



**REQUEST FOR PROPOSAL (RFP)  
TO PROVIDE  
CONCESSIONAIRE SERVICE AT  
ELMA MEADOWS GOLF COURSE**

RFP# 2024-040VF

September 18, 2024

Erie County Department of Parks, Recreation & Forestry  
Edward A. Rath County Office Building  
95 Franklin Street, Room 1260  
Buffalo, NY 14202

**COUNTY OF ERIE, NEW YORK**  
**REQUEST FOR PROPOSAL (“RFP”) RFP# 2024-040VF**  
**To Provide Concessionaire Services at Elma Meadows Golf Course**

**I. INTRODUCTION**

The County of Erie, New York (the “County”) is currently seeking proposals from qualified companies to operate the concessions at Elma Meadows Golf Course.

It is the County's intent to select the Proposer that provides the best solution for the County's needs. The County reserves the right to amend this RFP.

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

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

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

**II. PROPOSAL PROCEDURES**

**A. Anticipated Schedule**

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

Issue RFP:	Wednesday, September 18, 2024
Facility Walk-Through:	Wednesday, October 9, 2024
Questions Due:	Wednesday, October 16, 2024
Answers Released:	Monday, October 21, 2024
Proposals Due:	Wednesday, October 30, 2024 by 3:00 PM
Selection Made:	Approximately December 1, 2024
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 three (3) copies shall be submitted. Proposals **MUST** be signed. Unsigned proposals will be rejected.
3. Submission of the proposals shall be directed to:

Troy Schinzel  
Commissioner, Erie County Department of Parks  
95 Franklin Street, Room 1260  
Buffalo, New York 14202

All proposals must be delivered to the above office on or before **October 30, 2024 at 3:00 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

Jacqueline Todorov, Confidential Secretary  
95 Franklin Street, Room 1260, Buffalo New York 14202  
[jacqueline.todorov@erie.gov](mailto:jacqueline.todorov@erie.gov)

no later than 12:00 noon on October 16, 2024.

**NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.**

5. Proposal finalists may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Those proposers will be notified to arrange specific times.
6. All potential contract-holders with Erie County shall agree to comply with Executive Order 13 (2014), and the Company shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. All contract holders will be required to sign the Erie County Equal Pay Certification attached hereto as **Schedule E**. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Company, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Company's compliance with Erie County Executive Order No. 13 (2014). Violation of the provisions of Executive Order 13 (2014), which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of a contract, and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.
7. No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no

agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County. **All proposers submitting proposals must include a fee proposal clearly labeled in a separate sealed envelope with the proposer name, due date of proposal, proposal name (“Concessionaire Services at Elma Meadows Golf Course”). The Cost Proposal should include a monthly as well as annual rate.**

### **III. SCOPE OF SERVICES**

#### **A. Qualifications**

The Erie County Department of Parks, Recreation and Forestry (“Parks Department”) seeks qualified applicants to operate the concession facilities at Elma Meadows Golf Course in Elma, NY.

Elma Meadows Golf Course is considered a best-in-class municipal course in Erie County. There is ample demand for concessionaire services at Elma Meadows Golf Course. Tee times at Elma Meadows are in high demand, with tee sheets full every day of the week. Erie County sells golf passes as well as offering walk-on tee times, when available, and has sold a record number of passes this year. Rounds of golf at our courses, overall, have increased 24% in the past 5 years.

The Concessionaire will operate the concession facilities for regular golfers but should also be prepared to provide catering to large groups such as leagues or tournament participants during the golf season, upon request. The Concessionaire is welcome to cater private events in the Clubhouse during the off-season, provided the proper permits are in place.

