



ERIE COUNTY

REQUEST FOR PROPOSAL (RFP)

TO LEASE

COMMERCIAL REAL ESTATE

RFP # 1729VF

Michael Siragusa, Erie County Attorney

EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET
BUFFALO, NEW YORK 14202

COUNTY OF ERIE, NEW YORK
REQUEST FOR PROPOSALS (“RFP”) #1729VF
TO LEASE COMMERCIAL REAL ESTATE

I. INTRODUCTION

The County of Erie, New York (the “County”) is currently seeking Proposals from lessors (“Proposer”) interested in leasing commercial office space. Proposers interested in providing this service are invited to respond to this request.

It is the County's intent to select the Proposer(s) that provides the best solution for the County's needs.

The County reserves the right to amend this RFP, reject any or all of the Proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive any irregularities or 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, and to award negotiated contracts.

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

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

II. FUNDING AND BUDGET

The award is subject to approval by the Erie County Legislature, as well as, contingent upon availability of New York State funds appropriated for this purpose.

III. PROPOSAL TIMEFRAMES

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

Issue RFP:	December 5, 2017
Proposals Due:	January 19, 2018
Selection Made:	February 28, 2018
Contract Signed:	Following all necessary County approvals.

IV. 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. Specific instructions for the Proposal format and content are outlined in **Appendix A**.
2. One (1) original and one PDF copy of the Proposal shall be submitted. Proposals **MUST** be signed using the attached Schedule A: Proposer Certification. Unsigned Proposals will be rejected.

3. All Proposers submitting Proposals must include one (1) original and one PDF copy of the Budget/Cost Proposal packet, separate from the Proposal content.
4. Submission of the Proposals shall be directed to:

Michael Siragusa
Erie County Department of Law
95 Franklin Street, Room 1634
Buffalo, NY 14202
Michael.Siragusa@erie.gov

All Proposals must be delivered to the above office on or before **January 19, 2018 at 4:00 p.m.** Proposals received after the above date and time will not be considered. The County is under no obligation to return Proposals.

5. Requests for clarification of this RFP must be written and submitted to Michael Siragusa at the above address, or at Michael.Siragusa@erie.gov no later than **4:00 pm on December 28, 2017**. The County shall circulate a copy of any request(s) for clarification received by the County, together with the County's response(s) to all Proposers who have timely submitted proper Proposals. No communications of any kind will be binding against the County.
6. 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.
7. Information on the Standard Insurance Provisions required of Proposers selected as a contractor of this service is included in this RFP. This document is for informational purposes only, and is not to be submitted by the Proposer for the purposes of this RFP.
8. All potential contract-holders with Erie County shall agree to comply with Executive Order 13 (2014), and the Proposer 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). The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Proposer, 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 Proposer'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 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.
9. Certified Minority Business Enterprise/ Women's Business Enterprise (MBE/WBE) Proposers should include the Erie County MBE/WBE Certification letter with their Proposal.
10. Proposers who operate a Veteran-Owned Business should include the letter indicating their company is 51% or more veteran-owned with their Proposal.
11. All Proposers must disclose the name, title, and department of any employee or officer who is currently or was an employee or officer of Erie County within the 12 months immediately prior to the Proposal.
12. All Proposers must provide a list of at least 3 references.
13. All Proposers must provide a list of all prime contractors and subcontractors with whom their agency does business.

