



**REQUEST FOR PROPOSAL (RFP)
TO PROVIDE**

**CONCESSIONAIRE SERVICE
AT GROVER CLEVELAND
GOLF COURSE**

RFP# 2026-028VF

Date: February 20, 2026

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#2026-028VF
To Provide Concessionaire Services at Grover Cleveland Golf Course

I. INTRODUCTION

The County of Erie, New York (the “County”) is currently seeking proposals from qualified companies to operate the concessions at Grover Cleveland Golf Course, with an address of 3781 Main Street, Buffalo, New York 14226.

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 from or contract with any proposer.

The County will only contract with proposers 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:	Friday, February 20, 2026
Facility Walk-Through (optional):	Thursday, March 5, 2026 at 10:00 AM
Questions Due:	Friday, March 6, 2026 by 3:00 PM
Answers Released:	Wednesday, March 11, 2026
Proposals Due:	Monday, March 16, 2026 by 3:00 PM
Selection Made:	Approximately March 20, 2026
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 **Monday, March 16, 2026 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. Proposals are **NOT** accepted via Facsimile or Electronic Mail.

4. Requests for clarification of this RFP must be written and submitted **via e-mail to:**

Nicole Ruberto, Deputy Commissioner of Recreation
Erie County Parks, Recreation & Forestry
Nicole.Ruberto@erie.gov

no later than 3:00 PM on Friday, March 6, 2026

NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY

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 entities contracting with Erie County must agree to comply with Executive Order 13 (2014), and the contracting entity must make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. All contracting entities 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 contracting entity, 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 contracting entity'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 proposer is not qualified to participate in future county contracts.

III. SCOPE OF SERVICES

A. Operations

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

Grover Cleveland Golf Course is a historic golf course located in Buffalo, New York that hosted the 1912 U.S. Open golf championship. Tee times at Grover Cleveland 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.

The successful proposer will enter into an agreement with the County of Erie operate the concession stands as contemplated herein as the Concessionaire at Grover Cleveland Golf Course (the “Concessionaire”).

The Concessionaire will operate the concession facilities in strict compliance with rules and regulations set forth by the Erie County Commissioner of Parks, Recreation & Forestry the “Commissioner”). 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 may cater private events in the Clubhouse during the off-season, provided the proper permits are in place.

The Concessionaire at Grover Cleveland Golf Course will offer food and beverages at the Clubhouse and/or at the half-way house during the Golf season. At a minimum, the Concessionaire must offer the following items for sale to the patrons of the Golf Course: 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.

The 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. Insurance requirements and quality of equipment being rented/sold must be approved by the County.

The Concessionaire may additionally have a maximum of three (3) vending machines and one 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 apply to vending operations that offer foods and food products. 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.

The 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. In addition to compliance with all required rules and regulations, Concessionaire

will be open to suggestions given by Health Department representative as they relate to the sanitary conduct of business.

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, and all licenses and permits necessary to the provision of the services contemplated herein. The Concessionaire shall obtain all necessary licenses and permits required by law before beginning operation of the concession.

The County of Erie will not be responsible for the installation of water supply, sewer or drain pipes or fixtures other than maintaining those provided.

The 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 attached hereto for a list of County owned equipment. Approved repairs will be made by a licensed contractor at the County's expense. Equipment must be kept in good working conditions.

B. Required Schedule

The Concessionaire is required to keep the stand in the Club House and/or the Halfway House open for business during golf season. Beginning April 1st through October 31st, operating hours must be Sunday through Saturday, including holidays, from 7:00 AM to 3:00 PM, at a minimum. The Concessionaire may open earlier and/or stay open later (within park hours) with prior approval from the Commissioner. Operating hours for the month of November will be weather-dependent and determined each year on a case-by-case basis by the Commissioner. No exceptions will be made to these hours without prior written consent from the Commissioner.

The Concessionaire may open concessions additional days and hours during winter months (December 1st-March 31st within park hours), with schedule to be approved in advance by the Commissioner.

The County will make the Concessionaire aware of any scheduled tournaments or events.

Special events, such as weddings, receptions, and birthday parties, will be subject to approval by the Commissioner or his designee and a Special Events permit will need to be issued by the County. During golf season, golf-related functions will be given precedence at the Club House. Concessionaire cannot charge a rental fee for use of County property for private events, but can provide catering for approved events.

During County-sponsored events, the County shall reserve the right to invite additional vendors and/or food trucks. Efforts will be made to avoid sales of competing/duplicate goods. Additionally, the County shall allow corporate sponsors of the event to distribute products around the Clubhouse area which may include food and beverages.

