 organization 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) organizations should include the Erie County certification letter with the proposal.
8. If organization is a Veteran Owned Business, organization should include letter indicating company is 51% or more Veteran-owned.
9. Organizations are encouraged to attend the pre-proposal meeting which will be held at 2pm on May 25, 2010 at Erie County Department of Environment and Planning, 95 Franklin Street, Room 1004, Buffalo, NY 14202.

III. SCOPE OF PROFESSIONAL SERVICES REQUIRED

The goal of this program is to increase the level of assistance available for those LMI homeowners residing within the Erie County Community Development Consortium who are facing foreclosure. The representation provided will provide legal representation to LMI homeowners with traditional and subprime mortgages who are falling into foreclosure. Submitted proposals should support the goals of preserving home ownership, engaging in loss mitigation and other foreclosure prevention services

For purposes of this RFP, LMI is defined as those with incomes at or below 80 percent of the area median income as established by the U.S. Department of Housing and Urban Development (HUD; See Schedule "B").

A) Work tasks:

- 1) Develop an approach to inform LMI homeowners facing foreclosure about representation services at mandatory settlement conferences. The submission should expand on the tasks noted below and, if appropriate, add further tasks the consultant feels are warranted.
- 2) Determine income eligibility of homeowners seeking assistance through the program.
- 3) Represent homeowners at mandatory settlement conferences and conduct appropriate follow up including, but not limited to, renegotiation of bank loan terms, property sale strategies, and bankruptcy filings.

B) Detailed budget:

- 1) The submission shall include a budget itemized by task.

IV. STATEMENT OF RIGHTS

UNDERSTANDINGS

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

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

In addition to the foregoing, by submitting a proposal, the organization 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 organizations affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the organizations for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each organization;
- 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 organizations;
- 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 organization(s);
- To request or obtain additional information the County deems necessary to determine the ability of the organization;
- To modify dates;
- All proposals prepared in response to this RFP are at the sole expense of the organization, 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 organization 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:

- Organization's demonstrated capability to provide the services.
- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.
- Organization's experience to perform the proposed services.
- Organization's financial ability to provide the services.
- Evaluation of the organization's fee submission. It should be noted that while price is not the only consideration, it is an important one.
- A determination that the organization has submitted a complete and responsive proposal as required by this RFP.
- An evaluation of the organization's projected approach and plans to meet the requirements of this RFP.
- The organization's presentation at and the overall results of any interview conducted with the organization.
- MBE/WBE participation
- Organization's accessibility to Erie County staff
- Organizations MUST sign the Proposal Certification attached hereto as Schedule "A". Unsigned proposals will be rejected.

WRITTEN PROPOSALS

A) Qualifications

- 1) State clearly whether your main office/parent firm is currently licensed as an individual, partnership or corporation to provide professional legal services in New York State (If not licensed in New York State, please advise how you propose to execute an agreement as a licensed New York State firm).

Indicate if this would be a joint venture proposal with another professional organization. The reasons for a joint venture should be presented.
- 2) State any potential conflicts of interest. Include any employment or other relationship your firm has with regulating agencies or any other entity which may be perceived as a conflict of interest. Explain why any such potential conflicts of interest would not impact this project.
- 3) State the number of employees in the firm – if a branch office will perform work, indicate the size of the branch office. Also indicate in relation to this project how size of firm would relate to performance.
- 4) State the location (municipality) of the team you would assign to this project. If more than one team is proposed or if team support is to be provided by another office, please explain.
- 5) Indicate the percent of minority personnel both at the firm and on the project team. Females, if identified as minority, must be listed as technical or clerical.

- 6) List any current or anticipated obligations which may affect the project or use of the identified personnel proposed for this project.
- 7) Present your special expertise for the project and how your firm's qualifications would best serve the County on this project. Include a project organization chart identifying the proposed team. Include resumes of only those individuals that will be directly involved in the project (resumes should be attached at the end of the proposal).
- 8) Indicate what professional or technical subcontractors you would utilize for the project. Indicate where the subcontractors are located and what services they would provide. Recite any experience or familiarity of the subcontractors which is pertinent to the specific requirements of this project and the basis of your confidence in their ability to perform. If your firm possesses specialty capabilities which allows work normally subcontracted to be performed in-house, present this information here.
- 9) Recite a list of no more than three similar projects within the last five years giving the size of the project in dollars, the client, including the name and phone number of the person to whom you were accountable, whether any regulatory agencies (e.g. NYSDEC and/or USEPA) were involved and if the project was completed.

Include a matrix table that identifies the listed projects and the proposed team and identify the correlation between the listed projects/teams and the proposed project team.
- 10) Recite current and past work experience within the last five years, if any, your firm has had with the County outside of the Department of Environment and Planning. Identify the other Department(s) for which the services were provided and the title.
- 11) Indicate any personnel (either as an employee or through a contractual relationship) who, within the last year prior to the date of this proposal, has been employed by the County of Erie. Also indicate that person's County work title and the Department for which he/she worked. If any, an explanation of the significance of the employee on the project should be presented.

