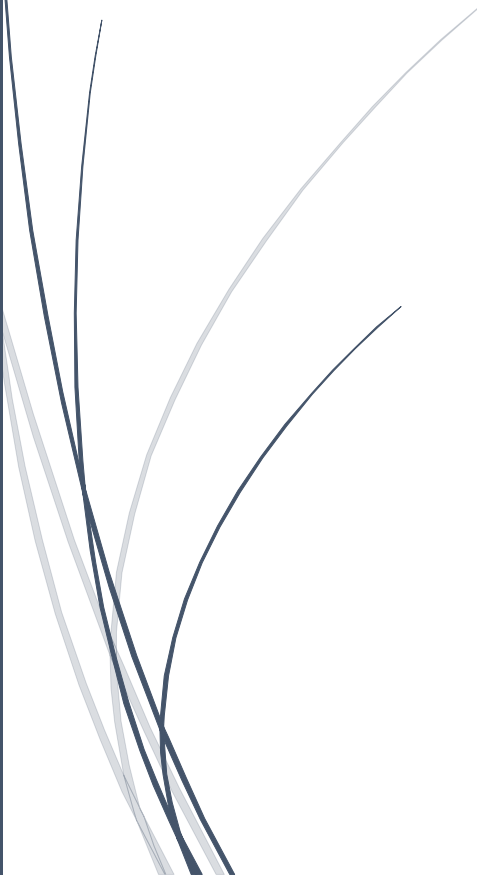




10/10/2022

BUFFALO, ERIE, & NIAGARA REGION REQUEST FOR PROPOSAL

After Action Report Support
Regarding COVID-19 Incident
March 12, 2020 through March 1,
2022



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Introduction

The regional partnership of the City of Buffalo, County of Erie, and County of Niagara (henceforth “BEN Region”) is seeking a consultant to coordinate and facilitate COVID-19 After-Action workshops and from those workshops create an After-Action Report / Improvement Plan (AAR/IP). In addition, the BEN Region is seeking a consultant to assist with developing a Logistics & Supply Chain Management Plan, updates and enhancements to the Continuity of Operation (COOP) Plans to address issues identified in the COVID-19 pandemic, and finally to develop and create a training plan/program for the Health & Safety of First Responders responding to a natural or man-made disaster. The project will be funded through the New York State Department of Homeland Security Fiscal Year 2020 Regional Catastrophic Preparedness Grant. Erie County will be the contracting entity of record. All grant funds must be expended no later than Tuesday, August 31, 2023.

Background and General Description of the Project

March 12, 2020 an Emergency Declaration was initiated by the Governor of New York State, County Executive of Erie County, County Manager of Niagara County, Mayor of the City of Buffalo, and many other municipalities within and surrounding these areas. Four projects should be addressed in answering this RFP:

Project 1: Conduct, Facilitate and create an After-Action Workshop/Report/Improvement Plan for the COVID-19 Pandemic

As the COVID-19 Pandemic affected many agencies throughout the region we are seeking a consultant to develop, with the help of Key Stakeholders, a series of two (2) After-Action workshops and one (1) tabletop exercise to identify strengths and gaps as individual entities and as a region. The consultant will provide an electronic version of the AAR/IP and one (1) hard copy to each the City of Buffalo, County of Erie, and County of Niagara.

Project 2: Logistics & Supply Chain Management Plan Development

During the COVID-19 incident – the region identified that improvements can be made on Logistics & Supply Chain Management. Currently, there is a general idea within the region on how to complete this, however during the COVID-19 incident it was identified that multiple agencies were competing for the same supplies/equipment. This caused delayed responses of getting Personal Protective Equipment (PPE) to those deemed essential workers during a pandemic or other large scale response. The region would like to develop a regional plan to purchase, order and distribute supplies/equipment regionally so that the competition is lessened and the region can redistribute to those agencies that need supplies/equipment more effectively and efficiently. The consultant will provide a template of a regional Logistic and Supply Chain Management Plan.

