



COUNTY OF ERIE

REQUEST FOR PROPOSAL

Requests for Proposals (“RFPs”), as stated below, will be received and publicly opened by the Department of Parks, Recreation and Forestry in accordance with the attached specifications. **RFPs are NOT accepted via Facsimile. RFPs must be submitted in a sealed envelope to:**

County of Erie
Department of Parks, Recreation and Forestry
95 Franklin Street, Room 1260
Buffalo, New York 14202-3967

NOTE: Lower left-hand corner of envelope MUST indicate the following:

RFP NUMBER: 2023-060VF

PROPOSAL DUE DATE: 11/30/2023 TIME: NOON

FOR Elma Meadows Golf Course Concessions

NAME OF COMPANY:

If you are submitting other Invitations to Bid, each bid must be enclosed in a separate envelope.

Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

- EXHIBIT "A" - Assignment of Public Contracts
- EXHIBIT "B" - Purchase by other Local Governments or Special Districts
- EXHIBIT "C" - Construction/Reconstruction Contracts
- EXHIBIT "D" - Bid Bond (Formal Bid)
- N/A EXHIBIT "E" - Bid Bond (Informal Bid)
- EXHIBIT "F" - Standard Agreement
- EXHIBIT "G" - Non-Collusive Bidding Certification
- EXHIBIT "H" - MBE/ WBE Commitment
- EXHIBIT "IC" - Insurance (Classification “E”)
- EXHIBIT "P" & EXHIBIT "PBI" - Performance Bond
- ATTACHMENT A – Healthy Food Service Guidelines
- ATTACHMENT B - Definitions
- ATTACHMENT C – List of equipment supplied by County

County of Erie
Department of Parks, Recreation and Forestry
Price Page

Ship to: COUNTY OF ERIE
 Attention: Elma Meadows Golf Course
 Address 1711 Girdle Road
Elma, NY 14059

ITEM NO.	QUAN-TITY	U/M	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Mandatory On-Site Walk Through 11/16/2023 - 10:00 AM – Elma Meadows Golf Course		
			Questions via Email (Jacqueline.Todorov@erie.gov) 11/23/23		
			Please Provide 3 References of Prior Similar Work Performed With RFP Submission 11/30/23 by 12 Noon		
			Elma Meadows Golf Course Concession – See detailed specifications on Pages 2A through 2K		
			\$_____per season. Flat rate includes functions approved by the Commissioner of Parks, Recreation and Forestry and specified herein.		

NOTE: RFP results cannot be given over the phone. All requests for RFP results should be submitted in writing or faxed to:

ERIE COUNTY DEPT OF PARKS **TOTAL NET PROPOSAL DELIVERED INSIDE _____**
 Freedom of Information Officer
 95 Franklin Street, Rm. 1260
 Buffalo, NY 14202
 FAX #: **716/858-8314**

NAME OF COMPANY

I. **SCOPE OF OPERATION:**

The successful bidder will operate the concession stand at Elma Meadows Golf Course (hereinafter referred to collectively as "Golf Course") annually in strict compliance with rules and regulations set forth by Erie County's Commissioner of Parks, Recreation & Forestry ("Commissioner").

The concessionaire must offer the following items for sale to the patrons of the Golf Course at reasonable prices (not higher than charged by stores in the vicinity): soft drinks, candy, chewing gum, coffee, milk, hot chocolate, ice cream, and other frozen refreshments, hot dogs and hamburgers, pizza, beer, wine and other items as are found in demand by patrons of the golf course and approved by the Commissioner.

Please provide both a menu and banquet menu with proposal. All menu, sale items and practices must follow the Erie County Healthy Food Service Guidelines. See, Attachment A.

Concessionaire may provide mobile food and beverage service on the Golf Courses, but it is not mandated. Mobile food and beverage service is a serious interest of the County.

Concessionaire must maintain, at he/she's own expense, the proper beer and wine licenses from the State of New York.

Concessionaire may also rent or sell at reasonable rates or prices such items of sporting equipment such as golf supplies such as tees, balls, gloves, etc. in first class condition as may be approved by the Commissioner. Vendor must provide sufficient insurance to cover liability for above items prior to renting/selling them. Approval of insurance requirements and quality of equipment being rented/sold must first be done so by the Commissioner.

Concessionaire may additionally have a maximum of two (2) vending machines and one (1) ATM. Type of products sold and exact location of vending machines needs to be approved in advance by the Commissioner. NYS Sanitary Code, Parts 14 and the Erie County Healthy Food Service Guidelines apply to vending operations that offer foods and food products. See, Attachments A & B. Responsibilities to stock and maintain these vending machines are solely that of the concessionaire and the County reserves the right to discontinue this practice at any time. The vendor likewise assumes any liability for damage and/ or repairs made to the machines for the length of the contract. With approval from the Commissioner, the concessionaire can offer this vending option for all or part of each year the concessionaire is under contract. Vending machines must fit current electrical configuration and capacity.

