



**COUNTY OF ERIE
DIVISION OF PURCHASE
MEMORANDUM**

To: All Using Departments

From: Jamie Kucewicz, Buyer

Date: September 18, 2020

Subject: MAINTENANCE/ON-CALL SERVICES – ERIE COUNTY FUEL & CHEMICAL SITES

Bid No.: 220173-002

Effective Dates: September 1, 2020 through August 31, 2022

Vendor #: 107496

Vendor: THE PUMP DOCTOR, INC.
2706 Hemlock Road
Eden, NY 14057

Telephone: 716-992-3181

Contact: Ben Appleton

Pricing: per attached document



County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

STANDARD AGREEMENT

This AGREEMENT, made as of the 27th DAY OF AUGUST, 2020

by and between THE PUMP DOCTOR, INC.

of 2706 HEMLOCK ROAD, EDEN, NY 14057

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 AUGUST 21, 2020 at 11:00AM

for: MAINTENANCE/ON-CALL SERVICES - ERIE COUNTY FUEL & CHEMICAL SITES

WHEREAS, the bid of the Contractor submitted in accordance therewith, comprising various test costs and an Overhead & Profit charge of 20%, 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. 220173-002, 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: THE PUMP DOCTOR, INC.

by _____
Director of Purchase

by Benjamin Appleton

Date _____

Title PRESIDENT

Date AUGUST 31, 2020

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 bids are unacceptable. Bids must be submitted in a sealed envelope to:

County of Erie
Division of Purchase
Attention: JAMES D. KUCEWICZ, BUYER (716) 858-6336
95 Franklin Street, Room 1254
Buffalo, New York 14202-3967

NOTE: Lower left hand corner of envelope **MUST** indicate the following:

BID NUMBER: 220173-002

OPENING DATE: AUGUST 18, 2020 TIME: 11:00AM

FOR: MAINTENANCE/ON-CALL SERVICES - ERIE COUNTY FUEL & CHEMICAL SITES

NAME OF BIDDER: The Pump Doctor, Inc. 2706 Hemlock Rd. Eden, NY 14057

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:

<u>X</u>	EXHIBIT "A" - Assignment of Public Contracts
<u>X</u>	EXHIBIT "B" - Purchases by Other Local Governments or Special Districts
<u> </u>	EXHIBIT "C" - Construction/Reconstruction Contracts
<u> </u>	EXHIBIT "D" - Bid Bond (Formal Bid)
<u>N/A</u>	EXHIBIT "E" - Bid Bond (Informal Bid)
<u>X</u>	EXHIBIT "EP" - Equal Pay Certification
<u>X</u>	EXHIBIT "F" - Standard Agreement
<u>X</u>	EXHIBIT "G" - Non-Collusive Bidding Certification
<u>X</u>	EXHIBIT "H" - MBE/ WBE Commitment
<u>X</u>	EXHIBIT "IC" - Insurance CLASSIFICATION "A"
<u> </u>	EXHIBIT "P" & EXHIBIT "PBI" - Performance Bond
<u>X</u>	EXHIBIT "PW" - NYS Prevailing Wage
<u> </u>	EXHIBIT "Q" - Confined Space Program Certification
<u>X</u>	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 5th day of August, 20 20

TERMS NET 30 DELIVERY DATE AT DESTINATION _____

FIRM NAME The Pump Doctor, Inc.

ADDRESS 2706 Hemlock Road

Eden, NY ZIP 14057

AUTHORIZED SIGNATURE Benjamin Appleton

TYPED NAME OF AUTHORIZED SIGNATURE Benjamin Appleton

TITLE President TELEPHONE NO. 716.992.3181

(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]

ERIE COUNTY DIVISION OF PURCHASE
Freedom of Information Officer
95 Franklin Street, Rm. 1254
Buffalo, NY 14202
FAX #: **716/858-6465**

NAME OF BIDDER The Pump Doctor, Inc.