Project 3: Continuity of Operations Plan (COOP) Update / Pandemic Enhancement

Agencies in the region all have Continuity of Operations Plans, however it was identified that during the COVID-19 incident these may need to be adjusted as many more agencies are displaced/have staff limitations. Public Safety Answering Points (PSAPs) for example have identified that they need to address and update their plan for a pandemic. The consultant will provide a Pandemic update / enhancement template for the Continuity of Operations Plan.

Project 4: First Responder Health & Wellness Training Plan

It was identified during COVID-19 that training needs to be provided to first responders on infectious diseases, monitoring signs/symptoms, donning/doffing PPE, mental health of first responders/healthcare workers. The region would like to work on developing a more robust training program in regards to pandemics/infectious disease outbreaks. The consultant will provide a template of a training program / plan for First Responder Health & Wellness.

Project Overview

Erie County on behalf of the BEN Region seeks a consultant (henceforth “proposer”) to create and facilitate an after-action workshops/tabletop and create final after action report to identify strengths, gaps and areas of improvement in the response capabilities during the COVID-19 pandemic. In addition, the proposer will provide a template of a single agency and regional Logistic and Supply Chain Management Plan. The proposer will provide a Pandemic update / enhancement template for the Continuity of Operations Plan (COOP). Finally, the proposer will provide template of a training program / plan for First Responder Health & Wellness.

Schedule of Events

All times listed within shall be Eastern Standard Time

Request for Proposal Released	October 10, 2022
Questions Submitted to Project Coordinator	October 20, 2022
Answers to questions published	October 24, 2022
Proposals due	October 31, 2022
Proposal Review	November 3, 2022
Intent to award notification	December 2, 2022
Contract approval and initiation	December 9, 2022
Review Delivered to project group	January, 2023

Scope of Work

Each Proposer may submit for a single project, or multiple projects. Submissions must contain a timeframe which allows for the completion of all project deliverables no later than Monday, July 31, 2023.

Project 1: **Conduct, Facilitate and create an After-Action Workshop/Report/Improvement Plan for the COVID-19 Pandemic**

Each workshop should be available for up to 75 participants divided into the defined disciplines. Selection of a venue by Proposer is required (consult of regional partners is welcomed) with refreshments encouraged.

Workshop #1 – AAR Workshop

Invitees: Public Health, EMS, Fire, Police, Emergency Management, Hospitals, Ambulance Services, PSAPS, Funeral Directors, Medical Examiners, & Coroners, Lifeline Sector (e.g., Non-Traditional agencies – food, energy, etc.)

For the AAR Workshop (Niagara / Erie Counties (Buffalo included in Erie))

- Separate Meeting by Discipline

- Meeting for 4 hours with agencies involved to discuss their preparation and execution of plans in response to COVID-19

What were the strengths in their response?

What can be identified as gaps/areas of improvement?

Create a list of Action Items

Workshop #2 – Presentation of Plans/Action Items

Separate Meeting by Discipline- must have attended prior meeting

Invitees: Public Health, EMS, Fire, Police, Emergency Managers, Hospitals, Ambulance Services, PSAPS, Funeral Directors, Medical Examiners, & Coroners, Lifeline Sector (e.g., Non-Traditional agencies – food, energy, etc.)

Meeting for 4 hours with agencies involved

Discuss modification in plans that were required in order to respond to COVID-19/future pandemics

Additional information or ideas that were developed due to AAR

Tabletop Exercise

Invitees: Public Health, EMS, Fire, Police, Emergency Managers, Hospitals, Ambulance Services, PSAPS, Funeral Directors, Medical Examiners, & Coroners, Lifeline Sector (e.g., Non-Traditional agencies – food, energy, etc.)