II. **CONTRACT PERIOD AND TERM:**

The contract period shall be for three (3) years commencing on or about April 1, 2024. The Concessionaire shall have the options to renew and extend this agreement for one separate additional term of three years commencing on or about the first day of April 1, 2024 provided that both parties agree to exercise the option and provided that it shall give written notice to the County within 120 days immediately preceding the optional renewal term. Such extension shall be subject to approval by the Erie County Legislature.

III. **AWARD DEPOSIT:**

Successful bidder will be requested to present a certified check payable to "Erie County Parks," upon signing the contract for fifty percent (50%) of the annual fee. Any successful bidder who refuses to execute a contract upon the terms set forth in these specifications shall forfeit their award.

IV. **ANNUAL FEE:**

The fee for the initial term to be paid by the Concessionaire shall be determined via this RFP process with -- one-half payable upon execution of the underlying contract and the balance paid by October 1, 2024. The license fee for all subsequent years (including a possible 3 year option) shall be done so in two (2) equal installments due on April 1st and September 1st. Failure to make payments in a timely manner may result in termination of the contract.

V. **RESPONSIBILITIES OF CONTRACTOR:**

- A. Successful bidder must enter into an agreement giving the Concessionaire/ Contractor the exclusive right and privilege to operate the concession stands at the Golf Courses.
- B. Concessionaire will operate the concession with competent and courteous personnel. All personnel will be clean and neat in appearance. All personnel working in the concession shall treat the customers and patrons with courtesy and in a professional manner.
- C. All food and beverages will be handled in a manner consistent with the highest degree of sanitation and care and follow NYS Sanitary Code, Parts 14. The food and beverage menu will be in compliance with the Erie County Department of Health Healthy Food Service Guidelines. The Erie County Healthy Food Service Guidelines apply to vending operations that offer foods and food products. See, Attachments A and B. As per Health Department requirements, the concession will be cleaned and sanitized daily. Concessionaire will allow a Health Department representative to periodically review menu and sale items to check for adherence to the Erie County Department of Health Healthy Food Service Guidelines.

Concessionaire will be open to suggestions given by Health Department representative.

- D. Concessionaire must secure and maintain at its own expense all necessary licenses for the possession, sale and service of food, beverages, herein specified, and all licenses and permits necessary to the conduct of business under the terms of this license. In the event that the Concessionaire is unable to obtain any license or permit is revoked, the concession license with the County shall terminate as if the term of the contract had expired. The Concessionaire shall obtain all necessary licenses and permits required by law before beginning operation of the concession.

V. **RESPONSIBILITIES OF CONTRACTOR (CONT.):**

- E. Concessionaire agrees that the County of Erie will not be responsible for the installation of water supply, sewer or drainpipes or fixtures other than maintaining those provided.
- F. Concessionaire shall furnish at its own expense any additional equipment and/ or all refrigerators, coolers, electrical appliances, ovens, stoves, dishwashers, dishes, cutlery, napkins, cups and any other service and cleaning equipment necessary for the proper performance of the Concessionaire's obligations. County owned equipment will be maintained by the County. See, Attachment C for a list of County owned equipment. Repairs will be made by a licensed contractor at the County's expense. Equipment must be kept in good working condition.
- G. Concessionaire assumes all risk in the operation of this license and shall be solely responsible and answerable in damages for all accidents or injuries to person or property and hereby covenants and agrees to indemnify and keep harmless the County of Erie, the Commissioner of Parks & Recreation, and all officers and employees of the County of Erie from any and all claims, suits, losses, damage or injury to person or property of whatsoever kind and nature, whether direct or indirect arising out of the operation of this license, or the carelessness, negligence or improper conduct of the Concessionaire or any servant, agent or employee, which responsibility shall not be limited to the insurance coverage provided for.
- H. The Concessionaire expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the electrical apparatus, water supply equipment, or wires furnished for the premises or by reason of any loss or impairment of light, current, or water supply which may occur from time to time for any cause, or for any loss or damage sustained by the Concessionaire resulting from fire, water, tornado, civil commotion or riots, and the Concessionaire expressly waives all rights, claims and demands and forever releases and discharges the County of Erie and

its officers, employees and agents from any and all demands, set-offs, claims, actions and causes of action arising from any of the aforesaid.

Interruption of such electrical and water supply to the concession area shall not affect the Concessionaire's obligation to pay license fee.

V. **RESPONSIBILITIES OF CONTRACTOR (CONT.):**

I. All articles and services sold or used under this license must be of good quality. The Concessionaire shall maintain and operate the concession provided for in this license in a manner satisfactory to the Commissioner and at all times conform with the rules and directions of the Commissioner and charge only such prices in connection with its operation as shall be responsible and standard in this area. A list of prices for all articles sold shall be prominently and legally displayed at the point of sale.

J. **ELMA MEADOWS GOLF COURSE**

The Concessionaire is required to keep the stand in the Club House open beginning December 1st and ending March 31st when the sled hill is open.