V. SCOPE OF PROFESSIONAL SERVICES REQUIRED

- a. Erie County is seeking to lease office space located in Erie County for purposes of operating its Family Wellness services. County case workers working in the offices to be leased under the proposal frequently appear in Erie County Family Court, One Niagara Plaza, Buffalo, New York 14202 (“Family Court”). If the Proposer’s building is not located within reasonable walking distance to Family Court, the Proposer shall secure no fewer than 20 dedicated and exclusive parking spaces for the County’s use within reasonable walking distance to Family Court (“Downtown Parking”). Downtown Parking shall be at Landlord’s sole cost and expense and shall be included in the Base Rent. If the Proposer’s building is not in downtown Buffalo, the Proposal shall also contain a description of the building’s proximity and access to mass transit and/or thruways/expressways to travel to downtown Buffalo. Hours of operation shall be up to 24 hours per day, 7 days per week. Approximately 80,000 square feet of office space is needed for administrative offices as well as for public access for services rendered by Erie County. The actual square footage will be subject to the final measurement by Erie County in accordance with the Measurement Standard. The Proposal must set forth an Annual Base Rent amount per square foot and the basis for any increases in the Base Rent during the term. The Base Rent figure shall consist of (a) the net rent to the Landlord (b) the amortized cost to the Landlord of the Tenant Improvements authorized over the Term of the Lease, (c) the cost to Landlord of Landlord’s services as described in paragraph 3(g) of Appendix A, (d) Landlord’s annual cost for Downtown Parking, if applicable, and (e) the Overage Allowance amortized over the term of the Lease.
- b. The Landlord must build-out/construct the Tenant Improvements in accordance with the specifications set forth in the General Design Requirements attached hereto as **Exhibit B**. The Landlord must determine its costs to build out/construct the Tenant Improvements and the Proposal shall include Landlord’s costs as a Tenant Improvement Allowance expressed as an amount per square foot. In addition to the Tenant Improvement Allowance, the Proposal shall include a \$50,000.00 “Overage Allowance” to cover the cost of Change Orders authorized under Subsection c. immediately below. Any unused Tenant Improvement Allowance and/or Overage Allowance may be used by the County in its sole discretion (1) to offset the other costs of the project including, but not limited to, furniture, architectural engineering and other design costs, signage, and moving expenses; or (2) take the unused allowance as free rent. The Landlord’s plans, specifications, and drawings for the build-out shall incorporate the General Design Requirements and shall delineate the build-out of the Tenant Improvements for the Tenant Improvement Allowance (the “Final Plans”).
- c. If Tenant requests any subsequent changes to the Final Plans or requests the inclusion of components or finishes deemed to be “extras”, i.e. not contemplated by the Final Plans, the following procedure shall be followed. The Landlord shall present Tenant with a written “Change Order” detailing the work of the Landlord to implement the change or extra requested and setting forth the additional cost to the Tenant for the materials, labor, and construction management expenses to accomplish the change or extra. The Change Order must be signed by an authorized representative of the Tenant, being a named individual or a designated official of the County identified at the time of the Lease. Additional costs so authorized in writing in advance shall be paid from the Overage Allowance. The Lease shall provide that Landlord and Tenant shall not issue and/or authorize any Change Orders which would result in the Overage Allowance being exceeded.
- d. The Proposal shall also set forth in detail any Additional Rent payable by the Tenant for the Tenant’s pro rata share of taxes and common area maintenance costs. The Proposal shall set forth Landlord’s estimate for such Additional Rent based on information available to the Landlord at the time of the Proposal. The Proposal shall also set forth the manner in which the Tenant shall be charged for electricity, gas, water, and sewer charges, whether by separate Tenant accounts due to separate metering of utilities or Tenant’s pro rata share of all the utility charges consumed in the building. The Proposal shall set forth Landlord’s estimate of Tenant’s utility charges based on current information available at the time of the Proposal.
- e. The Proposal shall set forth separate Base Rent Proposals for both (1) an initial term of five (5) years and (2) for an initial term of ten (10) years.

VI. STATEMENT OF RIGHTS

A. 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 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 for the required services;
- by submitting a Proposal, the Proposer agrees and understands that the County 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, 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;
- 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 an 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.

In addition to the foregoing, by submitting a Proposal, the Proposer also understands and agrees that the County 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 terminate this RFP process;
- To issue amendments to this RFP;
- To issue additional solicitations for Proposals;
- To waive any irregularities or informalities 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 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;

B. 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:

- Easy access to expressways or proximity to the Erie County Rath Building, located at 95 Franklin Street, City of Buffalo, State of New York.
- The Proposer’s demonstrated capability to provide the services.
- The Proposer’s experience in performing the proposed services.
- The Proposer’s financial ability to provide the services.
- The Proposer’s ability to complete and undertake construction of the Leased Premises, if necessary, and the proposed timeframe for completion.
- The Proposer’s quoted amount of Base Rent, Additional Rent, and other expenses as more particularly described in Article V above.
- The Proposer’s ability to maintain and operate the building wherein the Leased Premises are located.
- A determination that the Proposer has submitted a complete and responsive Proposal as required by 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.

