



Request For Proposal

Curatorial Services at the Erie County Schenck House

RFP # 2024-049VF

Erie County Dept. of Parks, Recreation & Forestry
95 Franklin Street, 1260
Buffalo, NY 14202

PROPOSALS DUE BY:

1. Project Overview

The County of Erie, New York (the “County”) is currently seeking proposals from qualified entities to provide curatorial and project management services at the Schenck House, an historic property owned by Erie County Parks which has been recently renovated for public use.

KEY DATES:

RFP Issued	November 2024	
Deadline to Register for Mandatory Site Visit	Monday, December 16, 2024	Register by e-mailing: Jacqueline.Todorov@Erie.Gov Provide your name, agency/business name, phone number and e-mail address.
Mandatory Site Visit	Wednesday, January 8, 2025	Site visit is mandatory and will take place at the Schenck House at: <i>Grover Cleveland Golf Course</i> <i>3781 Main Street, Amherst, NY 14216</i>
Questions Due	Friday, January 10, 2025	Questions should be submitted to: <i>Jacqueline Todorov, Confidential Secretary,</i> <i>Jacqueline.Todorov@Erie.Gov</i>
Responses Posted	Wednesday, January 15, 2025	Answers to official inquiries will be posted online at https://www3.erie.gov/purchasing/requests-proposals-construction-bids
Proposals Due	Wednesday, January 22, 2025	Due by mail (postmarked by 1/22/25) or delivered in person no later than 3:00pm to: <i>Erie County Dept. of Parks</i> <i>Attn: RFP #2024-049VF</i> <i>95 Franklin Street, Room 1260</i> <i>Buffalo, NY 14202</i>
Selection Made and Winning Proposer Notified	February 2025	

2. Background

The Schenck House, constructed around 1822, is widely considered one of the oldest extant stone structures in the City of Buffalo, New York, and is currently located on the grounds of the Grover Cleveland Golf Course, in the City of Buffalo. Constructed of locally quarried Onondaga limestone, the house is considered an excellent example of a Pennsylvania German Traditional home.

In 2022, and in anticipation of the 2024 Centennial of the Erie County Parks Commission, Erie County Parks embarked on a significant project to restore the Schenck House. Local firm Watts Architects & Engineers, LLC was the Project Manager and Architect and Walter S. Johnson Building Company, Inc. provided Construction Management services.

The primary goal of the restoration was to stem ongoing degradation of the structure taking place by repeated flooding of the basement, among other effects of weather and time. The core and shell of the entire building has been renovated to include new roof, soffits, gutters, windows, doors, drainage, grading, HVAC, and exterior lighting.

The secondary goal of the restoration was to convert the building into a museum dedicated to the history of Erie County Parks. The interior of the building received complete rehabilitation, which included full mold abatement, removal of interior walls, stabilized and new flooring, structural stabilization throughout, new drywall, restored window casings, new interior lighting, accessible entrances and restroom, and more.

The main building has been restored to prioritize public access and exhibit space. Interior walls have been removed to create a large, open first floor with two accessible entrances and an accessible restroom. Original window openings have been maintained to maintain natural light in addition to the new interior gallery-style lighting. The rear addition was stabilized and fully renovated and now houses a small kitchenette to accommodate special events. The second floor is intended to house archives and a small office area and will also be open for public access and additional exhibit space.

The building does not have National Historic Landmark Status and Erie County Parks will not be seeking it. However, all efforts were made throughout the restoration process to align decisions with historic restoration standards and best practices.

3. Project Goals

Intended outcomes of this RFP include:

- i. A coded database of archived Erie County Parks documents and artifacts.
- ii. A guidance document which provides professional recommendations for storage and display of items to exhibit. Recommendations are to include but are not limited to the following: technical, maintenance, storage and any other information needed to safeguard items for posterity as well as properly maintain and display items.
- iii. Select, mount, frame and hung for inaugural exhibit as well as permanent features such as self-guided tour elements (QR code buttons, app-based guided tours, etc.). Recommendations on content and process for implementing a series of future exhibits organized by theme.