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

Specification for Maintenance/On-Call Services
Erie County Fuel and Chemical Sites

Article I – General Information and Scope of Work

1001.1 Erie County requires a Full-Service service/on call contract to provide maintenance services of fuel and chemical site systems utilizing all labor, parts material, tools, equipment, electrical work and work practices in strict accordance with all applicable codes and standards. Transportation and supervision necessary to install, service Gas Boy - Veeder Root fuel systems and Facility fuel oil systems at all Erie County owned buildings as directed by the County of Erie representative during the contract term. Contractor must be able to service, repair, and maintain underground storage tanks (UST) and aboveground storage tanks (AST) and systems delivery.

Erie County Division of Sewerage Management (DSM) also operates a chemical UST that is included in the scope of this contract.

Contractor must also provide Required Certified Testing mandated by DEC and EPA as listed in Article III. Test documents to be provided to building manager and filed with DEC.

Note: Fuel Oil Systems includes all required related equipment Tanks underground and aboveground for complete fuel delivery. Contractor must also be able to provide excavation and site restoration including any required concrete work.

All work must conform to the latest edition of the International Building Code and local laws.

1001.2 Contract is for a 2-year term September 1, 2020 to August 31, 2022

1001.3 Contractor must be able to provide service 24 hours /day - 7 days /week and be able to respond within 1 hour and be on site within 2 hours from time of call by a County of Erie representative. Must provide 24-hour emergency number

1001.4 Any work performed under this specification must be at current prevailing rate and contractor is responsible to provide certified payroll as required by New York State Department of Labor for every invoice submitted. Contractor to provide current prevailing rate in January for each year of contract.

1001.5 – The county reserves the right to terminate (60 Day written notice) at any time, for any reason, or suspend any part of the services described herein when conditions change, operation of a county facility is reduced or discontinued or other similar circumstances take place. In the event of such termination or suspension, payments for services shall suspend without penalty.

Article II – Qualifications / Requirements

2001.1 All Erie County Fuel sites are Gas Boy / Veeder Root Fuel Management Systems and Gas boy Fleet plus and Prime Systems. All work associated with the required system operations must be performed by Gas Boy / Veeder Root Factory Trained Certified Technicians (Current Documentation of Training of technicians must be submitted at time of bid) To insure the integrity and listings of the systems. The contractor will assume all associated liabilities and risks when working on systems as the fuel management systems are connected to the County wide integrated network for fuel management which is operated and controlled at 95 Franklin St. Buffalo N.Y. Any failure to the County wide integrated systems and network caused by the contractor or his sub-contractors will be the responsibility of the contractor. The contractor will be responsible for any and all costs associated to system restoration.

2001.2 The contractor shall have been a qualified service organization in active operation for a minimum of 10 Years. The bidder shall furnish with his bid, a statement that he has in his employ and under his supervision, the necessary certified personnel and he possesses resources located within the County of Erie, to properly fulfill all the services and conditions required under these specifications.

2001.3 The contract will be awarded to a contractor whose primary business is fuel site Installation, maintenance, repair, restoration, DEC required testing and reporting. The experience questionnaire attached must be submitted at time of bid.

2001.4 The contractor shall have a flawless record with the Department of Labor any infractions within the past 10 Years, specifically regarding prevailing rate, will disqualify the bidder.

2001.5 Contractor to provide quality workmanship and material and be subject to inspection by Erie County representative.

2001.6 – Contractor must provide photographic documentation of all excavation and restoration work.

Article III – Testing

3001.1 – The following tests must be performed as required by DEC and EPA Regulations and requested by Erie County:

1. Cathodic Test
2. Annual Tightness Test (Pressurized line tightness test and pressurized leak detector test).
3. Annual Test (Release detection equipment testing) for a complete overview of the Veeder Root tank monitors and associated sensors, probes, alarms.
4. Triennial Test (To include spill prevention equipment testing; overfill prevention equipment inspections, and hydrostatic containment sump testing, Veeder Root (ATG) release detection equipment inspections in accordance with EPA/DEC and PEI standards.
5. Semiannual fire suppression test
6. Soil Testing (when required)

All testing documentation must be sent to DEC and to the respective Erie County Department or Division, 95 Franklin St Buffalo N.Y.14202

Article IV - Pricing

4001.1 - On Call Service /Construction

Include line item bid price for hourly labor rate for any work that may be required to bring fuel sites under code compliance, service calls for equipment, fuel systems computer issues, construction.

