



ERIE COUNTY

REQUEST FOR PROPOSAL (RFP) TO PROVIDE MARKET ANALYSIS AND FEASIBILITY STUDY FOR A NEW OR EXPANDED BUFFALO CONVENTION CENTER

RFP #1706VF

April 13, 2017

**DEPARTMENT OF ENVIRONMENT AND PLANNING
EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET
BUFFALO, NEW YORK 14202**

County of Erie

REQUEST FOR PROPOSALS

MARKET ANALYSIS, CONCEPT DESIGN, AND FACILITY AND SITE RECOMMENDATION STUDY FOR A NEW OR EXPANDED BUFFALO NIAGARA CONVENTION CENTER

1. INTRODUCTION

Proposals are being solicited from Architectural and Engineering, Marketing and Consulting firms (consultant) to provide services for providing a market analysis, feasibility study, concept design and locational study (“Study”) for the Buffalo Niagara Convention Center property.

This project will be the first step of the Buffalo Niagara Convention Center study process and is intended to provide information on programming, the role of the Buffalo Niagara Convention Center, size and needs of a new or expanded center, concept designs and locational analysis.

The project is being funded through the use of Erie County General Obligation Bonds.

2. GENERAL INFORMATION AND REQUIREMENTS:

- A. Firms are encouraged to include Certified Minority and Women Owned Business Enterprises (MBE/WBE) in their teams in order to meet Erie County’s goals of 15% MBE and 5% WBE participation. Certified MBE/WBE proposers should include the Erie County certification letter with the proposal.
- B. If proposer is a Veteran Owned Business, proposer should include letter indicating company is 51% or more Veteran-owned.
- C. **Proposers MUST sign the Proposal Certification attached hereto as Schedule “A”. Unsigned proposals will be rejected.**
- D. **One (1) original and six (6) print copies of the proposal are required to be submitted by 2:00 pm on May 26, 2017. Proposals MUST be signed. Unsigned proposals will be rejected.**
- E. **All firms wishing to participate in this process must register electronically to kenneth.swanekamp@erie.gov. All further information and contact from Erie County will be sent electronically.**

F. ERIE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY INFORMALITIES THEREIN

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

3. DEVELOPMENT OBJECTIVES:

The development objectives sought in building a remodeled, expanded or new Buffalo Niagara Convention Center are long term development objectives for Western New York and Buffalo including the following:

- A. Create a fully functional, state of the art convention center.
- B. Create a safe and appealing convention center district.
- C. Re-establish Buffalo as a convention destination.
- D. Create a facility that is multi-purpose in function and has the potential to host various amateur athletic events, possibly with elevated seating arrangements.
- E. Create a Convention Center that has connectivity to Buffalo and is part of the fabric of the City, allowing for an experience where guests can capture the authentic flavor of the City during their visit.
- F. Generate new room nights and increased hotel occupancy.
- G. Stimulate growth for existing downtown business.
- H. Present a high quality image for Buffalo.

- I. Reinforce Buffalo's position as a regional hub.
- J. Bring more regional residents downtown.
- K. Improve Buffalo's visitor and tourist infrastructure.
- L. Serve as a catalyst for economic development in the region.
- M. Stimulate long term development and investment in downtown.

4. BACKGROUND AND GENERAL DESCRIPTION OF THE PROJECT:

Erie County owns and operates the Buffalo Niagara Convention Center. The existing center is a facility with a 64,410 square foot main exhibition floor and a total size of approximately 110,000 square feet. In 1997, a study of the feasibility of renovating, enlarging or constructing a new center was commissioned by the Greater Buffalo Convention and Visitors Bureau, the Buffalo Niagara Convention Center Management Board and Erie County.

That study concluded that the existing center could not meet the future needs and that the current site did not offer the potential for expansion that was necessary. The proposed alternative was the construction of a new center with a main exhibition floor of 125,000 square feet and a gross square footage requirement of approximately 425,000.

Potential sites were analyzed and a preferred site WAS identified (this site is no longer available). The project did not progress beyond this point. Over a number of years, improvements have been made to the existing Buffalo Niagara Convention Center (totaling in excess of \$13,000,000) without changing the existing building footprint.

In the years since the last study, downtown Buffalo has experienced a rebirth and revitalization. New construction for the Buffalo Niagara Medical Campus, Harborcenter, Canalside and re-use of many older buildings for mixed use have lifted downtown Buffalo to levels not seen in over a half century. The number, types and location of hotels in downtown Buffalo have also changed dramatically in the past fifteen years. It is now desired to revisit this issue and consider a remodeled, expanded or new Buffalo Niagara Convention Center.

The consultant will be responsible for generating the Study to achieve the development objectives and the specific items in the Scope of Work.