The operator of the concessions at Elma Meadows Golf Course will offer food and beverages at both the Clubhouse as well as the half-way house during the Golf season (approximately April – November) and at the Clubhouse during the Winter Sports season. Items which are customarily available at this type of facility include, but are not limited to, the following:

- Soft drinks
- Beer and wine
- Candy
- Coffee
- Milk
- Hot Chocolate
- Short order food items such as hot dogs, hamburgers, sausages, sandwiches, etc.
- Pizza
- Frozen refreshments

**B. Required Schedule**

	<b>WINTER</b> (approx. Dec. 1 – March 31)	<b>GOLF SEASON</b> (approx. April 1 – Nov. 30)
<i>Required Concession Hours (Club House AND Half Way House)</i>	Concession in Club House shall be open when Winter Sports (sled hill, cross-country skiing course) are open. Additional hours open to the public are strongly encouraged.	Weekends Required for entire season; Concession shall be open during peak times remainder of week; schedule to be agreed upon by Vendor and Commissioner of Parks.
<i>Clubhouse Event Options</i>	Club House events not restricted and may be open to special events of varying types for Vendor to cater, with approved Dept. of Parks Special Event Permit (i.e. wedding/baby showers, birthday parties, private catered events, fundraisers, etc.). Special events must take place within Park hours and must not restrict public access to Clubhouse concessions when Winter Sports open.	Club House events restricted to golf-related functions only (i.e. league dinners, tournament catering, fundraisers, etc.) and must take place within Park hours.

**C. Additional Information**

Facility Information and photographs are attached hereto as **Schedule B**.  
Facility equipment is listed under **Schedule C**.

**IV. PROPOSAL CONTENT**

Proposals shall be in writing. Proposal format may vary, provided it includes a comprehensive description of how services meet all requirements as outlined in Scope of Services and includes all components listed below. All proposals should be comprehensive and address each of the following items listed below. Please include additional items (i.e. brochures, menus, graphics, logos, etc.) which you feel address these requirements and best showcase your experience and ability to meet the needs as outlined.

1. **Menu**: The proposal should include a comprehensive grill and banquet menu with proposed pricing included. Grill menus should show per-item pricing; banquet menus should include a la carte as well as package options for larger functions.
2. **Pricing**: Prices for such items should be comparable to similar types of facilities/golf courses and other food service establishments in the area and offerings should be comparable to those expected to be available at similar establishments.
3. **Mobile Service**: The concessionaire may provide, and is strongly encouraged to offer, mobile food and beverage service on the Golf Course, but it is not mandated. The proposal should include information on how Proposer will execute this service, if applicable.

4. **Payments**: Concessionaire should be prepared to take various forms of payment, including credit cards.
5. **Liquor License**: Concessionaire must obtain, and maintain, at their own expense, a liquor license from the State of New York. The proposal should include a timeline for obtaining the liquor license as well as a history of prior experience in obtaining and maintaining a liquor license.
6. **Vending Machines**: Concessionaire may have a maximum of two (2) vending machines and one (1) ATM machine. The type of products sold, and locations of these machines shall be approved in advance by Parks Administration.

The Concessionaire is solely responsible for ensuring that all vending machines are sufficiently stocked at all times to meet patron demand. The County reserves the right to discontinue this practice at any time. The Concessionaire 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 may offer this vending option for all or part of each year while under contract. Vending machines must fit current electrical configuration and capacity. The availability of vending is not a suitable alternative to service at the Concession facilities.

7. **Miscellaneous Items**: Concessionaire may rent or sell at reasonable rates or prices, such items of sporting equipment such as golf supplies (tees, balls, gloves, etc.) in new condition. Items proposed for sale must be approved by the Commissioner. Concessionaire shall maintain appropriate insurance coverage to cover liability of purchase or rent of such items. Proposal should include details on what, if any, miscellaneous items Proposer intends to sell, including proposed pricing.
8. **RFP Coversheet**: Firm must return the completed “Elma Meadows Golf Course Concessionaire Services” with their proposal. It is attached hereto after Schedule A.
9. **Additional Information**: Brief description of the Proposer, including its location, years in business, history and philosophy. Include an outline of the Proposer’s ownership, officers, and executive management. A narrative describing the Proposer’s capabilities and unique qualifications, including all pertinent information that would substantiate the Proposer’s capabilities as they pertain to the specified services of this RFP.
10. **Include the signed Schedule A - Proposer Certification.**
11. **Include the signed Schedule E - Erie County Equal Pay Certification.**

## V. STATEMENT OF RIGHTS

### UNDERSTANDINGS

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

- that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the County of Erie and is not a bid under Section 103 of the New York State General Municipal Law;
- submission of a proposal, attachments, and additional information shall not entitle the proposer to enter into an agreement with the County of Erie for the required services;
- by submitting a proposal, the proposer 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 (if required), and the Office of the Erie County Attorney.

