



**COUNTY OF ERIE
DIVISION OF PURCHASE
MEMORANDUM**

To: All Using Departments

From: Jamie Kucewicz, Buyer

Date: July 15, 2020

Subject: ON-CALL EMERGENCY RESTORATION/CLEANING SERVICES

Bid No.: 220089-002

Effective Dates: June 1, 2020 through May 31, 2022

Vendor #: 168035

Vendor: SCE ENVIRONMENTAL GROUP
1380 Mount Cobb Road
Lake Ariel, PA 18436

Telephone: 570-383-4151
716-983-6844 (cell)

Contact: Will McDonald

Pricing: Per attached document



County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

STANDARD AGREEMENT

This AGREEMENT, made as of the 20th DAY OF MAY, 2020

by and between SCE ENVIRONMENTAL GROUP

of 1380 MOUNT COBB ROAD, LAKE ARIEL, PA 18436

herein after referred to as the Contractor, and the County of Erie, a municipal corporation of the State of New York, hereinafter referred to as the County;

WHEREAS, in accordance with public open competitive bidding, sealed proposals were received and publicly opened by the County of Erie, Division of Purchase

on MAY 4, 2020 at 11:00AM

for: ON-CALL EMERGENCY RESTORATION/CLEANING SERVICES

WHEREAS, the bid of the Contractor submitted in accordance therewith, the labor rate of \$96 per hour and materials at "Cost + 15%", was the lowest responsible bid submitted, and

WHEREAS, a contract is hereby awarded to the Contractor by the County, in accordance with the provisions therein contained; and

WHEREAS, the Notice to Bidders and Specifications make provisions for entering into a proper and suitable contract in connection therewith;

NOW, therefore, the Contractor does hereby for its heirs, executors, administrators and successors agree with the County of Erie that, the Contractor shall for the consideration mentioned, and in the manner set forth in Accepted Invitation to Bid No. 220089-002, Specifications and Provisions of Law annexed hereto and forming a part of this contract, furnish the equipment and materials and perform the work and services described in the Accepted Bid for the above sum

_____ Paid monthly upon presentation of invoices.

_____ Upon delivery, completion and approval of the work, as per specifications.

Please refer to the Invitation to Bid (Page 1) and the Instructions to Bidders which are part of this agreement.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

COUNTY OF ERIE

Contractor

SCF Environmental

by _____

Director of Purchase

by _____

Jody Cordaro

Title

CEO

APPROVED AS TO FORM

Assistant County Attorney
County of Erie, New York

_____(date)



COUNTY OF ERIE
MARK C. POLONCARZ
COUNTY EXECUTIVE
DIVISION OF PURCHASE
INVITATION TO BID

Bids, as stated below, will be received and publicly opened by the Division of Purchase in accordance with the attached specifications. FAX and email submissions will be accepted for this bid.

Fax #: (716) 848-6465

Email address: james.kucewicz@erie.gov

Bids can also be mailed to:
County of Erie
Division of Purchase
Attention:
95 Franklin Street, Room 1254
Buffalo, New York 14202-3967

PLEASE NOTE THE FOLLOWING ON YOUR SUBMISSION:

BID NUMBER: 220089-002

OPENING DATE: MAY 4, 2020 TIME: 11:00AM

FOR: ON-CALL EMERGENCY RESTORATION/CLEANING SERVICES

NAME OF BIDDER: SCE Environmental Group

If you are submitting other Invitations to Bid, each bid must be enclosed in a separate envelope.

Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

- ☒ EXHIBIT "A" - Assignment of Public Contracts
- ☒ EXHIBIT "B" - Purchases by Other Local Governments or Special Districts
- ☐ EXHIBIT "C" - Construction/Reconstruction Contracts
- ☐ EXHIBIT "D" - Bid Bond (Formal Bid)
- ☐ EXHIBIT "E" - Bid Bond (Informal Bid)
- ☒ EXHIBIT "EP" - Equal Pay Certification
- ☒ EXHIBIT "F" - Standard Agreement
- ☒ EXHIBIT "G" - Non-Collusive Bidding Certification
- ☒ EXHIBIT "H" - MBE/ WBE Commitment
- ☒ EXHIBIT "IC" - Insurance CLASSIFICATION "A"
- ☐ EXHIBIT "P" & EXHIBIT "PBI" - Performance Bond
- ☒ EXHIBIT "PW" - NYS Prevailing Wage
- ☐ EXHIBIT "Q" - Confined Space Program Certification
- ☒ EXHIBIT "V" - Vendor Federal Compliance Certification

County of Erie
DIVISION OF PURCHASE
NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;

(2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this 4 day of May, 20 20

TERMS 30 DELIVERY DATE AT DESTINATION 5/4/2020

FIRM NAME SCE Environmental Group

ADDRESS 1380 Mt. Cobb Rd, Lake Ariel, PA 18436

ZIP _____

AUTHORIZED SIGNATURE Joseph E. Jellock

TYPED NAME OF AUTHORIZED SIGNATURE Joseph E. Jellock

TITLE Project Manager TELEPHONE NO. _____

(Rev. 1/2000)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

Ship to:
Attention:

Ship Via:
Date Required at Destination:

[illegible]

NOTE: Bid results cannot be given over the phone. All requests for bid results should be submitted in writing or faxed to:

NAME OF BIDDER SCE Environmental

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

County of Erie
Department of Public Works
Division of Buildings and Grounds
95 Franklin St. Buffalo N.Y. 14202

Specification for labor and material to provide On-Call Emergency Facility Restoration and Facility Cleaning Maintenance Services

Article I General Information / Scope of work

County of Erie requires contractor to provide an as needed Emergency Restoration and Cleaning Service. The contractor will be required to respond to those events where services are needed for the immediate and initial response to emergency situations such as but not limited to water/fire damage, mold remediation, biohazard clean up, sewage decontamination, deodorization, vandalism cleanup, debris removal, etc. The contractor shall be able to respond as needed for cleaning services to various facilities. The contractor will not be responsible for any structural repair or construction

Contractor to provide all labor, material, appropriate equipment (e.g. air scrubbers, dehumidifiers, air movers, etc.) tools, dumpster rental and removal if required permits if required, to facilitate the entire cleanup of the damaged area at designated facility.

The goal of the cleanup operation is to remove all evidence of fire, smoke and water damage. The air should be clear of any smoky or mildew odors. Invisible potential damage electrical conduits or plumbing within the walls, ceilings or beneath floors to be identified and brought to the attention of County representative.

1.1 Facility Cleaning Maintenance Services

The contractor shall furnish high quality cleaning maintenance service at various County facilities as needed and provide all necessary supplies and equipment required. The County may issue equipment on as needed basis to the contractor or use by its employees.

The cost to repair/replace any damage caused by contractor personnel to equipment beyond normal wear and or usage will be the responsibility of the contractor. County equipment is not to be removed from sites.

Contractor to provide trained labor (Note article II) and supervision and be employees of the contractor and contractor will pay all salaries, wages and all related expenses of the employees.

The facilities will be cleaned on a schedule determined by a County representative as the facilities have various schedules and requirements. The Contractor along with the County representative will develop a comprehensive set of rules for working in County facilities.

The contractor shall use no products, supplies or equipment that will result in damages or injury to surfaces or building contents to which they are applied. Contractor to supply MSDS documentation on products used and employee safety manual covering a Hazard Communication Program, Assessment Plan and an Exposure Control Plan. All products used will require approval by a County representative prior to use.

Erie County will supply hand towels, toilet tissue, plastic liners, and hand soap. Contractor to supply equipment and cleaning supplies. The equipment shall include mops, buckets, brooms, dusting equipment, vacuum cleaners and other equipment required.

Article II Requirements

2.1 Experience Contractor must have 10 years' experience in restoration service /cleaning service and provide background information on the company and type of work completed.

Provide five references and contacts of prior and current restoration projects at time of bid.

Provide five references and contacts of prior and current cleaning services at time of bid.

Contractor shall have OSHA 10 Certification Trained Employees

Contractor shall have IICRC (Institute of Inspection Cleaning and Restoration Certification) technicians at time of bid.

Contractor shall have Environmental Services (EVS) Cross Contamination Certification trained personnel for work in health care facilities.

Contractor shall have trained cleaners for Infection Control Compliance for healthcare facilities.

Contractor shall have ISO (International Organization for Standardization) and ISO 9 Certification.

Contractor shall hold a Mold Remediation Contractor License by New York State Department of Labor

2.2 Response Time Contractor must be able to respond to the County within one (1) hour of the initial call notification and shall be on site within (2) two hours to evaluate restoration requirements and scope of work involved. The contractor shall provide the initial scope of work and projected price within 8 hrs. from the time the contractor arrives on site. Contractor to indicate the ability and staffing levels to meet this requirement.

2.3 Background Erie County has three detention facilities; Employees working in these buildings must be able to pass a security background check.

2.4 Equipment The contractor must own a minimum of \$200,000 of restoration equipment used to perform work required. Please include inventory list of owned equipment with your bid. The listing shall include the type of equipment and location of equipment.

2.5 Pricing Detail The contractor will be required to provide line by line invoice detailing all work completed. If on site services are determined to require a change in scope, budget affecting the original quote the contractor must receive approval from the county for proceeding with the project.

2.6 Point of Contact Contractor shall be able to provide 24-hour service 7 days / week and provide point of contact phone numbers for emergency call and job site supervision.

Article III On-Call Service Labor Rates

3001 Labor Rates

Regular Hourly Rate Monday - Friday \$96.00

Weekend Rate \$121.62

Holiday Rate \$141.25

3002 Material Cost Plus 15%

Line-by-line invoice, detailing work must be provided.