B. Project

- 1) Provide a written evaluation of the "Scope of Services" which indicates your unique approach to performing this project.
- 2) Based on the Scope of Services, Form of Contract, these guidelines and the expected job duration, indicate the total number of man hours for each of the various employees' types (job classification) who will be assigned to the project. The man hours should be listed and totaled by Job Classification. If subcontractors are to be utilized on any phase of the project, provide a separate breakdown which displays the number of man hours for each of their employee types who will assist on the project. The above information is to be presented in a format as shown on the enclosed table labeled "Man hour Summary Sheet". You may substitute your own layout (i.e., spreadsheet printouts) in lieu of using the enclosed form. Insofar as you propose utilizing County personnel for this project, state clearly the level of effort or task you would expect the County to provide.
- 3) Indicate which MBE/WBE subcontractors you would propose to use on this project and why. Show what percentage of work is proposed to be assigned to MBE and WBE subcontractors.
- 4) State the length of time necessary to complete each project phase.

C) Rate

Total funds allocated for this project shall not exceed \$35,000 with the source of funds being the federal Community Development Block Grant (CDBG) program.

SELECTION

All proposals timely received and complete will be evaluated and ranked by a 3-5 person selection committee comprised of representatives from the ECDEP Consortium municipalities. The evaluation is based on the written proposals using a numerical score sheet and related to the questions posed in the proposal guidelines.

When the evaluations are complete, the respondents' proposals are ranked. The proposal receiving the best overall rating is ranked first.

CONTRACT

After selection of the successful organization, a formal written contract will be prepared by the County of Erie and will not be binding until signed by both parties and, if necessary, approved by the Erie County Legislature and the Office of the County Attorney. NO RIGHTS SHALL ACCRUE TO ANY ORGANIZATION BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE ERIE COUNTY LEGISLATURE AND/OR THE ERIE COUNTY FISCAL STABILITY AUTHORITY FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE AND/OR AUTHORITY MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.

The term of the contract shall be for a 12-month period commencing August 2, 2010 and terminating August 1, 2011.[The County, in its sole discretion may extend the agreement beyond its initial term for up to one (1) additional year at the same prices and conditions].

INDEMNIFICATION AND INSURANCE

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

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

(a) For all matters other than those arising out of the Consultant’s professional services, the Consultant shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the County, its officials, officers, departments, employees, agencies and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys’ fees or loss(es) arising directly or indirectly out of the performance or failure to perform under this Agreement by the Consultant or third parties under the direction or control of the Consultant. In addition, Consultant shall reimburse the County for any amounts incurred by or on behalf of the County in enforcing this provision, including, but not limited to, attorneys’ fees.

(b) For all matters other than those arising out of the Consultant’s professional services, the Consultant shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the County, its officials, officers, departments, employees, agencies and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys’ fees or loss(es) arising out of any or alleged acts, errors or omissions of the Consultant, or third parties under the direction or control of the Consultant, in the performance of professional services under this Agreement which are logically or causally connected by any common fact, situation, event, transaction, advice or decision. In addition, Consultant shall reimburse the County for any amounts incurred by or on behalf of the County in enforcing this provision, including, but not limited to, attorneys’ fees.

Upon execution of any contract between the organization and the County, the organization will be required to provide proof of the insurance coverage described in Schedule “C”, section IV (Professional Services and Equipment).

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

INTELLECTUAL PROPERTY RIGHTS

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

All deliverables created under this Agreement by the organization are to be considered “works made for hire”. If any of the deliverables do not qualify as “works made for hire”, the organization 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 organization agrees to assist the County, if required, in perfecting these rights. The organization shall provide the County with at least one copy of each deliverable.

The organization 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 organization 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 organization 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 organization may retain copies of such records for its own use.

NON-COLLUSION

The **organization**, 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 organizations 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 organizations 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 organization 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 organizations 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 organization's competitive position or constitute a trade secret. Organizations that 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 Organization's competitive position.

The organization 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 organization, 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 ORGANIZATION 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.