Required minimum operating hours for such times are listed below:

Schedule:

December 1st- March 31st

Saturday, Sunday & Holidays	10:00 AM - 4:00 PM
Friday	3:00 PM - 7:00 PM

The concessionaire has the right to open concessions additional days and hours during winter months (within park hours) with prior approval of Parks Commissioner and/or designee.

Golf Season (approximately April 1 – Oct. 31)

The concessionaire agrees to keep the stand in the Club House and / or the Halfway House open daily from 8:00 AM- 4:00 PM, at a minimum, during golf season. Hours beyond this schedule are permissible and encouraged.

From April 1st - October 31st (golf season), only golf related functions will be allowed in the Club House.

All golf functions must be held during the hours of operation and must be approved in writing by the Commissioner of Parks, Recreation, and Forestry in advance. Weddings, receptions and birthday parties will not be approved.

The level of service, less than indicated in this contract, shall be determined solely by the Commissioner of Parks, Recreation and Forestry and may be grounds to terminate the contract.

VI. **RESPONSIBILITY OF THE COUNTY:**

The County will pay for electricity and natural gas to be consumed in operating the concession and will furnish all necessary and adequate rubbish and garbage receptacles for the use of the Concessionaire, which shall be removed by Parks Department Employees. The Erie County Department of Health will provide guidance for adherence to Erie County Department of Health Healthy Food Service Guidelines.

VII. **INSURANCE:**

Insurance shall be procured by the Concessionaire before commencing work, no later than fourteen days after notice of award, and maintained without interruption for the duration of the contract. The Concessionaire shall furnish an Insurance Certificate complying with County requirements for insurance. The insurance must be completed on the standard Erie County forms enclosed in this bid.

- A. Concessionaire shall furnish an Insurance Certificate for extended coverage or all-risk coverage for the building and County-owned property therein, naming the County as well as the Concessionaire as the Insured.
- B. All certificates shall have the endorsements contained verbatim in Exhibit IC attached.

VIII. **MAINTENANCE:**

All buildings, space and equipment currently provided by the County, covered by this license and used by the Concessionaire in the conduct of this concession shall be maintained and kept in repair by the County as shall be determined by the Commissioner of Parks, Recreation & Forestry. County owned equipment shall be surrendered by the Concessionaire to the County of Erie at the expiration or other termination of this license in as good condition as when received, reasonable wear and tear and damage by the elements expected. The Concessionaire shall not make any alterations in the licensed premises without written approval of the Commissioner of Parks, Recreation & Forestry. The County of Erie may make structural repairs and improvements to the licensed

premises at any time.

It is agreed that the licensed premises may be inspected at any time by authorized representatives of the Commissioner of Parks, Recreation & Forestry, or representatives of the Erie County Department of Health. The Concessionaire must agree that if notified by the Commissioner or his representative that any part of the licensed premises or the facilities thereof is unsatisfactory to remedy the same at once.

IX. **ASSIGNMENT:**

Concessionaire shall not transfer or assign this license. Unless personally operated by Concessionaire only, the Concessionaire agrees to employ a manager who is satisfactory to the Commissioner to operate this license. If at any time the Commissioner notifies the Concessionaire that the manager is unsatisfactory, the Concessionaire shall, within forty-eight hours replace him with a satisfactory one. The Concessionaire further agrees to have at all times sufficient attendants on duty to render adequate service and assistance to the public, the Commissioner being the judge of the adequacy of such services.

X. **INDEPENDENT CONTRACTOR RELATIONSHIP:**

It is mutually understood and agreed, and it is the intent of the parties that an independent contractor relationship be and hereby established under the terms and conditions of this contract and that the Concessionaire and any employees of the Concessionaire are not, nor shall they be deemed to be, employees of the County.

XI. **ADVERTISING:**

The Concessionaire shall not advertise in any manner or form on or about the premises, buildings or spaces located to it, or elsewhere, or in any newspaper or otherwise, except by means of such signs or form of advertising as shall be approved by the Commissioner of Parks & Recreation. The Concessionaire shall not employ or use any persons known as "hawkers", "spielers", "criers", or other noisemakers or any other means of attracting attention to the Concessionaire's concession without approval by the Commissioner, nor shall the Concessionaire carry on within or upon said licensed space any other operation than herein described or interfere with any other concessionaire of the County of Erie or any employee of any other concessionaire.

XII. **CIGARETTES & TOBACCO RELATED ITEMS:**

There shall be no tobacco related items sold or distributed any time on the premises.