Material invoices must be provided with invoices.

*bid will be awarded based on a job comprising 25 hours of regular rate labor and \$250 of materials.

County of Erie
DIVISION OF PURCHASE
INSTRUCTIONS TO BIDDERS (FORMAL)

1. BID SHALL BE SUBMITTED ON THESE COUNTY OF ERIE BID FORMS or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.

2. LATE PROPOSALS. Any bids received in the Erie County Division of Purchase after the date and time prescribed will not be considered for contract award.

3. EMERGENCY CLOSINGS. In the event the closing of certain County facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Division of Purchase control, only bids received in the Division of Purchase prior to the date and time or postmarked as of the date prescribed will be considered for contract award.

4. ANY CHANGE IN WORDING OR INTERLINEATION BY A BIDDER OF THE INQUIRY AS PUBLISHED BY THE COUNTY OF ERIE shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.

5. THE COUNTY RESERVES THE RIGHT TO REJECT any and all bids, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. The County does not obligate itself to accept the lowest or any other proposal.

6. AWARD TO THE LOWEST RESPONSIBLE BIDDER. For the purpose of determining which bidder is the lowest qualified responsible bidder, it shall be the lowest three bidders' responsibility, within FIVE DAYS of being so notified by the Division of Purchase, to present information and documentation to the Division of Purchase, to satisfy the County that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.

7. CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.

8. This EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid:

IT IS UNDERSTOOD BY THE PARTIES THAT THIS AGREEMENT SHALL BE EXECUTORY ONLY TO THE EXTENT OF THE MONIES AVAILABLE TO THE COUNTY OF ERIE AND APPROPRIATED THEREFOR, AND NO LIABILITY ON ACCOUNT THEREOF SHALL BE INCURRED BY THE COUNTY BEYOND THE MONIES AVAILABLE AND APPROPRIATED FOR THE PURPOSE THEREOF.

9. FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by the County of Erie to recover damages.

10. PRICES SHALL BE QUOTED F.O.B. DESTINATION AND DELIVERED INSIDE. "Tailgate delivery" will not be accepted unless specified by the County.

11. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE COUNTY. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the bid. There will be no additional charges for delivery.

12. NO TAXES ARE TO BE BILLED TO THE COUNTY. Bids shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The County of Erie Purchase Order is an exemption certificate. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net bid.

13. THE SUCCESSFUL BIDDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision of regulatory body which may apply to its performance under this contract.

County of Erie

DIVISION OF PURCHASE

14. GRATUITIES, ILLEGAL OR IMPROPER SCHEMES. The County may terminate this agreement if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any County official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of this agreement. The County may also terminate this agreement if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of this agreement. In the event that it is determined that said improper or illegal acts occurred, the County shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.

15. INSURANCE shall be procured by the Successful Bidder before commencing work, no later than 14 days after notice of award and maintained without interruption for the duration of the Contract, in the kinds and amounts specified in Exhibit IC, unless otherwise stipulated in these Bid Specifications. IF THE INSURANCE IS NOT PROVIDED IN ACCEPTABLE FORM WITHIN THIS PERIOD OF TIME, THEN THE DIRECTOR OF PURCHASE MAY DECLARE THE VENDOR NONRESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOW RESPONSIBLE BIDDER.

CERTIFICATES OF INSURANCE shall be furnished by the successful bidder on Erie County Standard Insurance Certificate, Exhibit IC.

16. ANY CASH DISCOUNT which is part of bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The County policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the County will take the discount when payment is made. The County will not pay any interest charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.

17. CHANGES IN THE WORK. The County may, as the need arises, through the Director of Purchase, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the contractor and County through the Director of Purchase.

18. BID OFFERING MATERIAL OTHER THAN THAT OF SPECIFIED MANUFACTURER OR TRADE NAME will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.

19. IF MATERIAL OR SERVICES OTHER THAN THOSE SPECIFIED IN THIS BID DOCUMENT ARE OFFERED, the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:

- (a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Division of Purchase, sufficient detail is not presented as a part of the sealed bid to permit definitive evaluation of any substitute item, the bid will not be considered.
- (b) Descriptive literature of item offered, for evaluation.
- (c) List of installations in Erie County of the item offered.
- (d) List of other installations.

20. ANY ADDITIONAL INFORMATION for which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.

21. WORKMANSHIP MUST MEET WITH THE APPROVAL OF THE DEPARTMENT HEAD(S) INVOLVED, AND SHALL BE FIRST CLASS in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what stage of completion, may be rejected and shall be made good by the contractor at his own expense.

22. CONTRACTOR SHALL CLEAN UP and remove all debris and rubbish resulting from the work and leave the premises broom clean to the approval of the department head.