Bring all partners together

8 Hours – All disciplines will have attended prior meetings

First 2 hours -

Review implementation of plans modifications in preparation of future pandemics

Second 6 hours -

Tabletop of Pandemic Response- Erie County Epidemiology and Disease Control/ /Niagara County Communicable Disease will work together & develop a scenario with injects to simulate another outbreak and see if plans developed are responsive to another outbreak

EMS Agencies – Commercial / Volunteer (Niagara / Erie Counties)

PSAPS – (Niagara / Erie Counties)

Fire Department – Professional / Volunteer (Niagara / Erie Counties)

Hospital Organizations – (Niagara / Erie Counties)

Police – (Niagara / Erie Counties)

Emergency Managers (Erie County Municipal/Niagara County)

Proposer shall also facilitate a location for the Tabletop exercise.

Total cost allocated:

Timeline for completion:

Logistics & Supply Chain Management Plan Development

This project will include a review of federal and state guidance and all existing plans from each entity to include but not be limited to: Comprehensive Emergency Management Plan, Public Health Emergency Preparedness and

Response Plan, Strategic National Stockpile Plan, Public Health Asset Distribution Plan, and Emergency Support Function (ESF) 7 Annex. The plan should include a relevant discussion of procurement policies and purchasing waivers that are available routinely and under an emergency declaration.

Total cost allocated:

Timeline for completion:

Continuity of Operations Plan (COOP) Update / Pandemic Enhancement

This project will include a review of federal and state guidance and all existing agency and department COOP plans. Enhancements for pandemic related issues should be added and cover topics such as reduced workforce due to illness, social distancing, use of PPE in the workplace, alternate/redundant work locations, exploration of remote work options (telecommuting), virtual EOC operations, etc.

Total cost allocated:

Timeline for completion:

First Responder Health & Wellness Training Plan

This project will include a comprehensive training plan that includes at a minimum the following components:

- Infectious Disease Transmission
- Use of PPE (donning/doffing)
- Monitoring for signs/Symptoms
- Mental Health and Resiliency for prolonged events

The training plan should be specific for each discipline (Public Health, EMS, Fire, Law Enforcement) as appropriate and include a variety of training methodologies. When possible, the trainings should be no cost and from a reputable training center or agency.

Total cost allocated:

Timeline for completion:

Budget

The budgeted amount awarded from the Regional Catastrophic Preparedness Grant Program is \$184,833.00. All work performed must remain within this budgetary constraint as no additional funds have been allocated for this project.

Submission Process

Registration

All firms wishing to participate in this process must register with Darien Pratchett, Erie County Department of Homeland Security & Emergency Services- Emergency Preparedness at darien.pratchett@erie.gov. All further information including addendums and contact from the BEN Region will be sent electronically.

Proposal Submission

Respondents shall submit in a sealed envelope one (1) signed proposal and one (1) digital copy (usb, cd-rom, dvd-rom) to:

Darien Pratchett-Emergency Services Coordinator
Erie County Public Safety Campus
45 Elm Street, 2nd Floor
Buffalo, New York 14203

Proposals must be delivered by 3pm on October 31, 2022. Submissions received after 3pm will not be considered. Proposals may be delivered by United States Postal Service or Private Carrier (i.e. UPS, FEDEX, DHL) in a sealed envelope containing original proposal and copies should be marked as follows: "After Action Report Support-Covid-19" RFP#.

Question Process

Questions regarding this RFP may be submitted to darien.pratchett@erie.gov prior to 3pm on October 20, 2022.

Questions shall be answered for all submissions at a single time by email. Please ensure to whitelist darien.pratchett@erie.gov.

Proposal Layout

In order for Erie County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format, without consent of the BEN Region, may be cause for rejection of a proposal as this format is critical to the BEN Region's evaluation process.

For each Project:

Proposal Section 1: Executive Summary

This section must contain a brief outline of the proposal.

Proposal Section 2: Firm Profile

This section must address the Proposer's qualifications and experience to carry out the requested service, inclusive of, but not limited to, qualification to do business in the State of New York, the number of years in business office locations, etc.

Proposal Section 3: Project Approach

This section must address:

- This section will be used for carrying out all aspects of the project.