XIII. **LEGAL COMPLIANCE:**

A. Concessionaire shall comply with all ordinances, statutes, rules and regulations of all governmental bodies, including the local police, the County of Erie, and the health and sanitary authorities. Structural alterations, additions or installations

shall remain the responsibility of the County of Erie. The Concessionaire shall not use, nor suffer or permit any person to use in any manner whatsoever, the said premises or any part thereof for any illegal purpose, or for any purpose in violation of any Federal, State or municipal law, ordinance, rule order or regulation or of any ordinance, rule order or regulation of the Commissioner of Parks & Recreation now in effect or hereafter enacted or adopted, and will protect, indemnify and forever save and keep harmless the County of Erie and its agents, officers and employees from and against any damage, penalty of fine,

judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of the Concessionaire, or any employee, person or occupant for the time being of said premises

- A. Concessionaire shall comply with all Federal and State Labor and Worker's Compensation Laws and must pay all employer's taxes for Social Security and Unemployment Insurance, and all other taxes which are measured by the wages, salaries or other remuneration paid to persons employed by Concessionaire; and must comply with sales tax requirements and income tax or other withholding requirements; and must indemnify and save harmless the County of Erie from liability for the payment of such taxes or charges.
- B. The Concessionaire must agree to the provisions of Sections 220 and 220-c of the Labor Law.

XIV. **EXECUTORY:**

As to the obligation of the County of Erie under the provisions of the license agreement, the same shall be deemed executory only to the extent of the moneys available thereof, and no liability shall be incurred by the County of Erie beyond the moneys available for the purpose.

XV. **REPRESENTATIVE CAPACITY:**

It is expressly understood and agreed by and between the parties that the Commissioner and the Erie County Executive and their officers and agents are acting in a representative capacity and not for their own benefit, and that neither the Concessionaire nor any occupant shall have any claim against them or any of them as individuals in any event whatsoever.

XVI. **TERMINATION:**

If the Concessionaire shall fail to make payments to the County of Erie in accordance with the terms hereof or shall fail or refuse to carry out the terms hereof, then the County of Erie may cancel this agreement upon ten (10) days notice served as stated in Section XIV hereof, and upon such termination the County of Erie shall have the right to enter the premises occupied by the Concessionaire, by force or otherwise, and take full

possession thereof, and close the premises for such time as it may deem proper, or at the option of the County of Erie, may remove therefrom the property and effects of the Concessionaire, and with or without legal process, expel, oust and remove all parties who may be present upon or occupy any part of the premises, and all personal property that may be thereon or therein contained, without being liable to prosecution damage or damages therefor, or for any damages to, or loss of any personal property belonging to any party upon or occupying said premises or any part thereof from any cause whatsoever by reason of such removal, and the Concessionaire expressly waives any and all claims for damages and loss against the County of Erie, or the Commissioner, their officers and agents, for or on account of any act done or caused to be done in exercising this right; and the County of Erie shall have the right to sell the said personal property so seized or removed and recover by such sale or legal process any and all sums due to the County of Erie under the terms of this agreement plus the costs and expenses incurred under the terms of this agreement.

It is understood and agreed that upon failure or refusal of Concessionaire to actively operate the concession in accordance with the conditions set forth herein, a failure of consideration will result and the license may be terminated by the County of Erie. Under no circumstances shall the termination of this contract by the County, relieve the Concessionaire of any liability for the payment of any license fee for the remainder of the term at the time of termination, or act to discharge him from the obligation of coverage under Section V for the balance of the term.

XVII. **DISCONTINUANCE:**

It is understood that the County of Erie may from time to time make changes in the location and capacities of park facilities and methods of operation and may discontinue certain park facilities or their use by the public during the term of this license.

XVIII. **NOTICE:**

All notices and orders given to the Concessionaire may be served by mailing the same to the Concessionaire at the address set forth on the first page of this agreement or by delivering a copy thereof to the Concessionaire in person, or by leaving it at its place of business in the park with any person then in charge of the same, or by posting the same in a conspicuous place upon the outside or inside of the refreshment stand.

XIX. **LIENS:**

It is expressly agreed that the County shall have a continuing lien on all personal property of the Concessionaire which may be on the premises for any and all sums which may from time to time become and be due to the County of Erie under the terms of this license agreement, and upon default of payment by the Concessionaire, the County has the right, in addition to any other legal or equitable remedies available to it, to take possession of and retain the same until the full amount due shall be paid, or to sell the same at public auction and, after deducting the expenses of such sale, apply the balance of the proceeds to such payment, and if there should be any deficiency to resort to any legal remedy.

XX. **PROPERTY RIGHTS:**

The Concessionaire agrees not to remove any personal property brought upon the licensed premises by the Concessionaire for the purpose of this license (exclusive of sales in the normal course of business) except with the express written permission of the Commissioner. Upon the expiration of the term herein, if the Concessionaire has made full payment under this license and has carried out the terms of this agreement, it may remove its personal property from the premises and shall do so within one week after the end of the term herein stated and on failure to do so, the Commissioner, by his officers and agents, may cause the same to be removed and stored at the cost and expense of the Concessionaire and the County of Erie shall have a lien thereon in the amount of the cost and expense of such removal and storage until paid and may, ten (10) days after giving written notice to Concessionaire by certified mail, sell such personal property and reimburse itself for such cost and expense plus the expenses of sale.