5. SCOPE OF WORK

The following is a description of the Services to be performed and completed by the successful Firm:

- A. Project Initiation** (*Tasks include, but are not limited to*):

1. The CONSULTANT shall meet with the Steering Committee (County, Buffalo Niagara Convention Center, Visit Buffalo Niagara, and others) to discuss project scope.
2. The CONSULTANT shall conduct site visit(s) to become familiar with existing conditions.
3. The CONSULTANT shall become familiar with all necessary documents, agreements and regulations controlling the site (ownership, funding agreements, event contracting procedures, etc.).
4. The CONSULTANT shall organize progress meetings with all involved parties (including the Steering Committee).
5. The CONSULTANT shall perform all work necessary to meet the project timeline as outlined in the Project Schedule.
6. The CONSULTANT must understand that in-person meetings with the County and Steering Committee (as often as monthly), in Buffalo will be required.

B. Buffalo Niagara Convention Center and the Metro Buffalo Market Analysis

1. Analyze trends in the state, regional and national meetings industry.
2. Analyze the economic and demographic characteristics of the Greater Buffalo area.
3. Analyze the hotel market (current and planned) in downtown Buffalo and Erie County for its size and ability to support an expanded convention facility.
4. Analyze the amateur and professional sports market in Buffalo and Erie County, their facilities and the potential for tourism related activities. (link to the Sports Facilities Report: www.visitbuffaloniagara.com/sports-master-plan/)
5. Develop a program or make recommendations for best practices for expanded sustainability efforts in existing or new facility.
6. Develop, in coordination with the Steering Committee, a list of peer cities to be used in the study for comparison purposes.
7. Compare Buffalo and Erie County's meeting market and exhibition facilities to peer cities and markets in the U.S.
8. Determine where Buffalo and Erie County fit within the national landscape of conventions and tourism.
9. Estimate demand for the proposed convention center development.
10. Conduct a demand analysis, including primary markets research and identifying demand generators or potential users of the facility. Interview current key customers and potential new users, including meeting planners, event promoters and/or consumers. Estimate the impact of potential downtown development projects on facility demand.
11. Develop program options that address the facility recommendations.
12. Prepare a financial analysis of the hypothetical operations of the proposed new or expanded convention center development.
13. Prepare an economic and fiscal impact analysis.

14. Conduct a hotel accommodation inventory and meeting space analysis.
15. Project economic impact of any recommendations on hotel room nights, tax revenues and increase to the City and County, and project impact on City restaurants and retailers

C. Convention Center Facility Requirements/Conceptual Designs and Layouts
(Tasks include, but are not limited to):

The Consultant shall develop facility requirements that match the meeting market needs of Buffalo at the present time and projections for the next ten years. The recommendations shall include size and characteristics, not only traditional convention center facilities, but also for elements which can reasonably be expected to occur in the future. The general facility elements shall include at a minimum:

1. Exhibit space – contiguous floor space and secondary space
2. Meeting room requirements, design and configuration
3. Ballroom and banquet space
4. Theatre and assembly seating
5. Kitchen and other back house support areas
6. Public/pre-function space including informal gathering areas and the ability to accommodate diverse multiple events simultaneously.
7. Outdoor green space options
8. Options for multi-purpose use including various amateur athletics.
9. Other activity centers that may be appropriate
10. Amenities and technology
11. Parking requirements, particularly parking controlled by BCC, and other transportation issues
12. Parking and unloading/loading areas for transportation shuttles for guests, marshaling space for tractor trailers and vendor and exhibitor vehicles.
13. Phasing and expansion strategies

After developing the program and facility elements, the consultant shall develop facility design scenarios that support the projected building footprint and overall site requirements for remodel and/ or expansion of the existing facility or a new build scenario.

D. Comparison of Existing Facility/Site to Concept Design

The consultant shall take the results of the facility requirements and concept design and compare them to the existing building and site. This will allow the projection of suitability of the existing building and site for a state of the art facility. It is expected that because the current site is convenient to hotels, restaurants, entertainment and transit, the consultant will be creative in exploring ways to maximize usage of the current building and site. The consultant should look at the southeast corner of the Convention Center site, which is currently an outdoor stairway and also explore potential incorporation of adjoining or nearby structures into expansion scenarios. It is also expected that the

consultant will work with the Steering Committee to investigate these options during the process.

E. New Build Option

It is recognized that, while the existing Buffalo Niagara Convention Center has a high value location, it may be necessary to consider other sites. It is also understood that the existing Center is located between two buildings on the north and south which are now historic structures, thereby making expansion to the north or south more challenging. The consultant shall analyze potential sites in downtown Buffalo for the ability to meet the program requirements and footprint of a new facility. This analysis should include relationship and distance to hotels, restaurants, entertainment and all transportation modes.