In addition to the foregoing, by submitting a proposal, the proposer also understands and agrees that the County of Erie reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:

- To reject any or all proposals;
- To issue amendments to this RFP;
- To issue additional solicitations for proposals
- To waive any irregularities in proposals received after notification to proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;
- To interview the proposer;
- To request or obtain additional information the County deems necessary to determine the ability of the proposer; and
- To modify dates.

All proposals prepared in response to this RFP are at the sole expense of the proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs

incurred in the preparation or submission of any proposal; and

While this is a RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process; and

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

1. **EVALUATION:** Evaluation criteria are not necessarily listed in order of importance. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate.

The following criteria, not necessarily listed in order of importance, will be used to review the proposals.

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

## 2. **SELECTION**

All Proposals, timely received and complete, will be evaluated and ranked by a selection committee comprised of staff from the County. The evaluation is based on the written proposals using a numerical score sheet. Interviews or demonstrations are generally not conducted but may be called where determined to be appropriate for the evaluation.

## 3. **CONTRACT PERIOD AND TERM**

The contract term shall be for three (3) years, commencing on or about April 1, 2025. The Concessionaire shall have the option to renew and extend this agreement for one separate additional term of three years,



commencing on or about the first day of April 1, 2028, 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.

#### 4. **ANNUAL FEE**

The fee for the initial term to be paid by the Concessionaire shall be determined via this RFP process with one half (50%) payable upon execution of the underlying contract and the balance paid by August 1, 2025. 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 1 and August 1. Failure to make payments in a timely manner may result in termination of the contract.

#### 5. **RESPONSIBILITIES OF THE CONTRACTOR**

Successful proposer must enter into an agreement giving the Concessionaire/Contractor the exclusive right and privilege to operate the concession stands at the Golf Courses.

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.

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.

As per Health Department requirements, the concession will be cleaned and sanitized daily. Concessionaire will be open to suggestions given by the Health Department. A valid Department of Health food service permit must be maintained at all times.

Prior to operation, the Concessionaire must secure and maintain at its own expense all necessary licenses and permits for the possession, sale and service of food, beverages, herein specified. In the event that the Concessionaire is unable to obtain any license or permit, or in the event a license or permit is revoked during the term of the agreement, the contract with the County shall automatically terminate.

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.

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 Schedule C.* Repairs will be made by a licensed contractor at the County's expense. Equipment must be maintained in good working condition.

All articles and services sold or used under this license must be of good quality. The Concessionaire shall maintain and operate the concession 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.

6. **RESPONSIBILITIES 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.

7. **INSURANCE**

Insurance shall be procured by the Concessionaire before commencing work and maintained without interruption for the duration of the contract. The Concessionaire shall furnish an Insurance Certificate complying with County requirements, naming the “County of Erie” as an additional insured. A copy of the County’s insurance requirements are attached hereto as **Schedule D**.

Concessionaire shall furnish an Insurance Certificate for extended coverage or all-risk coverage for the building and County-owned property therein, naming the “County of Erie” as well as the Concessionaire as the Insured.

8. **CONTRACT**

After selection of the successful proposer, a formal written agreement 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 PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE ERIE COUNTY LEGISLATURE FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.**

9. **INDEMNIFICATION**

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

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

The Consultant agrees that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Consultant shall defend, indemnify and hold harmless the County, its officers, employees, and agents from and against the Consultant’s proportional share of liability, damage, claim, demand, cost, judgment, fee, attorneys’ fees, or loss which the County may sustain, be subject to, or be caused to incur because of or as a result of (a) any wrongful act, error, or omission of the Consultant or third-parties under the direction or control of the Consultant; or (b) any willful misconduct of the Consultant or third parties under the direction or control of the Consultant; or (c) any infringement of any claimed copyright or patent right of designs, plans, drawings, or specifications furnished by the Consultant or its sub-consultant.