It is expressly understood and agreed that no real or personal property is leased to the Concessionaire, that it is a licensee and not a lessee, that the Concessionaire's right to occupy the premises and to operate the license shall continue only so long as the Concessionaire shall comply strictly and promptly with each and all of the provisions, agreements and conditions contained herein.

XXI. **ACCOUNTABILITY:**

The Concessionaire shall be fully accountable for its performance under this agreement, and agrees that it, or its officers will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate this contract or its performance.

COUNTY OF ERIE, STATE OF NEW YORK
DEPARTMENT OF PARKS

PAGE 2J OF 6 PAGES
95 FRANKLIN STREET, RM. 1260
BUFFALO, NY 14202

VENDOR MUST FILL IN THIS PAGE AND RETURN ALL BID SHEETS WITH BID

ANNUAL FEE FOR INITIAL TERM: \$ _____

NAME OF COMPANY: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EVALUATION PROCESS:

The following criteria, not necessarily listed in order of importance, will be used to review the proposals. The Commissioner of Parks, Recreation and Forestry reserves the right to weigh his evaluation criteria in any manner he deems appropriate.

- Proposer demonstrated capability to provide services
- Proposer's experience to perform the proposed services
- Proposer's presentation
- Proposer must sign Exhibit G stating that the organization and/ or its owner does not owe any back taxes to the County of Erie.
- MWBE Status

County of Erie
DEPARTMENT OF PARKS, RECREATION AND FORESTRY

INSTRUCTIONS TO PROPOSER'S

1. BID SHALL BE SUBMITTED ON THESE COUNTY OF ERIE BID FORMS or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.
2. LATE PROPOSALS. Any bids received in the Erie County Division of Purchase after the date and time prescribed will not be considered for contract award.
3. EMERGENCY CLOSINGS. In the event the closing of certain County facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Division of Purchase control, only bids received in the Division of Purchase prior to the date and time or postmarked as of the date prescribed will be considered for contract award.
4. ANY CHANGE IN WORDING OR INTERLINEATION BY A BIDDER OF THE INQUIRY AS PUBLISHED BY THE COUNTY OF ERIE shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.
5. THE COUNTY RESERVES THE RIGHT TO REJECT any and all bids, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. The County does not obligate itself to accept the lowest or any other proposal.
6. AWARD TO THE HIGHEST RESPONSIBLE BIDDER. For the purpose of determining which bidder is the highest qualified responsible bidder, it shall be the highest three bidders' responsibility, within FIVE DAYS of being so notified by the Division of Purchase, to present information and documentation to the Division of Purchase, to satisfy the County that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.
7. CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.
8. This EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid:

IT IS UNDERSTOOD BY THE PARTIES THAT THIS AGREEMENT SHALL BE EXECUTORY ONLY TO THE EXTENT OF THE MONIES AVAILABLE TO THE COUNTY OF ERIE AND APPROPRIATED THEREFOR, AND NO LIABILITY ON ACCOUNT THEREOF SHALL BE INCURRED BY THE COUNTY BEYOND THE MONIES AVAILABLE AND APPROPRIATED FOR THE PURPOSE THEREOF.
9. FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by the County of Erie to recover damages.
10. PRICES SHALL BE QUOTED F.O.B. DESTINATION AND DELIVERED INSIDE. "Tailgate delivery" will not be accepted unless specified by the County.
11. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE COUNTY. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the bid. There will be no additional charges for delivery.
12. NO TAXES ARE TO BE BILLED TO THE COUNTY. Bids shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The County of Erie Purchase Order is an exemption certificate. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net bid.
13. THE SUCCESSFUL BIDDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision of regulatory body, which may apply to its performance under this contract.

County of Erie
DEPARTMENT OF PARKS, RECREATION AND FORESTRY

14. GRATUITIES, ILLEGAL OR IMPROPER SCHEMES. The County may terminate this agreement if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any County official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of this agreement. The County may also terminate this agreement if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of this agreement. In the event that it is determined that said improper or illegal acts occurred, the County shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.

15. INSURANCE shall be procured by the Successful Bidder before commencing work, no later than 14 days after notice of award and maintained without interruption for the duration of the Contract, in the kinds and amounts specified in Exhibit IC, unless otherwise stipulated in these Bid Specifications. IF THE INSURANCE IS NOT PROVIDED IN ACCEPTABLE FORM WITHIN THIS PERIOD OF TIME, THEN THE DIRECTOR OF PURCHASE MAY DECLARE THE VENDOR NONRESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOW RESPONSIBLE BIDDER.

CERTIFICATES OF INSURANCE shall be furnished by the successful bidder on Erie County Standard Insurance Certificate, Exhibit IC.

16. ANY CASH DISCOUNT, which is part of bid, will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The County policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the County will take the discount when payment is made. The County will not pay any interest charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.

17. CHANGES IN THE WORK. The County may, as the need arises, through the Director of Purchase, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the contractor and County through the Director of Purchase.

18. BID OFFERING MATERIAL OTHER THAN THAT OF SPECIFIED MANUFACTURER OR TRADE NAME will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.