County of Erie

DIVISION OF PURCHASE

23. THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded, may withdraw his bid by serving written notice of his intention to do so upon the Division of Purchase. Upon withdrawal of the bid pursuant to this paragraph, the Division of Purchase will forthwith return the bidder's security deposit.

24. PRICES CHARGED TO THE COUNTY OF ERIE are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.

25. PRICE IS FIRM. The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.

26. EXTENSION OF PRICE PROTECTION. Any contract entered into pursuant to this bid to supply the County's requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful bidder and the County. All extensions shall be submitted in writing and shall have prior approval by the County of Erie, Director of Purchase.

27. IN EXECUTING THIS BID, THE BIDDER AFFIRMS that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.

28. ACCOUNTABILITY. The undersigned shall be fully accountable for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate the contract or his performance.

29. TERMINATION OF CONTRACT:

- a. At its option, the County may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the County.
- b. In the event of termination for any reason other than the fault of the Contractor, or the nonavailability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.

30. THE SUCCESSFUL BIDDER TO WHOM THE BID IS AWARDED SHALL INDEMNIFY AND HOLD HARMLESS the County of Erie and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.

31. STATUS AS AN INDEPENDENT CONTRACTOR: The successful Bidder to whom the bid is awarded and the County agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither the Bidder nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

32. GOVERNED BY NEW YORK LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

(Rev. 04/09)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

County of Erie

DIVISION OF PURCHASE

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME SCE Environmental Group

ADDRESS OF PRINCIPAL OFFICE STREET 1380 Mt. Cobb Rd

CITY Lake Ariel

AREA CODE 510 PHONE 383-4151 STATE PA ZIP 18436

Check one: CORPORATION ☒ PARTNERSHIP ☐ INDIVIDUAL ☐

INCORPORATED UNDER THE LAWS OF THE STATE OF Pennsylvania

If foreign corporation, state if authorized to do business in the State of New York:

YES ☒ NO ☐

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE STREET 189 E. Fillmore Ave.

CITY East Aurora

AREA CODE 716 PHONE 983-6844 STATE New York ZIP 14052

NAMES AND ADDRESSES OF PARTNERS:

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |



County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

ASSIGNMENT OF PUBLIC CONTRACTS

GENERAL MUNICIPAL LAW - Section 109:

1. A clause shall be inserted in all specifications of contracts hereafter made or awarded by an officer, board or agency of a political subdivision, or any district therein, prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
2. If any contractor, to whom any contract is let, granted, or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, without the previous written consent specified in subdivision one (1) of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignee, transferee or sublessee shall forfeit and lose all monies, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent or affect any assignment by any such contractor for the benefit of his creditors made pursuant to the laws of the State.

NO ASSIGNMENT OF ANY AGREEMENT pursuant to this bid shall be made without specific prior approval, in writing, by the Erie County Director of Purchase.

(Rev. 12/01/93)



COUNTY OF ERIE
MARK POLONCARZ
COUNTY EXECUTIVE
DIVISION OF PURCHASE

PURCHASES BY OTHER LOCAL GOVERNMENTS OR SPECIAL DISTRICTS

The Erie County Legislature has adopted the following resolution for the purpose of allowing the following-named local governmental or school districts to make purchases through the County bidding procedures.

Under the following conditions, the Director of Purchase may make purchasing services available to the following 88 participants

1. When in the opinion of the Director of Purchase it will not create any burden or hardship upon the County and the anticipated prices will not be adversely affected thereby, the Director is authorized when he deems appropriate and as may be requested by the participants to provide in any particular County bid specification that the participants in Erie County shall have the right to make purchases based upon the bids received by the County
2. The County Purchase Director, within the limits of his time and manpower, shall disseminate relevant contract information to the participants
3. The participants in County contracts will issue purchase orders directly to vendors within the specified contract period referencing the County contract involved and be liable for any payments due on such purchase orders

Bidders shall take notice that as a condition of the award of a County contract pursuant to these specifications, the successful bidder agrees to accept the award of a similar contract with any of the participants in Erie County if called upon to do so. The County, however, will not be responsible for any debts incurred by participants pursuant to this or any other agreement

Necessary deviations from the County's specifications in the award of a participant's contract, particularly as such deviations may relate to quantities or delivery point, shall be a matter to be resolved between the successful bidder and participants. All inquiries regarding prospective contracts shall be directed to the attention of:

AKRON CENTRAL SCHOOL DISTRICT, District Clerk, 47 Bloomingdale Ave., Akron, NY 14001
 AKRON VILLAGE OF, Clerk-Treasurer, 21 Main St., Akron, NY 14001
 ALDEN CENTRAL SCHOOL DISTRICT, District Clerk, 13190 Park St., Alden, NY 14004
 ALDEN TOWN OF, Town Clerk, Town Hall, 11901 Broadway, Alden, NY 14004
 ALDEN VILLAGE OF, Village Clerk, 13336 Broadway, Alden, NY 14004
 AMHERST CENTRAL SCHOOL DISTRICT, Business Manager, 4301 Main St., Amherst, NY 14226
 AMHERST TOWN OF, Highway Superintendent, Town Hall, 5583 Main St., Williamsville, NY 14221
 AMHERST TOWN OF, Town Supervisor, Town Hall, 5583 Main St., Williamsville, NY 14221
 ANGOLA VILLAGE OF, Clerk-Treasurer, 41 Commercial St., Angola, NY 14006
 AURORA TOWN OF, Town Clerk, Town Hall, 5 S. Grove St., E. Aurora, NY 14052
 BLASDELL VILLAGE OF, Clerk-Treasurer, 121 Miriam St., Blasdell, NY 14219
 BOCES, ERIE #1, Clifford N Crooks Svc. Ctr., 355 Harlem Rd. West Seneca NY 14224-1892
 BOCES, ERIE CATTARAUGUS #2, Assistant Superintendent, 3340 Baker Rd., Orchard Park, NY 14127
 BOSTON TOWN OF, Town Clerk, Town Hall, 8500 Boston State Rd., Boston, NY 14025
 BRANT TOWN OF, Town Clerk, Town Hall, Brant North Collins Rd., Brant, NY 14027
 BUFFALO BOARD OF EDUCATION, Purchasing Agent, 408 City Hall, Buffalo, NY 14202
 BUFFALO CITY OF, Division of Purchasing, 1901 City Hall, Buffalo, NY 14202
 BUFFALO MUNICIPAL HOUSING AUTHORITY, 300 Perry St., Buffalo, NY 14204-2299
 BUFFALO SEWER AUTHORITY, General Manager, 1038 City Hall, Buffalo, NY 14202-3378
 CHEEKTOWAGA CENTRAL SCHOOL DISTRICT, 3600 Union Rd., Cheektowaga, NY 14225
 CHEEKTOWAGA-MARYVALE UNION FREE SCHOOL DISTRICT, District Clerk, 1050 Maryvale Dr., Cheektowaga, NY 14225-2386
 CHEEKTOWAGA-SLOAN UNION FREE SCHOOL DISTRICT, District Clerk, 166 Halstead Ave., Sloan, NY 14212-2295
 CHEEKTOWAGA TOWN OF, Town Hall, Broadway & Union Rds., Cheektowaga, NY 14227
 CLARENCE CENTRAL SCHOOL DISTRICT, Business Administrator, 9625 Main St., Clarence, NY 14031-2083
 CLARENCE TOWN OF, Town Clerk, 1 Town Place, Clarence, NY 14031
 CLEVELAND HILL FIRE DISTRICT NO. 6, Secretary, 440 Cleveland Dr., Cheektowaga, NY 14225
 CLEVELAND HILL U.F.S.D. @ CHEEKTOWAGA, Business Manager, 105 Mapleview Dr., Cheektowaga, NY 14225