4. Scope of Work

The scope of work for this RFP is focused on the creation of a publicly accessible museum dedicated to the history of Erie County Parks and the region. The Department stores a large volume of original documents and artifacts spanning its century of history which we seek to organize and display in a manner which is interesting, relevant, responsible, and engaging. In addition to documents and artifacts in the possession of the Parks Department or Erie County, resources stored at the Buffalo and Erie County Public Library, Buffalo History Museum, Country Club of Buffalo, and other possible locations will be researched and potentially digitized and obtained for the exhibit. Proposer should be prepared to budget for time required to initiate this research, including possible travel time to look at materials in person.

As such, the scope of this project would include, but is not limited to, the following tasks:

- Completion of archive database.
- Advisement and recommendations on curatorial practices such as content layout, display, organization, timeline, themes, placement, and "telling the story."
- Advisement and recommendations on application of physical and electronic technology, such as use of smart phones, self-guided audio tours, digital storytelling, social media/web applications, etc.
- Advisement and recommendations on accessibility considerations for this project.
- Advisement and recommendations on best practices and trends in curatorial practice and storytelling by public entities.
- Implementation of the inaugural exhibit and opening house to the public for the first time, which may include but is not limited to the following tasks:
 - Selection of documents and artifacts for the inaugural show based on theme, history, timeline, etc.
 - Completion of proper mounting, framing, and display items selected.
 - Creation and installation of self-guided tour components, such as QR codes, narratives, and any other component which enhances user engagement with the space.
 - Providing recommendations for additional shows to be implemented based on appropriate themes and documents and artifacts available.

5. Target Deliverable Schedule

Estimated Project Timeline: 6-12+ months

The estimated date around which we would like to schedule a grand opening ribbon-cutting is June 1, 2025. This is the date on which our inaugural exhibition will be open. To that end, the proposer would prioritize identification and display of priority items for that exhibit but work on the overall project is expected to be ongoing past this date.

If this date needs to be adjusted, please include your readjusted proposed date, as well as your reasoning for shifting the schedule.

6. Content of Proposal

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. Please include additional items (i.e. brochures, graphics, references to prior similar work and projects, logos, etc.) which you feel address these requirements and best showcase your experience and ability to meet the needs as outlined.

- Include the signed Schedule A - Proposer Certification.
- Include the signed Schedule E - Erie County Equal Pay Certification.

Each proposal should be prepared simply and economically. Please provide any promotional materials desired which would provide a complete, accurate and reliable presentation.

One (1) original and three (3) copies shall be submitted. Proposals **MUST** be signed. Unsigned proposals will be rejected.

Submission of the proposals should be directed to:

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

All proposals must be postmarked by or delivered to the above office on or before January 22, 2025 at 3:00pm. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.

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

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.

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 D. 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.

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 ("Curatorial Services at the Schenck House").

7. Evaluation Metrics

Erie County Department of Parks, Recreation and Forestry will evaluate bidders and proposals based on the following criteria:

- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.
- Proposer's demonstrated understanding of local history.
- Proposer's experience to perform the proposed services.
- Proposer's financial ability to provide the services.
- Evaluation of the proposer's fee submission.
- 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.

8. Contact Information

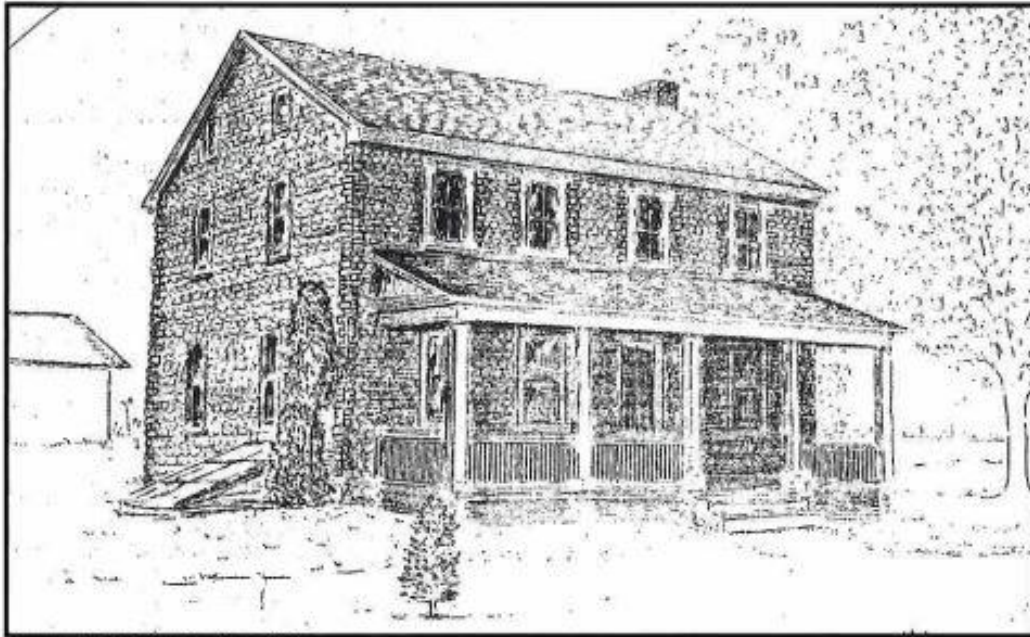
Requests for clarification or additional information must be written and submitted to:

Jacqueline Todorov, Confidential Secretary
95 Franklin Street, Room 1260, Buffalo New York 14202
jacqueline.todorov@erie.gov

Inquiries may be made up until Friday, January 10, 2025. After this date, no inquiries will be answered. Answers to inquiries will be posted at the following webpage for review:
<https://www3.erie.gov/purchasing/requests-proposals-construction-bids>.

Appendices

APPENDIX A: FACILITY PHOTOS



(Source: Buffalo Evening News 1989)

FIGURE 2. Artist Lawrence McIntyre's Illustration of the Schenck House.



(Source: Buffalo Evening News 1958)

FIGURE 3. Photo of the John Schenck House (Samuel's brother) in Snyder in 1958, Just Before it was Demolished Later That Year.

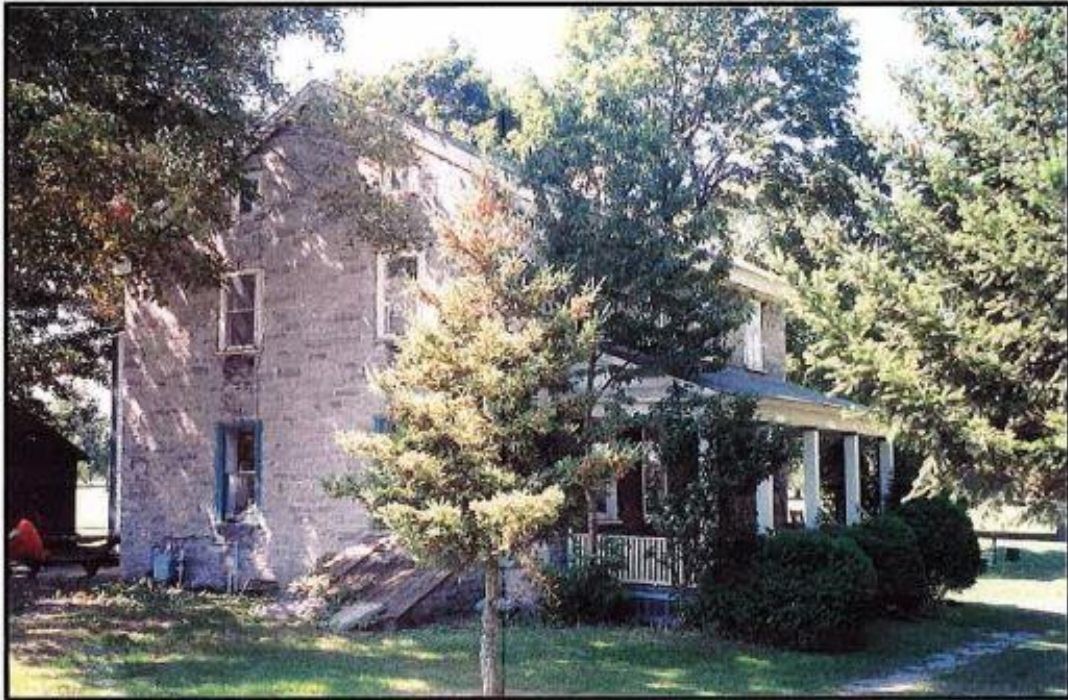


PHOTO 3. View of Eastern Elevation.