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 Section III Scope of Services above and includes all components listed below in subsections 1-16. 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. **Rent Proposal**: All proposers submitting proposals must include a rent proposal clearly labeled in a separate sealed envelope with the proposer's name, due date of proposal, and labeled ("Concessionaire Services at Grover Cleveland Golf Course"). The rent proposal must include only an annual rent proposal. That is, the total rent proposed to be paid annually. Rent will be paid in two equal installments pursuant to the terms of the agreement executed between the successful proposer and the County. No other payment scheme will be considered.
2. **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.
3. **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.
4. **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.
5. **Payments**: Concessionaire should be prepared to take various forms of payment, including credit cards. The proposal should provide a list of forms of payment the proposer will accept as Concessionaire.
6. **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. Concessionaire must make all reasonable efforts to obtain such license prior to the start of the 2026 golf season.
7. **Vending Machines**: The proposal should indicate if vending machines will be utilized by Concessionaire. If vending machines are to be utilized, the proposal should include the proposer's plan of use for such machines which must be consistent with the provisions of Section III(A) above. Note, the availability of vending is not a suitable alternative to service at the Concession facilities.
8. **Miscellaneous Items**: Should Concessionaire intend to rent or sell sporting equipment consistent with the provisions of Section III(A) above, the proposal should detail what the proposer intends to sell and include proposed pricing for such goods.
9. **RFP Coversheet**: Proposer must return the completed coversheet titled "Grover Cleveland Golf Course Concessionaire Services" with their proposal. It is attached hereto as Schedule F.
10. **References**: The proposal should include three professional references who County may contact to inquire about similar past/current services provided by proposer. Erie County departments or employees may not be used as references.
11. **Certificate of Incorporation**: The proposal should include a copy of the proposer's current certificate of incorporation.

12. **Additional Information**: The proposal should include a thorough 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.
13. **Start-Up Plan**: The proposal should include a plan describing how proposer will prepare for operations. Such plan should include a description of any hiring, training, and inventory or equipment acquisition necessary prior to becoming operational. In addition, the plan should include a list of inspections, permits, and licenses which need to be secured prior to operation. A procedure and timeline should be included along with a projected operational date.
14. **Financial Capacity**: The proposal should include evidence of available capital sufficient in amount to allow proposer to complete its Start-Up Plan in a timely manner and maintain financial solvency throughout the contract period.
15. **Include the signed Schedule A - Proposer Certification.**
16. **Include the signed Schedule E - Erie County Equal Pay Certification.**

V. STATEMENT OF RIGHTS

1. 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 requested 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 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.

2. 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 rent proposal. It should be noted that while price is not the only consideration, it is an important one.
- A determination that the proposer has submitted a complete and responsive proposal as required by this RFP.
- An evaluation of the proposer's projected approach and plans to meet the requirements of this RFP.
- The proposer's presentation at and the overall results of any interview conducted with the proposer.
- Proposers MUST sign the Proposal Certification attached hereto as Schedule "A".
Unsigned proposals will be rejected.
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County.

- Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

3. 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.

4. CONTRACT PERIOD AND TERM

The contract term shall be for an initial three (3) years, commencing on or about April 1, 2026.

5. 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.

6. 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.

7. 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.

8. 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 Concessionaire agrees that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Concessionaire shall defend, indemnify and hold harmless the County, its officers, employees, and agents from and against the Concessionaire'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 Concessionaire or third-parties under the direction or control of the Concessionaire; or (b) any willful misconduct of the Concessionaire or third parties under the direction or control of the Concessionaire; or (c) any

infringement of any claimed copyright or patent right of designs, plans, drawings, or specifications furnished by the Concessionaire or its sub-Concessionaire.

Nothing contained herein shall create or give third parties any claim or right of action against the County or the Concessionaire beyond such as may legally exist without regard to this provision.

9. 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.

10. 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.

11. 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.

VI. 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 “F” RFP COVERSHEET

RFP# 2026-028VF: Concessionaire Services at Grover Cleveland 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:	
Cost Proposal	
Proposed Annual Fee Per Term	

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 and the Office of the County Attorney.

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 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": FACILITY INFORMATION

Clubhouse Interior and Exterior



SCHEDULE “C”: ERIE COUNTY CLUB HOUSE EQUIPMENT

1. Side by side refrigerator.
2. Refrigerator/freezer.
3. Hood and table unit – Char broiler, double basket fryer and flat-top griddle.

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 Entry 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 "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 proposer/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_