- Proposed quality control procedures that will be utilized to check out the accuracy of work.
- Proposed education and marketing tools to promote the plan to our target market of the City of Buffalo, Erie County and Niagara County.

Proposal Section 4: Project References/Project History

Proposers shall submit with their proposal a listing of a minimum of three detailed references and a list of similar projects for the previous three years that can attest to the Proposer’s qualifications to do the work called for in this project. References should be recent clients of Proposer. Reference information should contain at minimum the following information:

- Firm name
- Firm address
- Contact person phone and email
- Project Title/Project Location
- Brief description of goals
- Checklist of goals

Proposal Section 5: Project Management Team

This section must describe the assigned team for the project as well as the resumes of key staff personnel. Included in this section should be a projection of hours intended to be spent on this project by each team member. The team allocated to the project may not be removed from the assignment without prior written consent of Erie County.

Proposal Section 6: Cost

The section must include the cost associated with the Proposer’s plan to carry out the requested services. A detailed budget should be included for each project.

Proposal Section 7: Presentation Workload

The Proposer shall include in the technical proposal an outline of the workload of the proposed staff to be involved in the project. Each task shall be identified by name percentage of work time taken by the project, and completion deadline.

Proposal Section 8: Schedule and Detailed Timeline

This section must include a schedule identifying all the major milestones of the work plan and a detailed timeline of all tasks and deliverable identified in the RFP.

Proposal Section 9: Required Additional Documents

This section must include the following:

any other material the Proposer would like Erie County to consider when evaluating the proposal.

- a) Proposer Certificate
- b) Standard Insurance Provisions
- c) Equal Pay Certification
- d) MBE\WBE Certification

General Conditions

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 Erie 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 Erie County for the required services;
- by submitting a proposal, the proposer agrees and understands that Erie 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 BEN Region, its elected officials, officers, employees or agents, shall not be binding against the BEN Region, 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 Erie 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 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 Erie 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 Erie 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 Erie County for the expenses of

preparation. Erie 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, Erie 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
- Erie 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.

Contract

After selection of the successful proposer, a formal written contract will be prepared by Erie 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 Erie County Attorney. NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY ERIE 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 ERIE COUNTY.

The term of the contract shall be for a One (1) year period commencing _____, 20__ and terminating _____, 20__ Erie 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 Erie 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 Erie County, the Consultant shall indemnify and hold harmless Erie 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 Erie 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 Erie 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 Erie 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 Erie County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows Erie County to obtain in its name copyrights, registrations and similar protections which may be available. The Consultant agrees to assist Erie County, if required, in perfecting these rights. The Consultant shall provide Erie County with at least one copy of each deliverable.

The Consultant agrees to indemnify and hold harmless Erie 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 Erie County’s continued use of the deliverable, or to modify or replace it. If Erie 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 Erie 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 Erie County, 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 Erie County. 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 Erie 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.

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 Erie County considers proper under the law. If Erie County enters into an agreement with this proposer, Erie 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.**"

Erie County assumes no liability for disclosure of information so identified, provided that Erie 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 Erie County, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

Equal Pay Certification

During the term of this Contract, the Consultant shall comply with Executive Order 13 (2014), and the Consultant shall make such records available, upon request, to Erie County’s Division of Equal Employment Opportunity for review. Erie County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Consultant, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification (**Schedule “C”**) and for any other purpose reasonably related to confirming the Consultant’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 this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does Erie County have to accept or reject the proposal under the terms proposed). Such period shall not be less than 120 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 (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 properly execute the County of Erie Standard Insurance Certificate (example on pp. [] of this RFP), and that it will be complete and acceptable to Erie County.

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



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 #:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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	ADDL INSR	SUBR 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <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) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> 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) <input type="checkbox"/> Y/N If yes describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS: <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 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 _____

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

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

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

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

Form	Requirement
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

Form	Requirement
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.

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"). 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 Equal Pay Law. We certify that we have not been the subject of an adverse finding under the Equal Pay Law within the previous five years and, in the alternative, if we were the subject of an adverse finding under the Equal Pay Law within the previous five years, we have annexed a detailed description of the finding(s). In addition, we have annexed a detailed description of any currently pending claims under the Equal Pay Law in which we are involved.