19. IF MATERIAL OR SERVICES OTHER THAN THOSE SPECIFIED IN THIS BID DOCUMENT ARE OFFERED, the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:

(a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Division of Purchase, sufficient detail is not presented as a part of the sealed bid to permit definitive evaluation of any substitute item, the bid will not be considered.

(b) Descriptive literature of item offered, for evaluation.

(c) List of installations in Erie County of the item offered.

(d) List of other installations.

20. ANY ADDITIONAL INFORMATION for which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.

21. WORKMANSHIP MUST MEET WITH THE APPROVAL OF THE DEPARTMENT HEAD(S) INVOLVED, AND SHALL BE FIRST CLASS in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what stage of completion, may be rejected and shall be made good by the contractor at his own expense.

County of Erie

DEPARTMENT OF PARKS, RECREATION AND FORESTRY

22. CONTRACTOR SHALL CLEAN UP and remove all debris and rubbish resulting from the work and leave the premises broom clean to the approval of the department head.
23. THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45-day period, a bidder to whom the bid has not been awarded, may withdraw his bid by serving written notice of his intention to do so upon the Division of Purchase. Upon withdrawal of the bid pursuant to this paragraph, the Division of Purchase will forthwith return the bidder's security deposit.
24. PRICES CHARGED TO THE COUNTY OF ERIE are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.
25. PRICE IS FIRM. The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.
26. EXTENSION OF PRICE PROTECTION. Any contract entered into pursuant to this bid to supply the County's requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful bidder and the County. All extensions shall be submitted in writing and shall have prior approval by the County of Erie, Director of Purchase.
27. IN EXECUTING THIS BID, THE BIDDER AFFIRMS that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.
28. ACCOUNTABILITY. The undersigned shall be fully accountable for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate the contract or his performance.
29. TERMINATION OF CONTRACT:
- a. This agreement may be terminated by either party upon seven (7) days written notice, should the party fail substantially to perform in accordance with its terms, through no fault of the party initiating the termination.
 - b. At its option, the County may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the County.
 - c. In the event of termination for any reason other than the fault of the Contractor, or the non-availability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.

County of Erie

DEPARTMENT OF PARKS, RECREATION AND FORESTRY

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME _____

ADDRESS OF PRINCIPAL OFFICE STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

Check one: CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL _____

INCORPORATED UNDER THE LAWS OF THE STATE OF _____

If foreign corporation, state if authorized to do business in the State of New York:

YES _____ NO _____

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

NAMES AND ADDRESSES OF PARTNERS:



County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DEPARTMENT OF PARKS, RECREATION AND FORESTRY

ASSIGNMENT OF PUBLIC CONTRACTS

GENERAL MUNICIPAL LAW - Section 109:

1. A clause shall be inserted in all specifications of contracts hereafter made or awarded by an officer, board or agency of a political subdivision, or any district therein, prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

2. If any contractor, to whom any contract is let, granted, or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, without the previous written consent specified in subdivision one (1) of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignee, transferee or sub lessee shall forfeit and lose all monies, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent or affect any assignment by any such contractor for the benefit of his creditors made pursuant to the laws of the State.

NO ASSIGNMENT OF ANY AGREEMENT pursuant to this bid shall be made without specific prior approval, in writing, by the Erie County Director of Purchase.

(Rev. 1/00)

County of Erie
NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;

(2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

PROPOSAL NOT ACCEPTABLE WITHOUT THE FOLLOWING CERTIFICATION:

Affirmed as per specifications under penalty of perjury this RFP _____ submitted _____ day of _____, 20 _____

TERMS _____ DELIVERY DATE AT DESTINATION _____

FIRM NAME _____

ADDRESS _____

_____ ZIP _____

DOES NOT OWE ANY OUTSTANDING TAXES TO THE COUNTY OF ERIE.

AUTHORIZED SIGNATURE _____

TYPED NAME OF AUTHORIZED SIGNATURE _____

TITLE _____ TELEPHONE NO. _____

COUNTY OF ERIE
STANDARD INSURANCE REQUIREMENTS

**Vendor Insurance Classification E:
Contracts with Concessionaires**

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

A. Comprehensive General Liability

- with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$500,000 per occurrence and annual aggregate. The coverage shall include:
- Premises and Operations
- Products and Completed Operations
- Independent Contractors
- Contractual Liability (sufficient to cover all liability assumed under contracts with County of Erie)
- Personal Injury Liability (Coverages A, B & C)

B. Liquor Law Liability (applicable only if alcoholic beverages are served)

- with a minimum limit of liability of \$500,000 each common cause.

C. Automobile Liability

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

D. Excess "Umbrella" Liability

- with a minimum limit of \$1,000,000

E. Worker's Compensation and Employer's Liability

- providing statutory coverage in compliance with the Worker's Compensation Law of the State of New York.

F. Disability Benefits

- providing statutory coverage in compliance with the New York State Disability Benefits Law.