Quote shall be sent to department for approval.

Example : Work required to correct failed test , service call for Gas Boy / Veeder Root equipment, fuel oil spills, excavation, contaminated soil disposal, concrete work.

Hourly Billing Rate: \$90⁰⁰ / Hour

Travel Time Allowed: Must be billed on separate line of invoice

4001.2 Contractors Percentage of Overhead & Profit 20 %

4001.3 - DEC / EPA Required Testing

All testing to be all-inclusive (labor, material, travel) pricing to perform each test. Any work to correct failed test to follow pricing in Article 4001.1 and 4001.2. The bid price will be the TOTAL amount paid for each test.

Cost for Cathodic Test	\$ <u>90⁰⁰</u>
Cost for Annual Tightness Test	\$ <u>250⁰⁰</u>
Cost for Annual Test	\$ <u>300⁰⁰</u>
Cost for Triennial Tests	\$ <u>300⁰⁰</u>
Cost for Semiannual Fire Suppression Test	\$ <u>360⁰⁰</u>
Cost for Soil Testing (when required)	\$ <u>249²⁵</u>
Cost for Tank Tightness Test	\$ <u>500⁰⁰</u>

*Bid award will be based on:

- 1) Total cost of one of each test
- 2) 300 hours of labor
- 3) Overhead and profit on item 2

NOTES

- Vendor invoice must list separately labor, travel, materials, equipment charges (example: rental of equipment) and O & P. Invoices for non- labor charges also must be provided at time of billing.
- Invoices for testing shall have the testing results attached.
- All invoices shall have Certified Payroll documents attached.
- All Invoices to be sent electronically to department responsible for payment.
- Contractor to provide prevailing wage rate in January of each year of contract.

Article V - Attachments

1. Listing of Fuel Sites
2. Experience Questionnaire

Facility	Address	AST/UST	Total # of UST's	Total # of AST's	Tank #	Status	Installation Date	Capacity	Fuel Type
Division of Buildings & Grounds									
134 W. Eagle	134 W Eagle Street Buffalo, NY 14202	UST	1	1	100	Temp out of service	6/1/1984	15,000	#6 Fuel Oil
		AST			700	Out of Service	6/1/2013	1000	Diesel
Buffalo & Erie County Public Library	One Lafayette Square Buffalo, NY 14203	UST	1	1	3	In Service		15104	#2 Fuel Oil
		AST			2	In Service		500	Diesel
Cheektowaga Fire Training Center	3359 Broadway Cheektowaga, NY 14227	AST	0	3	002	In Service		150	Diesel/Generator
		AST			003	In Service		300	Diesel
		AST			004	In Service		193	Diesel/Generator
Erie County Correctional Facility	11581 Walden Avenue Alden, NY 14004	UST	1	1	1	In Service		6000	Diesel
		AST			2	In Service		275	Diesel
Erie County Medical Mall	1500 Broadway Buffalo, NY 14218	UST	1	0	100	In Service		1500	Diesel
Public Safety Campus	45 Elm Street Buffalo, NY 14203	UST	1	0	2531	In Service		8000	Diesel
New Era Field (Formerly Ralph Wilson Stadium)	1 Bills Drive Orchard Park, NY 14127	UST	1	7	004	In Service		2000	Gasoline
		AST			003	In Service		500	DIESEL
		AST			005K	In Service		500	Kerosene
		AST			006G	In Service		500	Diesel
		AST			007G	In Service		200	Diesel
		AST			008G	In Service		538	Diesel
		AST			009G	In Service		850	Diesel
		AST			010F	In Service		100	Diesel
Rain Building	95 Franklin Street Buffalo, NY 14202	AST	0	1	1	In Service		300	Diesel
Sheriff's Helipad	7941 Versailles Plank Road Angola, NY 14006	AST	0	1	1	In Service		3,000	Jet Fuel
Sheriff's Patrol Facility (EOC Building)	1 Sheriff Drive Orchard Park, NY 14127	UST	1	3	200	In Service	8/24/1999	4,000	Gasoline
		AST			201	In Service	12/1/1990	250	Diesel
		AST			202	In Service	12/1/1990	250	Diesel
		AST			203	In Service	12/1/1965	375	Diesel
Youth Detention Center	810 East Ferry Street Buffalo, NY 14211	UST	1	0	1	In Service		5,000	#2 Fuel Oil