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__



County of Erie

MBE/WBE COMMITMENT

The Erie County Legislature enacted Local Law No. 5 requiring a minority and women-owned business utilization commitment by persons or firms contracting with the County of Erie for supplies, materials, equipment, and insurance.

SECTION 1.

A. The supplier of all purchase contracts involving an expenditure of more than \$15,000.00 shall take affirmative action to utilize bona fide minority business enterprises (MBE) and women business enterprises (WBE) on all contracts with the County. Affirmative action shall include, but not limited to:

1. Utilizing a source list of MBEs and WBEs; and
2. Solicitation of bids from MBEs and WBEs; and
3. Providing MBEs and WBEs sufficient time to submit proposals in response to solicitations; and
4. Maintaining records showing utilization of MBEs and/or WBEs specific efforts to identify and utilize these companies; and
5. A goal of awarding at least ten percent (10%) of the total dollar value of the contract to MBEs and at least two percent (2%) of the total dollar value of the contract to WBEs or, for those contracts governed by federal or state regulations with respect to MBE and/or WBE hiring the prevailing percentage set forth therein, whichever is higher, subject to waiver as provided below.

B. All bidders must submit, with a bid, a list of all MBEs and WBEs from whom the supplier has solicited bids, or with whom the supplier has signed a binding contractual agreement, or with whom the contractor is presently negotiating an agreement, for the purpose of meeting the MBE and WBE utilization goals provided in subdivision (A) (5) above. A supplier's bid shall not be considered where the supplier fails to submit a list as provided for herein. A supplier's bid shall not be considered where examination of said list of MBEs and WBEs evidences failure by the supplier to comply with the affirmative action requirements provided herein, except that the County may, upon written request by the supplier, grant a complete or partial waiver of the provisions of subdivision (A) (5) where the availability of MBEs and/or WBEs in the market area of the contract is less than the ten percent (10%) MBE goal and two percent (2%) WBE goal.

C. As evidence of compliance with the goals set forth in subdivision (A) (5) above, the supplier shall submit to the Director or Purchasing, at the bid opening, a schedule for MBE and WBE participation listing the MBEs and WBEs with whom the supplier intends to utilize; specifying the agreed upon price to be paid for such goods and identifying in detail the contract item or items to be supplied by each MBE and WBE. A copy of the participating schedule will be forwarded to the Division of E.E.O. from the Division of Purchasing. Contingent upon a contract award, a letter of intent to enter into a purchase agreement, signed by both the supplier and the MBE and WBE (unless a waiver is requested in one of those categories), indicating the agreed upon price and scope of work, shall be provided.

D. As evidence of compliance with the goals set forth in subdivision (A) (5) above, the supplier shall provide to the County Division of E.E.O., copies of all the subcontracts and/or purchase agreements with the MBEs and WBEs within fifteen (15) days of contract award.

E. For the purpose of this section, the term "minority business enterprise" shall mean a business which performs a commercially useful function, at least fifty-one percent (51%) of which is owned by minority group members or, in the case of a publicly-owned business, at least fifty-one percent (51%) of all stock is owned by minority group members. Such ownership shall be certified by the County Division of E.E.O.

For the purposes of this paragraph, "minority group members" are citizens of the United States who are African-American, Hispanic, Asian-American and American-Indian.

F. For the purposes of this section, the term "women-owned business enterprise" shall mean a business which performs a commercially useful function, at least fifty-one percent (51%) of which is owned by a woman or women or, in the case of publicly-owned business, at least fifty-one percent (51%) of all stock is owned by a woman or women. Such ownership shall be certified by the County Division of E.E.O.