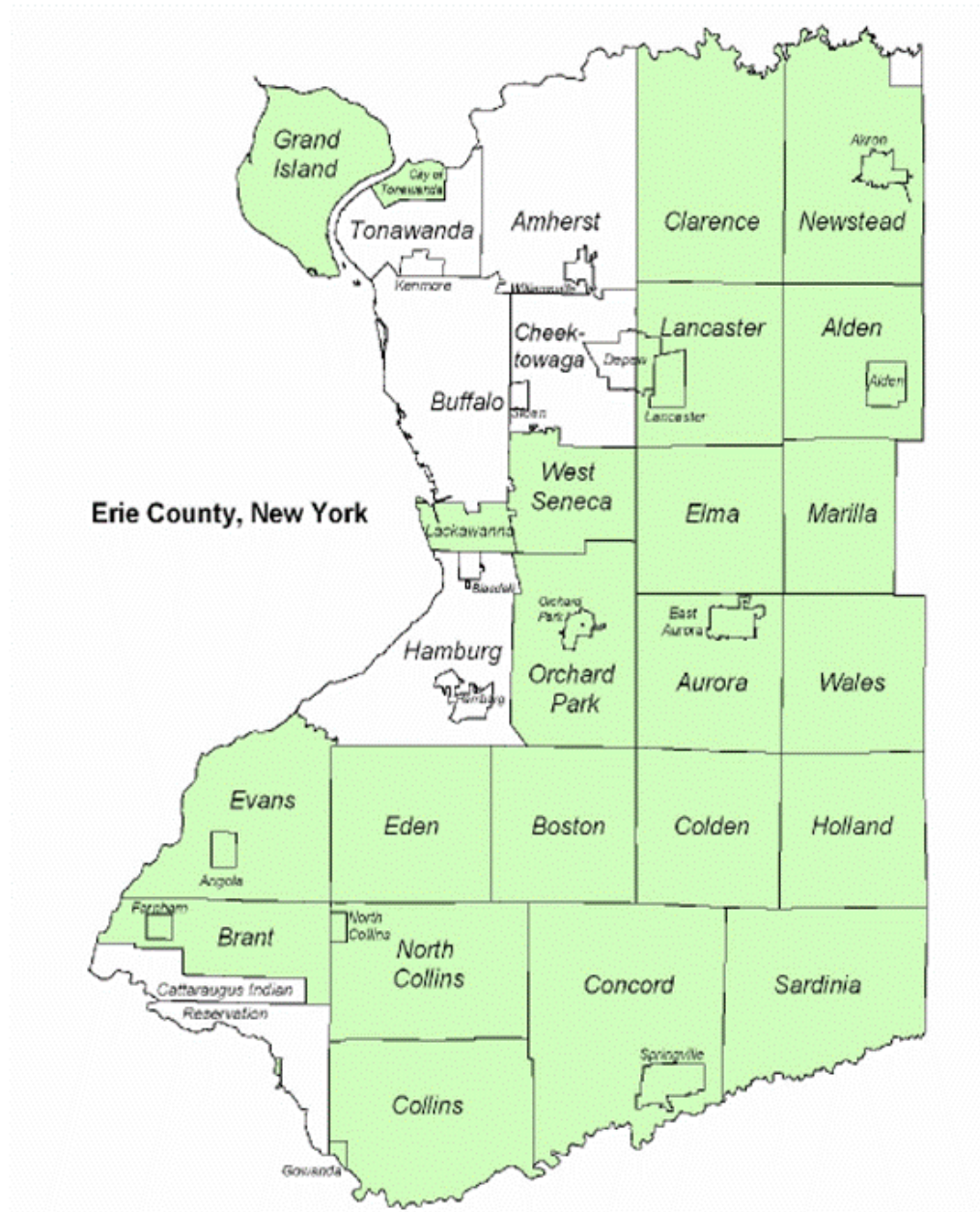
The contents of the proposal which is accepted by the County, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

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"

MAP OF ERIE COUNTY CONSORTIUM COMMUNITIES



Communities shaded in green are a part of the Erie County Consortium.

SCHEDULE "B"

INCOME ELIGIBILITY SCHEDULE ERIE COUNTY COMMUNITY DEVELOPMENT PROGRAM

No. of Persons	<i>(Extremely Low Income)</i>	CDBG LOW INCOME	CDBG MODERATE INCOME
	30% of Erie County Median	<i>(Very Low Income)</i> 50% of Erie County Median	<i>(Low Income)</i> 80% of Erie County Median
1	\$ 13,350	\$ 22,250	\$ 35,550
2	15,250	25,400	40,650
3	17,150	28,600	45,700
4	19,050	31,750	50,800
5	20,550	34,300	54,850
6	22,100	36,850	58,950
7	23,600	39,350	63,000
8 or more	25,150	41,900	67,050

Effective: March 19, 2009

Inclim09

SCHEDULE "C"

ORGANIZATION 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.

Organization Name

By: _____
Name and Title

SCHEDULE "D"

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		III Companies Affording Coverages	
Insured	Name	A	
	Address		
	Zip	B	
	Phone No.		
II	Name	C	
	Address		
	Agency Zip	D	
	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.

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

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 95 Franklin Street, Room 1634 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 mailed to the "County of Erie, Dept. of Law, 95 Franklin Street, Room 1634, Buffalo, N.Y. 14202."
 - B. Coverage must comply with all specifications of the contract.
 - C. Executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to : County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.
- IV. Minimum coverage with limits are as follows:

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

SCHEDULE "E"

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

1) As required by Federal Executive Order 12549 and prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Consultant certifies that it, and its principals:

- (a) Are not presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded by any Federal department or agency;
- (b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and
- (d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the Consultant is unable to certify to any of the statements in this paragraph, the Consultant shall attach an explanation to this certification.

Date: _____

Signature

Title

Organization

SCHEDULE "F"
Certification Regarding Drug-Free Workplace Requirements

This certification is required by regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988, 41 U.S.C. § 701 et. seq. See 48 C.F.R. Subpart 23.5. The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs;and,
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and,
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

Organization

Authorized Signature Title Date

SCHEDULE "G"
Certification Regarding Lobbying
Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization

Authorized Signature Title Date

NOTE: If Disclosure Forms are required, please contact: Mr. Will Sexton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington D.C. 20201-0001.