[illegible]

[illegible]

Facility	Address	AST/UC?	Total # of AST's	Total # of AST's	Unit #	Status	Calibration Year	Capacity	Fuel Type
Department of Parks & Recreation									
Akron Falls Park	44 Parkview Drive Akron, NY 14001	AST	0	2	02	In Service		500	Diesel
		AST			1	In Service		1,000	Gasoline
Bureau of Forestry	11929 Warner Gulf Road East Concord, NY 14055	AST	0	2	1	In Service		500	Gasoline
		AST			2	In Service		300	Diesel
Chestnut Ridge Park	6121 Chestnut Ridge Road Orchard Park, NY 14127	AST	0	1	5	In Service		1,000	Diesel
		AST			1	In Service		2,000	Gasoline
Como Park	2220 Como Park Blvd Lancaster, NY 14086	AST	0	2	2	In Service		1,000	Diesel
		AST			03	In Service		1,000	Diesel
Ellicott Creek Park	1 Ellicott Creek Drive Tonawanda, NY 14150	AST	0	2	4	In Service		1,000	Gasoline
		AST			01	In Service		1,000	Diesel
Elma Meadows Park & GC	1711 Girdle Road Elma, NY 14059	AST	0	2	02	In Service		1,000	Gasoline
		AST			01	In Service		1,000	Gasoline
Emery Park	2084 Emery Road South Wales, NY 14139	AST	0	2	02	In Service		1,000	Diesel
		AST			01	In Service		1,000	Diesel
Grover Cleveland GC	3781 Main Street Buffalo, NY 14226	AST	0	2	02	In Service		1,000	Diesel
		AST			02	In Service		1,000	Gasoline
Sprague Brook Park	9674 Foote Road Glenwood, NY 14069	AST	0	2	6	In Service		500	Diesel
		AST			01	In Service		1,000	Gasoline
Wendt Beach Park	7676 Old Lake Shore Road Derby, NY 14047	AST	0	2	1	In Service		1,000	Gasoline
		AST			2	In Service		1,000	Diesel
Erie County Community Colleges									
ECC City	121 Elwood Street Buffalo, NY 14203	AST	0	1	1	In Service		500	Diesel
		AST			N1	In Service		500	Gasoline
ECC North	6205 Main Street Williamsville, NY 14221	AST	0	2	N2	In Service		500	Diesel
		AST			68 334-305	In Service		10,000	#2 Fuel Oil
ECC South	4041 Southwestern Blvd Orchard Park, NY 14127	AST	1	2	88280A	In Service		1,000	Gasoline
		AST			88280B	In Service		1,000	Diesel
Vehicle Training Center (ECCS)	5885 Big Tree Road Orchard Park, NY 14127	AST	0	1	6	In Service		300	Waste Oil