Nothing contained herein shall create or give to third parties any claim or right of action against the

County or the Consultant beyond such as may legally exist without regard to this provision.

10. **NON-COLLUSION**

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

11. **CONFLICT OF INTEREST**

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

12. **COMPLIANCE WITH LAWS**

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

12. **CONTENTS OF PROPOSAL**

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

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

And clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page **"THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW."**

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

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

### **VIII. 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.

# **RFP COVERSHEET**

## **RFP# 2024-XXXX: Concessionaire Services at Elma Meadows Golf Course**

Please provide an attachment if more space is needed. Please attach all required proposal components beneath this cover sheet. Please clearly label each page with corresponding item on this cover sheet.

Proposer Name	
Contact Person	
Mailing Address	
Phone Number	
Email	
Website	
Federal Employer ID# (FEIN)	
Is agency debarred/suspended from receiving funds/doing business with the Federal government?	
Please provide DUNS #, if available	
Is an agency a Certified Minority Business Enterprise/ Women’s Business Enterprise (MBE/WBE)? <i>If yes, please provide the Erie County MBE/WBE Certification letter as attachment.</i>	
Is agency a Veteran-Owned Business? <i>If yes, please provide the letter indicating their company is 51% or more veteran-owned as attachment.</i>	
Name, title, and department of any employee or officer who was an employee or officer of Erie County within the 12 months immediately prior to the proposal, if applicable:	
List of all prime and subcontractors that your agency does business with:	
<b>Cost Proposal</b>	
<b>Proposed Annual Fee Per Term</b>	

**SCHEDULE “A”: PROPOSER CERTIFICATION**

**All Proposals must include a signed Proposer Certification.**

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

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

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

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the Society and/or 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.

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*Proposer Company Name*

By: \_\_\_\_\_  
*Name and Title*

**SCHEDULE "B": FACILITY INFORMATION**

Clubhouse Interior and Exterior





Clubhouse Kitchen and Concession Window







Halfway House Exterior and Interior – Halfway House located at Hole 1/9  
*Elma Meadows Concession RFP# 2024-040VF*

(No equipment provided at Halfway House)



## **SCHEDULE “C”: ERIE COUNTY CLUB HOUSE EQUIPMENT**

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.

# SCHEDULE "D" - Erie County Insurance Requirements

## INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

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

IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concessionaires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen. Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL
General Aggregate	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Products Completed Operations Liability	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Blanket Broad Form Contractual Liability	INCLUDE						
Contractual Liability		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE						
X.C.U. (explosion, collapse, Underground)	INCLUDE						
Liquor Law				INCLUDE	INCLUDE		
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Workers Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County, To Be Named Add'l Insd.	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

- V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.
- VI. Coverage must be provided on a primary-noncontributory bases.
- VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.
- VIII. If the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.
- IX. Waiver of Subrogation: Required on all lines unless noted.
- X. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.
- XI. Workers Compensation: State Workers' Compensation / Disability Benefits Law --- Use Applicable Certificates Below:

Workers Compensation Forms		DBL (Disability Benefits Law) Forms	
CE-200	Exemption	CE-200	Exemption
C105.2	Commercial Insurer	DB-120.1	Insurers
SI-12	Self Insurer	DB-155	Self Insured
GSI-105.2	Group Self Insured		
U-26.3	New York State Insurance Fund		

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

**SCHEDULE "E": ERIE COUNTY EQUAL PAY CERTIFICATION**

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

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

\_\_\_\_\_  
Signature

**Verification**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

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

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

Sworn to before me this \_\_\_\_\_  
Day of \_\_\_\_\_, 20\_\_  
\_\_\_\_\_