C. LEASE

After selection of the successful Proposer, a formal written Lease will be prepared by the County 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 IF NECESSARY 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.**

D. 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 Proposer agrees:

- (a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Proposer 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 Proposer or third parties under the direction or control of the Proposer; 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 applicable insurance coverage.

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

E. 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 Proposer are to be considered “works made for hire”. If any of the deliverables do not qualify as “works made for hire”, the Proposer 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 Proposer agrees to assist the County, if required, in perfecting these rights. The Proposer shall provide the County with at least one copy of each deliverable.

The Proposer agrees to defend, 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 Proposer 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 Proposer 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 Proposer may retain copies of such records for its own use.]

F. 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.

G. 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 or has been an employee of the County within 12 months of the date of the Proposal. Further, all Proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) 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.

H. COMPLIANCE WITH LAWS

By submitting a Proposal, the Proposer represents and warrants that it is familiar with all applicable 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 applicable Federal, State and County laws, rules and regulations.

I. 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.

J. 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 one hundred eighty (180) days from the Proposal date.

Appendix A: PROPOSAL CONTENT

In order for Proposers to be considered for an award, the terms, conditions and instructions contained in this RFP and attachments must be met. Any Proposals which do not meet these criteria may be considered non-responsive. All Proposals must be **limited to fifteen (15) pages**.

1. RFP Coversheet

2. Building Information:

- a. A brief description of the location, complete building address, and rentable square feet (RSF) currently available. Provide the year of building construction and subsequent renovations, if any.
- b. An outline of the ownership, names and contact information of the owner and manager of the building.
- c. Describe available amenities, building's security system, storage space, number of passenger elevators, and parking accommodations for the building, if applicable.
 - i. Confirm that Erie County's Department of Social Services (ECDSS) shall have building access 24 hours a day, 365 days a year and a computerized security system at each ingress/egress location to the premises. If ECDSS's card key access system is compatible with the building's security system, confirm that ECDSS shall have the right to connect its cardkey access system with the building's system. Identify the scope and extent of life safety and fire protection systems, such as sprinklers and smoke detectors that are in place for the building.
 - ii. On-site security is requested 7 days per week, from 8:00 AM – 6:00 PM in order to support full hours of ECDSS' operation.
- d. Provide data evidencing compliance with Building and Fire and Safety codes.
- e. Describe the utilities, current providers, and how they are billed, including watts per rentable square feet (RSF) as well as heating and cooling specifications. Note access to the roof and equipment rooms.
- f. Indicate whether the building is currently compliant with American with Disabilities Act (ADA) requirements.
- g. Outline any environmental issues, including toxic, explosive, or hazardous substances, within the building or buried beneath.
 - i. Landlord/Owner will represent to Erie County that to the best of its knowledge, no toxic, explosive or other dangerous materials or hazardous substances, including but not limited to asbestos, are present in the building, or the premises (including flooring) or on the property or have been concealed within, buried beneath, released on or from, or removed from the property.
 - ii. Mold and asbestos testing should be conducted throughout the building and results provided. Also, Landlord/Owner must agree to remediation of any environmental issues and the cost should not be included as an operating expense.
- h. Indicate the building's smoking/non-smoking policy.
- i. Provide a mechanical engineer's report completed within the last 12 months with detail as to age, condition, size, recommended repairs, assessment of HVAC, sprinkler, electrical and plumbing systems.

3. Lease Information:

- a. Rent: Provide your proposed annual base rent, based on a five (5) year lease term, for each year of the lease term. Also, provide your proposed annual base rent based on a ten (10) year lease term. Specify whether the base rent is on a full-service gross basis (including all operating expenses, utilities, and real estate taxes) or on a net basis (excluding operating expenses, utilities, and real estate taxes).
- b. Floor Plans: Detailed electronic floor plans indicating the space location within the building, ceiling heights, floor loading capacity and column spacing.