NOTE:

It is the prime vendor's responsibility to obtain MBE/WBE vendors and NOT the County of Erie. However, some vendors may be obtained from:

Director
Erie County Division of E.E.O.
95 Franklin Street
6th Floor
Buffalo, NY 14202
(716) 858-7542

BID WILL NOT BE CONSIDERED IF THIS FORM IS NOT SUBMITTED WITH BID AS REQUIRED, REGARDLESS OF THE BID AMOUNT.

BID NO.: _____
BID DATE: _____

ERIE COUNTY MINORITY/ WOMEN BUSINESS ENTERPRISE UTILIZATION REPORT - PART A

COMPANY:
AUTHORIZED REPRESENTATIVE:
ADDRESS: _____
TELEPHONE NUMBER: (____)____
BID NAME:

I. List actions taken to identify, solicit, and contact Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) to bid on subcontracts for this project.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

II. List all bona fide Minority/Women Business Enterprise subcontractors and suppliers solicited, contracted, or presently negotiating a contract in accordance with the minority business utilization goal set forth by the County of Erie. (Attach additional sheets if necessary.)

MBE/WBE OWNED FIRMS	SUPPLY/SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
---------------------	----------------	--------------------	---------------------	-------------------	--------------------------------

Name: _____	YES _____
Address: _____	NO _____

Telephone No. _____	
IRS # _____	

Name: _____	YES _____
Address: _____	NO _____

Telephone No. _____	
IRS # _____	

Name: _____

YES _____

Address: _____

NO _____

Telephone No. _____

IRS # _____

Name: _____

YES _____

Address: _____

NO _____

Telephone No. _____

IRS # _____

Name: _____

YES _____

Address: _____

NO _____

Telephone No. _____

IRS # _____

III. Total Dollar Amount to be subcontracted to
Minority Business Enterprise(s).
Women Business Enterprise(s).

\$
\$

IV. Total Amount of Bid

\$

V. MBE Percent (%) of project bid
WBE Percent (%) of project bid

%
%

VI. YOU MUST ATTACH COPIES OF RELEVANT CORRESPONDENCE
AND DOCUMENTS, INCLUDING RETURN RECEIPTS.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

MBE/WBE UTILIZATION REPORT - PART B

FINAL CERTIFICATION OF EXPENDITURES TO MBEs/WBEs

(To be completed by the prime vendor and submitted to the
Erie County Division of E.E.O. when contract is complete)

Erie County reserves the right to require documentation, including,
but not limited to, cancelled checks to verify these amounts.

VENDOR: _____ BID NO. _____

MBE	TOTAL AMOUNT EXPENDED
-----	-----------------------

WBE	
-----	--

TOTAL OF ALL MBE SUBCONTRACTS \$ _____

TOTAL OF ALL WOMEN SUBCONTRACTS \$ _____

AMOUNT OF CONTRACT (PRIME) \$ _____

FINAL MBE PERCENTAGE \$ _____

FINAL WBE PERCENTAGE \$ _____

I _____, as an official representative of _____, do hereby
certify that the information listed above is correct and complete.

SIGNATURE	TITLE	DATE
-----------	-------	------

MAIL TO: Erie County Division of E.E.O.
95 Franklin Street
6TH FL
Buffalo, NY 14202

WAIVER RECOMMENDATION

COMPANY: _____

ADDRESS: _____

TELEPHONE NUMBER: (_____) _____ BID NO.: _____

1. Vendor has made a good faith effort to subcontract on this bid for which minority/women's business enterprises bids could be solicited; and
2. The total percentage of the bid which could be subcontracted for which minority business enterprises bids could be solicited is less than 10% for MBEs and/or 2% WBEs.

A waiver as provided for by Erie County Local Law, is hereby requested on the grounds that there are no/insufficient (circle the appropriate term) minority/women's business enterprises in the market area of this bid.

- | | |
|----------|-----------|
| 1. _____ | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

(Use additional sheets if necessary.)

If a partial waiver is granted, the Vendor will make a good faith effort to meet the reduced goal.

DATE	SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE
------	---

Granted in Whole: _____

Granted in Part: _____

Comments: _____

DIRECTOR OF E.E.O.	DATE
--------------------	------