2. Comprehensive General Liability, Automobile Liability, Liquor Law Liability (if applicable), and Excess "Umbrella" Liability shall name the County of Erie and any Board, Bureau, Commission or Agency thereof as additional insured.

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

A. The insurance company or companies issuing the policies shall have no recourse against the County of Erie for payment of any premium or for assessments under any form of policy.

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

4. Prior to cancellation, non renewal or material change of the policies, at least forty-five (45) days advance written notice shall be given to the County of Erie, Department of Law, 69 Delaware Avenue, Suite 300, Buffalo, New York 14202, and the Agency requesting the certificate.

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

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 Avenue, Buffalo, N.Y. 14202,"
 B. Coverage must comply with all specifications of the contract.
 C. Executed by an insurance company and/or 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 CSLC CLS	\$500,000 CSL	\$500,000 CSL	\$1,000,000	\$500,000 CSL CSLCSL	\$1,000,000 CSCSL CSL CSL	\$500,000 CSL
-Prem. & OPS	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
-Prods. & Compl. 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.	\$1,000,000CSL LLL CSL		\$1,000,000CSL CSL	\$1,000,000CSL CSL	\$1,000,000CSL LLL CSL	\$1,000,000CSL CSL	\$1,000,000CSL 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 C	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
& Employer's Liability							
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 & Employer's 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.

ATTACHMENT A

Healthy Food Service Guidelines for Erie County Parks & Recreation Concessions & Vending Machines

Healthy Food Service Guidelines for Erie County Parks & Recreation Concessions & Vending Machines

The standards in the **Healthy Food Service Guidelines for Erie County Parks & Recreation Concessions & Vending Machines** are designed to ensure that healthier foods and beverages are available and encouraged at county facilities.

These guidelines provide specific standards for healthy food service concession and vending operations for snack bars, grills, concession stands and vending machines. These guidelines are to be used as for developing contracts and permits for the delivery of food service in Erie County Parks & Recreation and as a guide for concession vendors contracted to operate at a permanent park location and any other food service provider operating at Erie County Parks & Recreation events that are open to the public.

NUTRITION STANDARDS

A. Standards for Prepared Foods

Fruits and Vegetables

- Offer a variety of at least three fruit options daily, with no added sugars. Fruit can be fresh, canned, frozen, or dried.
- Offer seasonal fruit and vegetables.

Grains

- Offer ¼ of total grains as “whole grain-rich” products, daily.
- Offer a “whole grain-rich” product as the first (i.e., default) choice.

Dairy

- Offer a variety of low-fat dairy products (or dairy alternatives) daily, such as milk, yogurt and cheese.

Protein Foods

- Offer a variety of non-fried protein foods, such as seafood, lean meats and poultry, eggs, legumes (beans and peas), nuts, seeds, and soy products, daily.
- Offer protein foods from plants, such as legumes (beans and peas), nuts, seeds, and soy products, at least two times per week.
- Offer seafood at least once per week.

Desserts

When desserts are available, offer 25% of desserts containing ≤200 calories as served.

Sodium

- 25% of meals offered contain ≤800 mg sodium.
- 50% of entrees offered contain ≤600 mg sodium.
- 25% of side items contain ≤ 230 mg sodium.

Trans Fats

- 50% of all foods will not include partially hydrogenated oils.

Calorie and Nutrition Labeling

- Provide calorie and nutrition information of standard menu items as required by the Food and Drug Administration (FDA) in *Menu Labeling Final Rule: Food Labeling; Nutrition Labeling of Standard Menu Items in Restaurants and Similar Retail Food Establishments*. Standard

Other Considerations

- Limit deep-fried entrée options to no more than two choices per day and side item to no more than two choices per day one choice per day.

B. FOOD AND NUTRITION STANDARDS FOR PACKAGED SNACKS

- 25% of packaged snacks contain ≤ 200 mg sodium per package.
- 25% of packaged snacks have 0 grams of *trans* fat.
- At least 25% of packaged snacks meet the following food and nutrient standards.

Food Standards:

- Have as the first ingredient a fruit, a vegetable, a dairy product, or a protein food; or
 - Be a whole grain-rich grain product; or
 - Be a combination food that contains at least $\frac{1}{4}$ cup of fruit and/or vegetable.
- AND
- Calorie limit: ≤ 200 calories
 - Saturated fat limit: $< 10\%$ of calories

Exemptions: Reduced-fat cheese and part skim mozzarella; nuts, seeds and nut/seed butters; and dried fruit with nuts/seeds with no added nutritive sweeteners or fats.

- Sugar limit: $\leq 35\%$ of weight from total sugars in foods.

Exemptions: Dried/dehydrated whole fruits or vegetables with no added nutritive sweeteners; dried whole fruits or pieces with nutritive sweeteners required for processing and/or palatability; and products consisting of only exempt dried fruit with nuts and/or seeds with no added nutritive sweeteners or fats.