- c. Other Terms: Outline proposed terms, including but not limited to, rent abatement, policy regarding tenant improvements, capital replacements, right to sublease, signage and moving allowance.
 - d. Tenants: Indicate whether the premises are currently leased and/or occupied. If so, list all tenants in the building, lease termination dates and expansion options.
 - e. Use: The premises may be used for general, administrative offices, as well as for public access to the services rendered by ECDSS.
 - f. Hours: Hours of operation shall be 24 hours, 7 days per week.
 - g. Landlord's Services:
 - i. Repairs to, replacements of and maintenance for the roof and repairs to and maintenance of elevators (if applicable) within the building.
 - ii. Repairs to and replacements of those components of the HVAC, plumbing, water, electrical and sprinkler (if any) systems which extend beyond the leased premises or which serve both the leased premises and other portions of the building.
 - iii. Snow plowing; parking lot lighting, striping and maintenance; landscaping; garbage removal, maintenance of fences (if any); lawn and yard care; maintenance of building exterior and building sign (if any); exterior window cleaning; cleaning and maintenance of, repairs to, utilities for and cleaning and janitorial services for any common hallways, lobbies, elevators, entrances, walks and restrooms and other areas of facilities which service both the leased premises and other portions of the building.
 - iv. Any security guard or the installation and maintenance of any security system described in paragraph 2(c)(i) of this Appendix.
 - v. Insurance policies providing coverage for (a) fire, casualty and extended risk for the building for the full replacement value thereof or such lesser amount as Landlord may elect and is acceptable to the Mortgagees, (b) liability of Landlord for personal injury and property damage caused by occurrences on or connected with the Property, (c) loss of rent by Landlord for twelve (12) months following fire or casualty damage and (d) such other insurance or coverage as may be required by any Mortgagee or is desired by Landlord and is in Landlord's opinion, prudent for the Property.
 - vi. Janitorial Services for the premises as described in lease.
 - h. Landlord's Work: Provide detail of any base building or other work Landlord will complete at Landlord's sole cost and expense in order to meet ECDSS's requirements, including scope of work and completion dates as were particularly set forth in Article V of the RFP.
 - i. Right of First Refusal: ECDSS requires a continuing right of first refusal ("ROFR") for contiguous space on the floor, or if a full floor is occupied, a ROFO for any contiguous floors. Where ECDSS is occupying 50% or greater of the total space of the building, ECDSS shall have a ROFR on all space in the building subject to any existing rights.
4. Give the name and title of person(s) authorized to bind the Proposer, e-mail address, the main office address, and the telephone number (including area code).
 5. Describe in detail any existing or contemplated direct or indirect contractual relationships that Owner/Landlord has with the County of Erie or any of its employees, agencies or affiliates.
 6. Provide a listing and description of at least three (3) references.
 7. Include the signed **Schedule A Proposer Certification**.
 8. Include the signed **Erie County Equal Pay Certification**.

ERIE COUNTY DEPARTMENT OF LAW RFP COVERSHEET
RFP#1729VF: COMMERCIAL REAL ESTATE

Please provide attachment if more space needed.

Owner 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 agency a Certified Minority Business Enterprise/ Women's Business Enterprise (MBE/WBE)? Please provide the Erie County MBE/WBE Certification letter as attachment.	
Is agency a Veteran-Owned Business? Please provide the letter indicating their company is 51% or more veteran-owned as attachment	
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:	
List of all prime and subcontractors that your agency does business with:	

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 (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 a service 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 County 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 Erie County, will provide proof of insurance in accordance with the instructions herein and acceptable to the County Attorney.

It is represented and warranted by those submitting this Proposal that except as disclosed in the Proposal, no officer or employee of the County 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 Agency Name

By: _____
Name and Title

(For Informational Purposes Only)

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__

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 Concession-Aires 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						
Products Comp. Ops.	\$2,000,000						
Blanket Broad Form	Not Excluded or Limited		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Contractual Liability							
Broad Form P.D.							
X.C.U.							
Liquor Law				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-non contributory bases.
- VII. Designated Construction Project General Aggregate Limit Per Location 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. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.
- X. Workers Compensation: State Workers' Compensation Board form DB-155 is required for proof of compliance with the New York State Disability Benefits Law.
Locations of operation shall be "All locations in Erie County, New York."

For those entities who request permits, licenses, or contracts are required to provide either an Affidavit of Exemption (BP-1) or Certificate of Insurance 105.2, Certificate of Self Insurance SI-12, DB-155, or a Certificate of Attestation CE-200 to evidence exemption of coverage by statute. It will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the standards printed above.
- XI. 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.