F. Final Report

A final report shall be produced which includes all project work in one concise document. The report will also make recommendations as to the course of action moving forward in regards to size and location of facility. Twenty bound copies of the document and electronic files of the document shall be provided.

A four page (11 x 17 folded) graphic summary shall also be produced with 100 copies provided. Electronic files of this document shall also be provided.

G. Other Project Particulars *(Tasks include but are not limited to):*

1. The CONSULTANT shall prepare the preliminary documents (plans, drawings, estimates of cost, etc.) for final review by the Steering Committee.
2. The CONSULTANT shall schedule a meeting(s), to ensure that all comments, feedback and changes are incorporated into the final documents.
3. The CONSULTANT shall provide Engineer's Estimates of Cost at Conceptual levels.
4. The CONSULTANT shall provide written meeting minutes to the Steering Committee for all meetings during the study.
5. All payment applications made by the CONSULTANT and any sub-consultants must be submitted to the County in a format acceptable to the County for reimbursement of funds.

This Scope of Work has been prepared as a proposal guideline. It is the respondent's responsibility to add any other CONSULTANT services that the consultant feels would be necessary to complete the project.

6. BACKGROUND/EXPERTISE OF PARTICULAR VALUE:

- A. Convention, tourism and meetings business experience, with particular emphasis on municipally owned convention centers in the past 15 years.
- B. Site planning, in particular as it relates to convention facilities in the past 10 years.
- C. Experience in downtown redevelopment projects in the past 10 years.
- D. Experience in working with projects utilizing public general obligation bonds in the past 10 years.
- E. Background in similar projects of this nature.

Firms should only include project experience from staff that are currently with the firm.

7. **GENERAL PROPOSAL REQUIREMENTS:**

A. Experience of Firm/Project Team

Firms, or their principals, responding to this RFP should include an organizational chart, identifying the project manager and team members, with their titles.

B. Experience, Depth and Breadth of Personnel

The project team should have a full-range of relevant tourism, convention, entertainment, site planning and transportation engineering expertise. Primary personnel in each of the noted disciplines must be identified by name and office location, with resumes included, and should demonstrate satisfactory experience in the past 10 years and depth in each of the required disciplines. This should also include identifying the firms role within any project and the year(s) in which the work took place.

C. Approach and Methodology

Respondents to this RFP should include a brief narrative explaining their approach. The narrative should outline the products and tasks to be provided in response to the recommended Scope of Work outlined above.

D. Cost and Budget

Approximately \$150,000 is available for this study. The CONSULTANT contract will be a fixed-price or lump sum cost contract. Therefore, all proposals must contain a Lump Sum Cost Proposal for the scope of services delineated, inclusive of all expenses (there will be no reimbursables). Proposals must include a breakdown by cost and man hours for the categories outlined. Submit cost proposal in a separate sealed envelope along with the proposal for services.

For the purposes of the proposal submittal, the following categories should be delineated in a **Fee Chart**, showing a lump sum amount for each category:

- 1. Project Initiation**
- 2. Buffalo Niagara Convention Center and Buffalo Metro Area Market Analysis**
- 3. Buffalo Niagara Convention Center Facility Requirements/Conceptual Designs and Layouts**
- 4. Comparison of Existing Facility/Site to Concept Design**
- 5. Comparison of New Build Option to Concept Design**
- 6. Final Report**

E. Hourly Personnel Rates

As a supplement, a schedule of billable rates for all key personnel (Principal-in-Charge, Project Manager, primary personnel for each design discipline, etc.) must be included in the proposal. Proposals must also include the ranges of billable rates for technical staff and support personnel. Firms shall note separately the firm’s Overhead & Profit rate that is to be added to each hourly rate.

F. Schedule

The anticipated schedule for the project is:

RFP Advertisement Date	April 14, 2017
RFP Questions Due	May 5, 2017
RFP Question Response Date	May 12, 2017
RFP Due Date	May 26, 2017

8. SCORING, RANKING AND SELECTION PROCESS:

Erie County may short list from the proposals and interviews may be required. Scoring and ranking will include the following factors:

A. Background of Firm

1. Experience and performance of firm	10	_____
2. Specific experience on this type of project	10	_____
3. Staff assigned to project	10	_____
4. Local presence for firm	10	_____
5. M/WBE participation	10	_____

B. Approach to project

1.Understanding of owner’s program and intent	15	_____
2.Understanding of tasks	15	_____
3.Schedule	10	_____
4. Ability to work with multiple design teams (historic, planning and other engineering firms)	10	_____
5.Other factors		_____
Total	100	_____