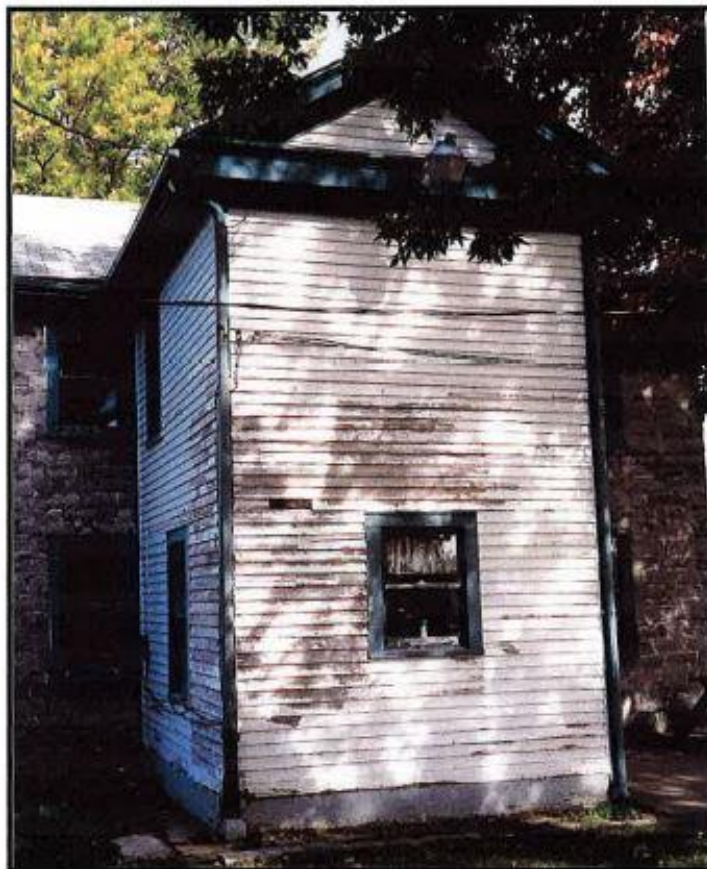


PHOTO 4. View Southern Elevation With Addition.



PHOTO 1. View of Northern Elevation.



PHOTO 2. View of Western Elevation Showing Wood Frame Addition.



Schenck House (2022) at start of construction with non-original porch still intact.



Schenck House (2022) after porch removed.





Exterior (2022)



Southern Exterior - Main House (2024)



Southern Exterior – Addition (2024)



First Floor (2024) exhibit space



Second floor (2024) workspace and exhibit space



Stairway (2024) to second floor



Second floor (2024) hallway to attic door and exhibit space

APPENDIX B: HISTORY OF THE SCHENCK HOUSE

Schenck House 1823 By Tara Mancini

Wikipedia (online Jan. 2017)

Source: <https://buffaloah.com/a/main/3781/gc.html>

The Schenck House - est. 1822 - is one of the earliest extant homes currently [2016] within the City of Buffalo limits. It was built by early pioneer and farmer Micheal Schenck (1772–1844) and his son Samuel Schenck (Nov. 17th 1793 - Dec. 1st 1872) out of locally queried limestone [Onondaga limestone], where many fossils can be seen on the eastern side of the facade. The Schenck family dates back to 1709 when they first arrived in America in an effort to escape religious persecution for being Protestant, specifically Mennonite. Just over a hundred years later they would find themselves in two covered wagons, traversing the Allegheny Mountains, and settling at the border between the City of Buffalo and Town of Amherst.

"Michael Schenck emigrated from Pennsylvania in August 1821 with his family in two large covered wagons, drawn by four horses, came by way of Pittsburgh, over the mountain to Erie, thence to a point then called Comstock's, eight miles from Buffalo, where he was compelled to place eight horses to one wagon, in order to get to Buffalo, on account of bad roads, he settled in Amherst, and purchased one-half section of land at fifteen dollars per acre, near Snyder post-office, then heavy timber land."