Calorie Labeling

- All snack foods sold in vending machines are consistent with FDA's Vending Machine Final Rule: Food Labeling; Calorie Labeling of Articles of Food in Vending Machines.

FOOD AND NUTRITION STANDARDS FOR BEVERAGES

- Provide free access to chilled, potable water.
- When milk and fortified soy beverages are available, offer low-fat beverages with no added sugars.
- When juice is available, at least 50% of juice offered must be 100% juice - with no added sugars.
- At least 25% of available beverage choices contain ≤ 40 calories per 8 fluid ounces (*excluding 100% juice and unsweetened fat-free or low-fat [1%] milk*).

Food Safety Standards

All food service contractors operating in Erie County facilities are expected to adhere to **New York State Sanitary Code, Parts 14** which contains the regulations for various food service establishments in New York State. Because the regulations and code are periodically updated, this overarching standard is written so that the most recent versions are followed.

The **New York State Sanitary Code, Parts 14** applies to concessions (such as cafeterias, concession stands, cafés, and grills) where food is prepared and sold or served. They also apply to merchandising and vending operations that offer foods that require temperature control for safety. The sanitary code is not intended to apply to operations that offer only prepackaged foods that do not require temperature control for safety.

If you have questions about these guidelines; or need assistance please contact the Erie County Department of Health Community Wellness Division at 716 858-7685 or email: asherker@erie.gov.

Attachment B

Definitions

Food Service: Four types of food service are provided in Erie County Parks & Recreation Facilities:

- Concessions/restaurants: food is cooked/prepared on site; sold and there is a place designated for patrons to sit and eat.
- Snack Bars/concession stands: food is prepared off-site and/or packaged, delivered to and sold at the concession stand.
- Vending machines: food and snacks are sold through an unstaffed vending machine
- Combination service: combination of two or more of the types above.

Prepared Foods: Includes foods that are fresh, cleaned, cooked, assembled (e.g., salad or sandwich), or otherwise processed and served “ready-to-eat.” Prepared foods include those that are made and served on site, or those prepared at a central kitchen and then packaged and distributed to other locations. These foods have a relatively limited shelf life (compared to packaged snacks), and can be sold in any food service venue. Examples of prepared foods include hot entrées, side dishes, soups, salads, deli sandwiches, and fresh whole fruits and vegetables.

Equipment Supplied / Owned by Erie County

Elma Meadows Kitchen List

1. Black Diamond Stove/Oven
2. Two side by side refrigerators
3. Hood and table unit – Char broiler, flat top griddle and double basket fryer.
4. Max cold fridge and sandwich maker unit
5. Heavy-duty toaster.

COUNTY OF ERIE

CONFLICT OF INTEREST DISCLOSURE STATEMENT

The purpose of this conflict of interest disclosure statement (hereinafter “Disclosure”) is to protect the interests of the County of Erie (hereinafter “County”) when conducting evaluations regarding potential County projects, funding and/or contractual arrangements. The process whereby outside applicants are evaluated for County projects and/or funding must be conducted in a manner that insures against any bias or even the perception of a conflict of interest. Therefore, prior to taking part in the selection process, those serving as evaluators must complete the attached Disclosure.

Attached to each Disclosure will be a list of the organizations, as well as their subcontractors, subject to evaluation. The chair of the selection committee will prepare the list and attach same to the Disclosure prior to distribution. Once the Disclosure has been completed, each evaluator is asked to return the form to the chair of the selection committee. Evaluations shall not commence until all Disclosures have been returned.

COUNTY OF ERIE

CONFLICT OF INTEREST DISCLOSURE STATEMENT

NAME: _____
TITLE: _____
DEPARTMENT OR AGENCY: _____
PROJECT TO BE EVALUATED: _____

1. **Current Employment:** Do you, your spouse or dependent children currently hold a position with, or are actively seeking employment from, any of the organizations listed on **Attachment A** that are subject to evaluation? *[If none, please write "None."]*

Name	Relationship	Employer

2. **Past Employment:** Have you, your spouse or dependent children held a position in the past five (5) years, either directly or indirectly, with any of the organizations listed on **Attachment A** that are subject to evaluation? *[If none, please write "None."]*

Name	Relationship	Employer

3. **Financial Interest:** Describe any financial interest, affiliation and/or connection that you, your spouse or your dependent children may have, either directly or indirectly, with any of the organizations listed on **Attachment A** that are subject to evaluation. *[If none, please write "None."]*

4. **Conflicts of Interest:** Are there any other issues, factors and/or affiliations that pertain to you, your spouse or dependent children that may pose a conflict of interest or the appearance of a conflict of interest in the event that you participate in the evaluation process for the underlying project? *[If none, please write "None."]*

I _____ certify that the above statements are true and correct to the best of my knowledge. I promise to update this disclosure form promptly in the event there is a change in relevant circumstances. If I should gain access to proprietary information belonging to other agencies, organizations or companies, I agree to protect their information from unauthorized use or disclosure and refrain from using such information for any purpose other than that for which it was furnished.

Signature

Date: _____