9. SUBMISSION OF PROPOSALS:

- A. All firms wishing to participate in this process must register electronically to kenneth.swanekamp@erie.gov. All further information and contact from Erie County will be sent electronically.
- B. There is no restriction on the length of a proposal; however, respondents are encouraged to be as concise as possible.
- C. **Proposers MUST sign the Proposal Certification attached hereto as Schedule “A”. Unsigned proposals will be rejected.**
- D. **One (1) original and Six (6) print copies of the proposal are required. Proposals MUST be signed. Unsigned proposals will be rejected.**
- E. **Proposals must be received at the below address no later than 2:00 PM, May 26, 2017:**

**Kenneth Swanekamp
Erie County Department of Environment & Planning
Rath Building, Room 1053
95 Franklin Street
Buffalo, New York, 14202**

- F. The County does not assume the responsibility or liability for costs incurred by firms responding to this RFP or to any subsequent requests for interviews, additional information, submissions, etc. prior to issuance of a contract.

- G. All respondents must register electronically with Erie County at kenneth.swanekamp@erie.gov. All subsequent notifications or addendums will be sent only to electronically registered proposing firms.
- H. Any requests for RFP interpretations should be made electronically to kenneth.swanekamp@erie.gov or in writing to the County of Erie, Department of Environment and Planning, Rath Building, 10th floor, 95 Franklin Street, Buffalo, NY 14202. No requests for oral interpretations via telephone will be accepted. A single response to all questions will be made as outlined in the schedule. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.
- I. All consultants should understand that Erie County is committed to an open, fair and transparent selection process. All RFP submissions will be reviewed, objectively scored and ranked. Short listed firms will be interviewed prior to recommendation for selection.
- J. The highest ranking firm after scoring and interviews will be recommended to the Erie County Legislature for authorization to enter into contract. Scores and ranking of all firms will be provided to the Legislature and the results will at that time become public record.
- K. Proposing firms should understand that to provide for this open and transparent process, more time will be required. The timeframe from advertisement to contract execution may be up to five months. Consultants should consider this when scheduling staff time and anticipating project commencement.

9. 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, 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(s);
 - To request or obtain additional information the County deems necessary to determine the ability of the proposer;
 - 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;
- 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;
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline

EVALUATION

The following criteria, not necessarily listed in order of importance, will be used to review the proposals. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate:

- Proposer's demonstrated capability to provide the services.
- 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 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.

CONTRACT

After selection of the successful proposer, a formal written contract will be prepared by the County of Erie and will not be binding until signed by both parties and, if necessary, approved by the Erie County Legislature, the Erie County Fiscal Stability Authority 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 AND/OR THE ERIE COUNTY FISCAL STABILITY AUTHORITY FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE AND/OR AUTHORITY MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.**

The term of the contract shall be for a One (1) year period commencing _____, 20__ and terminating _____, 20__ The County, in its sole discretion may extend the agreement beyond its initial term for up to two (2) additional year periods at the same prices and conditions.

INDEMNIFICATION AND INSURANCE

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:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Consultant shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Consultant or third parties under the direction or control of the Consultant; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

Upon execution of any contract between the proposer and the County, the proposer will be required to provide proof of the insurance coverage described in Schedule "B".

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

INTELLECTUAL PROPERTY RIGHTS

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

All deliverables created under this Agreement by the Consultant are to be considered "works made for hire". If any of the deliverables do not qualify as "works made for hire", the Consultant hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Consultant agrees to assist the County, if required, in perfecting these rights. The Consultant shall provide the County with at least one copy of each deliverable.

The Consultant agrees to indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Consultant agrees to enable the County's continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records compiled by the Consultant in completing the work described in this Agreement, including but not limited to written reports, source codes, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Consultant may retain copies of such records for its own use.

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.

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.

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.

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:

- a) insert the following notice in the front of its proposal:

“NOTICE”

The data on pages ___ of this proposal identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the 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

b) 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.

EFFECTIVE PERIOD OF PROPOSALS

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

SCHEDULE "A"

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

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

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County of Erie is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Proposer Name

By: _____
Name and Title

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS

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 Additional Insured	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. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.
- 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

Form Number	Exemption
CE-200	Exemption
C105.2	Commercial Insurer
SI-12	Self Insurer
GSI-105.2	Group Self Insured
U-26.3	New York State Insurance Fund

DBL (Disability Benefits Law) Forms

Form Number	Exemption
CE-200	Exemption
DB-120.1	Insurers
DB-155	Self Insured

- 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.

County of Erie Standard Insurance Certificate



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME	
	PHONE (A/C No. Ext)	FAX (A/C No.)
	EMAIL ADDRESS	
	PRODUCER CUSTOMER ID #	
INSURED	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	PRODUCER INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRJ. <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes describe under DESCRIPTION OF OPERATIONS below					WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACCORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
County of Erie 95 Franklin St Buffalo NY, 14202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

X. FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate	_____
Purchase Order or Contact Number	_____
Vendor Insurance Classification	_____