More specifically, the Schencks were part of a migration of German-Swiss Pennsylvanians (also called Pennsylvanian Dutch) along with people newly emigrated from Germany between the 1820s to the 1850s into the Town of Amherst and City of Buffalo. The Town of Amherst had 1,556 German and 364 Pennsylvanians arrive by the year 1850, or 43% of the total population. The City of Buffalo had 9,409 Germans, 69 Prussians and 376 Pennsylvanians by 1850, or 23% of the population. Each Federal census cycle the Schencks had male and female farmhands or laborers who were born in Germany listed as living in their household. Due to this, it is possible that the Schencks were bilingual.

Polyculture

Here they practiced the same farming techniques they had in Pennsylvania and earlier in Germany. These techniques by today's standards could be termed

"environmentally friendly", and Polyculture due to their use of crop rotation, production of multiple food products on a family farm, and the use of cow manure. The Schencks like other German settlers practiced the keeping and feeding of multiple types of animals; housing them in a barn through winter. This practice was consider unusual by farmers of British heritage. While the German idea of feeding and housing animals through winter was adopted by non-German farmers in the 19th century, the keeping of a variety of animals was not. Many 19th century farmers began to develop specialized farms, unofficially becoming a "pig farmer" or "cattle rancher". Three generations of Schencks continued practicing polyculture of crops and animals even when monoculture continue to expand and "special" or synthetic fertilizers were being developed and used.

Architecture

The house has had some alteration over its history - most of which being in the 19th century and included a front porch and two story rear addition. The construction of the The Schenck house was likely started in June 1822 when Michael Schenck purchased the property for \$1000, and completed in August 1823 when Michael sold it to his eldest son Samuel Schenck for \$3500.

The Schenck House was built with a "Continental Pennsylvania German House" floor plan of three rooms over three rooms, without a Federal style "central entrance hall", plus additional windows set into the third floor for functional light. Traditionally, this style would include a central chimney on a stone or brick central support wall. The Continental Pennsylvania German House plan was brought over to America with immigrants in the 17th and 18th century and dates to the Middle Ages in Central Europe.

Cooking in an 1823 house would have involved using the fireplace and in the case of the Schencks a 10 plate stove and pipe. A "5 plate stove" or German Jamb stove was a cast-iron free-standing stove developed in German speaking regions in the 1550s A.D.. However, it was used for heating the sleeping and sitting areas of the first floor of the house. The kitchen was heated by the kitchen fireplace. Once in America German immigrants developed a 6 plate Six Plate stove or closed stove which was cooked on by the 1740s. Benjamin Franklin is also an inventor of a coal burning stove in 1741, Franklin stove. However, it was not free-standing and was inserted into the fireplace.

Owners

The property was originally part of the Hamlet of Snyder, in the Town of Amherst and continued to be when the family sold it to the The Country Club of Buffalo in 1898. The Country Club kept the original buildings except for a cottage - northwest of the main stone house - where Samuel Schenck's mother Catherine Schenck lived. They added a tennis court, polo field, large club house, garages and a 16 hole golf course. The Golf Course was completed in 1902. The property was rezoned in the 1920s when it was sold to the City of Buffalo. It became a public park and golf course called Grover Cleveland Golf Course. It was transferred again in the 1970s, this time to Erie County, however, the property remained in the city limits.

Around 1970, the large barn, and significantly smaller structures were demolished. The Schenck house currently has three of the original six buildings and roughly a 180 acres of the original acres surviving to 2016. The 2003 Master Plan developed by Erie County has stated that it is looking at filing for preservation status.

RFP COVERSHEET

RFP #2024-049VF: Curatorial Services at the Schenck House

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 the 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:	

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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.

Proposer Company Name

By: _____
Name and Title

SCHEDULE B - Erie County Insurance Requirements

County of Erie, New York
Request for Proposal ("RFP") RFP# 2024-049VF

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
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County, To Be Named 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 C: STATEMENT OF RIGHTS

I. 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.

II. 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 an extension shall be subject to approval by the Erie County Legislature.

III. COST PROPOSAL

All proposals must include a cost proposal submitted with the final proposal.

IV. 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.

V. 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.

VI. 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.

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. EFFECTIVE PERIOD OF PROPOSALS

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

SCHEDULE D: 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____