COLDEN TOWN OF, Deputy Town Clerk, Town Hall, S-8812 State Rd., Colden, NY 14033
 COLLINS TOWN OF, Supervisor, Town Hall, P.O. Box 420, Collins, NY 14035
 CONCORD TOWN OF, Town Clerk, Town Hall, Springville, NY 14141-0187
 DEPEW UNION FREE SCHOOL DISTRICT, District Clerk, 591 Terrace Blvd., Depew, NY 14043
 DEPEW VILLAGE OF, Village Clerk, Municipal Building, 85 Manitou St., Depew, NY 14043
 EAST AURORA VILLAGE OF, Village Clerk, Village Hall, 571 Main St., East Aurora, NY 14052
 EDEN TOWN OF, Town Clerk, 2795 East Church St., Eden, NY 14057
 EGGERTSVILLE FIRE DISTRICT, Secretary/Treasurer, 1880 Eggert Rd., Eggertsville, NY 14226-2233
 ELLWOOD FIRE DISTRICT #1, Secretary, Town of Tonawanda, 1000 Englewood Ave., Kenmore, NY 14223
 ELMA TOWN OF, Town Clerk, Town Hall, 1600 Bowen Rd., Elma, NY 14059
 ERIE COMMUNITY COLLEGE, South Campus Business Office, 4041 Southwestern Blvd., Orchard Park, NY 14127-2199
 ERIE COUNTY WATER AUTHORITY, Central Processing, 3030 Union Rd., Buffalo, NY 14227
 EVANS TOWN OF, Town Clerk, 42 N. Main St., Angola, NY 14006
 FARNHAM VILLAGE OF, Village Clerk-Treasurer, 526 Commercial St., Farnham, NY 14061
 FORKS FIRE DISTRICT #3, Commissioner, Town Cheektowaga, 3330 Broadway, Cheektowaga, NY 14227
 GOWANDA VILLAGE OF, Clerk/Treasurer, 27 East Main St., Gowanda, NY 14070
 GRAND ISLAND CENTRAL SCHOOL DISTRICT, District Clerk, 1100 Ransom Rd., Grand Island, NY 14072
 GRAND ISLAND TOWN OF, Town Clerk, 2255 Baseline Rd., Grand Island, NY 14072
 HAMBURG TOWN OF, Town Clerk, S-6100 S. Park Ave., Hamburg, NY 14075
 HAMBURG VILLAGE OF, Village Clerk/Treasurer, 100 Main St., Hamburg, NY 14075
 HOLLAND FIRE DISTRICT #1, Town of Holland, Holland, NY 14080
 HOLLAND TOWN OF, Town Clerk, 47 Pearl St., Holland, NY 14080
 HOPEVALE UNION FREE SCHOOL DISTRICT, District Clerk, 3780 Howard Rd., Hamburg, NY 14075
 IROQUOIS CENTRAL SCHOOL DISTRICT, Girdle Rd., Elma, NY 14059
 KENILWORTH FIRE DISTRICT #2, Commissioner, Tn. Tonawanda, 84 Hawthorne Ave., Buffalo, NY 14223
 KENMORE-TN OF TONAWANDA UNION FREE SCHOOL DISTRICT, District Clerk, 1500 Colvin Blvd., Buffalo NY 14223
 KENMORE VILLAGE OF, Village Clerk-Treasurer, Municipal Building, Kenmore, NY 14217
 LACKAWANNA CITY OF, City Clerk, Lackawanna City Hall, 714 Ridge Rd., Lackawanna, NY 14218
 LAKE VIEW FIRE DISTRICT, Fire Commissioner, Lakeview & Burke Roads, Lake View, NY 14085
 LANCASTER TOWN OF, Town Clerk, 21 Central Avenue, Lancaster, NY 14086
 LANCASTER VILLAGE OF, Clerk-Treasurer, Municipal Building, 5423 Broadway, Lancaster, NY 14086
 MARILLA TOWN OF, Marilla Town Hall, 1740 Two Rod Rd., Marilla, NY 14102
 MONROE ONE BOCES, Educational Services, 41 O'Connor Rd., Fairport, NY 14450
 NEWSTEAD TOWN OF, Town Clerk, Town Hall, P.O. Box 227, Akron, NY 14001
 NIAGARA FRONTIER TRANSPORTATION AUTHORITY, 181 Ellicott St., Buffalo, NY 14205
 NORTH COLLINS TOWN OF, Town Clerk 2015 Spruce St., North Collins, NY 14111
 NORTH COLLINS VILLAGE OF, Village Clerk, 10543 Main St., North Collins, NY 14111
 ORCHARD PARK CENTRAL SCHOOL DISTRICT, Asst. Supt. Bus. & Support Svcs. 3330 Baker Rd., Orchard Park, NY 14127
 ORCHARD PARK TOWN OF, Town Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127
 ORCHARD PARK VILLAGE OF, Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127
 SARDINIA TOWN OF, Town Clerk, Town Hall, Savage Rd., Sardinia, NY 14134
 SHERIDAN PARK FIRE DISTRICT NO. 4, Secretary, 738 Sheridan Dr., Tonawanda, NY 14150
 SLOAN VILLAGE OF, Clerk Treasurer, 425 Reiman St., Sloan, NY 14212
 SNYDER VOL. FIRE DEPT., Fire Commissioner, 4531 Main Street, Snyder, NY 14226
 SOUTH LINE FIRE DISTRICT #10, Fire Commissioner, 1049 S. French Rd., S. Cheektowaga, NY 14227
 SOUTH WALES FIRE DISTRICT #1, Secretary/Treasurer, P.O.Box 94, South Wales, NY 14139
 SPRING BROOK FIRE DISTRICT #1, Secretary, P.O. Box 97, Spring Brook, NY 14140
 SPRINGVILLE VILLAGE OF, Clerk Treasurer, Village Office, 5 W. Main St., Springville, NY 14141
 SUNY ERIE COMMUNITY COLLEGE, 6205 Main St., Williamsville, NY 14221
 SWEET HOME CENTRAL SCHOOL DISTRICT, Director Finance & Plant Svcs., 1901 Sweet Home Rd., Amherst, NY 14228
 TONAWANDA CITY OF, Mayor, 200 Niagara St., Tonawanda, NY 14150
 TONAWANDA CITY OF, Superintendent, 150 Fillmore Avenue, Tonawanda, NY 14150
 TONAWANDA CITY SCHOOL DISTRICT, District Clerk, 100 Hinds St., Tonawanda, NY 14150-1815
 TONAWANDA TOWN OF, Town Clerk, Municipal Building, Kenmore, NY 14217
 U-CREST FIRE DISTRICT #4, Fire Commissioner, 255 Clover Place, Cheektowaga, NY 14225
 UNION FREE SCHOOL DISTRICT, Dist. Clerk, Tn. Tonawanda, 1500 Colvin Blvd., Kenmore, NY 14223
 WALDEN FIRE DISTRICT #2, Fire Commissioner, 20 Pine Ridge Road, Cheektowaga, NY 14211
 WALES TOWN OF, Town Clerk, Big Tree Rd., Wales Center, NY 14169
 WEST SENECA CENTRAL SCHOOL DISTRICT, District Treasurer, 1397 Orchard Park Rd., West Seneca, NY 14224-4098
 WEST SENECA FIRE DISTRICT #4, Fire Commissioner, 100 Lein Rd., West Seneca, NY 14224
 WEST SENECA FIRE DISTRICT #5, Fire Commissioner, 2801 Seneca St., West Seneca, NY 14224
 WEST SENECA TOWN OF, Town Clerk, 1250 Union Road, West Seneca, NY 14224
 WILLIAMSVILLE CENTRAL SCHOOL DISTRICT, District Clerk, 105 Casey Rd. PO Box 5000, East Amherst NY 14051
 WILLIAMSVILLE VILLAGE OF, 5565 Main St., Williamsville, NY 14231-1557
 WYOMING, COUNTY OF, Office of the Board of Supervisors, 143 N Main St., Warsaw, NY 14569

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 Pennsylvania)
COUNTY OF Wayne) 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)

Judy Cordaro, being duly sworn, states that he or she is the Name of Corporate Officer _____, of SCE Environmental, 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 6th
Day of May, 2020

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Mariah Wheeler
Jefferson Twp. Lackawanna County
My Commission Expires 11/29/2020

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

BID NO.: 220089-002
BID DATE: May 4, 2020

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

COMPANY: SCE Environmental Group
AUTHORIZED REPRESENTATIVE: William McDonald
ADDRESS: 189 E Filmore Aurora NY 14052
TELEPHONE NUMBER: (716) 983-6844
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: Advanced Contracting Services (Raj Chopra)

YES _____

Address: 1815 Love Rd Box 958

NO _____

Grand Island NY

Telephone No. 716-480-2125

IRS # _____

Name: Sienna Environmental (Susanne Kelley)

YES _____

Address: 350 Elmwood Ave,

NO _____

Buffalo, NY 14222

Telephone No. 716-382-3134

IRS # _____

MBE/WBE OWNED FIRMS

SUPPLY/SERVICE

AMOUNT OF

PRIOR

CONTRACT

REASON IF

PROPOSAL

CERTIFICATION

EXECUTED

CONTRACT
NOT
AWARDED

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

6/12/2020
DATE



SCENVI-01

J4KDEMARK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/6/2020

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 have ADDITIONAL INSURED provisions or 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
AssuredPartners of Northeastern PA
1130 Hwy 315
Wilkes Barre, PA 18702

CONTACT Katie DeMark
PHONE
(A/C NO, EXT) (570) 819-2000
E-MAIL
ADDRESS

FAX
(A/C NO) (570) 819-4000

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED

SCE Environmental Group, Inc
1380 Mt. Cobb Rd
Lake Ariel, PA 18436

INSURER A Nautilus Insurance Company

17370

INSURER B Great Divide Insurance Co

25224

INSURER C

INSURER D

INSURER E

INSURER F

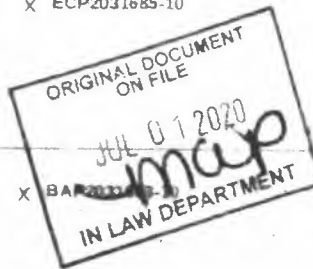
COVERAGES

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.

| INSURER | TYPE OF INSURANCE | ADDL SUBR | POLICY NUMBER | POLICY EFF | POLICY EXP | LIMITS | |
|---------|---|-----------|-----------------|------------|------------|------------------------------|--------------|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | |
| | CLAIMS MADE X OCCUR | X X | ECP2031685-10 | 4/1/2020 | 4/1/2021 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | DAMAGE TO RENTED | \$ 100,000 |
| | | | | | | VEHICLE DAMAGE | \$ 5,000 |
| | | | | | | PERSONAL & ADULTERY | \$ 1,000,000 |
| | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | PRODUCTS & COMPLETED | \$ 2,000,000 |
| | | | | | | POLLUTION | \$ 1,000,000 |
| | | | | | | COMBINED SINGLE LIMIT | \$ 1,000,000 |
| B | AUTOMOBILE LIABILITY | | | | | | |
| | X ANY AUTO | X X | BA000000-01 | 4/1/2020 | 4/1/2021 | BODILY INJURY Per person | \$ |
| | OWNED AUTOS ONLY SCHEDULED AUTOS | | | | | BODILY INJURY Per accident | \$ |
| | X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | | | | | PROPERTY DAMAGE Per accident | \$ |
| A | UMBRELLA LIAB X OCCUR | | | | | | |
| | X EXCESS LIAB CLAIMS MADE | X X | FFX2031684-10 | 4/1/2020 | 4/1/2021 | EACH OCCURRENCE | \$ 5,000,000 |
| | DED X RETENTION \$ 0 | | | | | AGGREGATE | \$ 5,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) | Y/N N | X WCA2031679-10 | 4/1/2020 | 4/1/2021 | X PER EMPLOYEE OTHER | \$ 1,000,000 |
| | If yes, describe under: | | | | | E EACH ACCIDENT | \$ 1,000,000 |
| | DESCRIPTION OF OPERATIONS/VEHICLES | | | | | E DISEASE EA EMPLOYEE | \$ 1,000,000 |
| A | Pollution Liability | X X | ECP2031685-10 | 4/1/2020 | 4/1/2021 | E DISEASE POLICY LIMIT | \$ 1,000,000 |
| A | Professional Liab | | ECP2031685-10 | 4/1/2020 | 4/1/2021 | Per Occurrence | \$ 1,000,000 |
| | | | | | | Each Claim | \$ 1,000,000 |



DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

When required by written contract: the County of Erie and any Board, Bureau, Commission, or Agency thereof are included as additional insureds with regard to General Liability & Pollution Liability for ongoing & completed operations per form ECP1004; with regard to Automobile Liability per form BSUCA06. Coverage is primary and non-contributory with regard to General Liability & Pollution Liability per form ECP1004; Automobile Liability per form CA0449. Waiver of subrogation applies with regard to General Liability & Pollution Liability per form ENV2004; Automobile Liability per form CA0444; and Worker's Compensation per form WC000313 in NY & PA. Excess Liability policy follows form over General Liability, Pollution Liability, Automobile Liability, Professional Liability, and Employer's Liability.

SEE ATTACHED ACORD 101

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

Katie DeMark

ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: SCEENV1-01
LOC # 1

J4KDEMARK

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY

AssuredPartners of Northeastern PA

POLICY NUMBER

SEE PAGE 1

CARRIER

SEE PAGE 1

NAIC CODE

SEE P 1

NAMED INSURED

SCE Environmental Group, Inc
1380 Mt. Cobb Rd
Lake Ariel, PA 18436

EFFECTIVE DATE SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER ACORD 25 FORM TITLE Certificate of Liability Insurance

Description of Operations/Locations/Vehicles

Pollution Aggregate Limit \$2,000,000

Hired Auto Physical Damage Coverage \$100 Comprehensive/\$1,000 Collision Deductibles. Pollution policy includes Transportation
Pollution Liability coverage XCU included


**Workers'
Compensation
Board**
**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

| | |
|---|---|
| 1a. Legal Name & Address of insured (use street address only) SCE Environmental Group Inc 1380 Mount Cobb Road Jefferson Twp PA 18436 Work Location of insured (Only required if coverage is specifically limited to certain locations in New York State (e.g. Wrap-Up Policy)) | 1b. Business Telephone Number of insured (570)383-4151 1c. NYS Unemployment Insurance Employer Registration Number of insured 1d. Federal Employer Identification Number of insured or Social Security Number 20-0181230 |
| 2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Erie 95 Franklin St Buffalo NY 14202 <div data-bbox="409 659 721 915" style="border: 1px solid black; padding: 5px; transform: rotate(-10deg);"> ORIGINAL DOCUMENT ON FILE JUL 11 2020 IN LAW DEPARTMENT </div> | 3a. Name of Insurance Carrier Great Divide Insurance Company 3b. Policy Number of Entity Listed in Box "1a" WCA2031679-10 3c. Policy effective period 04/01/2020 to 04/01/2021 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded |

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☒ YES ☐ NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by Steve Collett
(Print name of authorized representative or licensed agent of insurance carrier)
 DocuSigned by
 Approved by Steve Collett 5/6/2020
(Signature) (Date)

Title Vice President- Environmental

Telephone Number of authorized representative or licensed agent of insurance carrier (215)553-7380

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured

The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair that compensation for all employees has been secured as provided by this chapter.

Certification Regarding Debarment And Suspension

- 1) As required by Federal Executive Order 12549, and prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Contractor certifies that it, and its principals:
- (a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and
 - (d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the Contractor is unable to certify to any of the statements in this paragraph, the Contractor shall attach an explanation to this certification.

Date:

6/12/2020
SignatureCEO Jody Cardano
TitleSCE Environmental
Business Name

Certification Regarding Drug-Free Workplace Requirements Grantees Other Than Individuals

This certification is required by regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988, 41 U.S.C. § 701 et seq. See 48 C.F.R. Subpart 23.5.

The Contractor certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and,
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

Date: 6/12/2020

Signature

Title

Business Name

SCE Environmental

Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date: 6/18/2020

 John Carbo
Signature

CEO
Title

SCE Environmental
Business Name

NOTE: If Disclosure Forms are required, please contact: Mr. Will Sexton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-0001