Facility (Division of Sewerage Management)	Address	AST / UST	Total # of UST's	Total # of AST's	Tank #	Status	Installation Year	Capacity	Fuel Type
Northern Region Office	3789 Walcott Ave Lancaster, NY 14086	UST	2		1	In Service		2,000	Gasoline
		UST			2	In Service		1,000	Diesel
Southtowns WRRF	3690 Lakeshore Rd Buffalo, NY 14219	UST			7	In Service		20,000	Diesel
		UST			8	In Service		20,000	Diesel
		UST			9	In Service		20,000	Diesel
		AST			12	In Service		2,000	Gasoline
		AST			13	In Service		2,000	Diesel
		AST							
Broadway East Relief PS	5200 Broadway Lancaster, NY 14086	UST			1	In Service		1,000	Diesel
Depew PS	315 Borden Rd Depew, NY 14043	UST			1	In Service		3,000	Diesel
Vanderbilt PS	Behind House 67 Vanderbilt Ave	UST			1	In Service		1,000	Diesel
Dormance Ave PS	25 Dormance Ave Lackawanna, NY 14218	UST			1	In Service		4,000	Diesel
Lackawanna WRRF	260 Lehigh St Lackawanna, NY 14218	UST			2	In Service		1,000	Diesel
		UST			3	In Service		1,000	Gasoline
Lackawanna ORF	A Street off Dona St Lackawanna, NY 14218	UST			4	In Service		12,000	Sodium Hypochlorite
Big Sister Creek WRRF	8443 Lake Shore Rd Angola, NY 14006	AST			2	In Service		2,000	Gasoline
		AST			4	In Service		1,000	Diesel
		AST			6	In Service		5,000	Diesel

TOTAL TANKS UST AST
 without HOME 33 87
 29

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.

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

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 The Pump Doctor, Inc.

ADDRESS OF PRINCIPAL OFFICE STREET 2706 Hemlock Road

CITY Eden

AREA CODE 716 PHONE 992-3181 STATE NY ZIP 14057

Check one: CORPORATION ☒ PARTNERSHIP ☐ INDIVIDUAL ☐

INCORPORATED UNDER THE LAWS OF THE STATE OF New York

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

YES ☐ NO ☐

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

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.

Benjamin Appleton
Signature

Verification

STATE OF New York)
COUNTY OF Erie) SS:

A) Benjamin Appleton, being duly sworn, states he or she is the owner of (or a partner in) The Pump Doctor Inc, 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 5th
Day of August, 2020

Callie Appleton

MARJORIE ELLEN YALE
Notary Public, State of New York
Qualified in Erie County
Reg. No. 01YA6310043
My Commission Expires 8/18/2020

Division of Purchase
EEO Compliance Place Card

Date Sent 8/28/20

Buyer JK

Bid # 220173-002

Bid Title Maintenance/On-call Svcs - Erie County Fuel & Chemical Sites

Comments:

EEO Sign-off



Date 8/31/20

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

BID NO.: 220173-002
BID DATE: 8/18/2020

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

COMPANY: The Pump Doctor, Inc.
AUTHORIZED REPRESENTATIVE: Benjamin Appleton
ADDRESS: 2706 Hemlock Road Eden, NY 14057
TELEPHONE NUMBER: (716) 992-3181
BID NAME: Maintenance/On-Call Services - E.C. Fuel and Chemical Sites

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. (Gasboy) Factory - have no MBE/WBE companies certified in area.
2. (Veeder Root) Factory - have no MBE/WBE companies certified in area.
3. In Area
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 # _____

WAIVER RECOMMENDATION

COMPANY: The Pump Doctor, Inc.

ADDRESS: 2706 Hemlock Road Eden, NY 14057

TELEPHONE NUMBER: (716) 992-3181 BID NO.: 220173-002

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.

8/5/2020
DATE

Brian Appleby
SIGNATURE OF AUTHORIZED
COMPANY REPRESENTATIVE

Granted in Whole: _____

Granted in Part: _____

Comments:

[Signature]
DIRECTOR OF E.E.O.

8/31/2020
DATE



COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

TO: ALL BIDDERS
FROM: James D. Kucewicz, Buyer
Erie County Division of Purchase
DATE: August 14, 2020
SUBJECT: ADDENDUM NO. 3 Erie County Bid #220173-002
Maintenance/On-Call Services - Erie County Fuel Sites

The attention of all bidders is directed to the following changes in the above bid:

The bid opening date has been changed to Friday, August 21, 2020 at 11:00am.

The information on the attached sheet pertains to the bid specifications.

- 1) Section 1001.1 under the general scope refers to labor, parts, material, tools, equipment, electrical work, etc., however the only line item under this scope of work is hourly billing rate per hour. I assume this billing rate per hour is for onsite service call labor, vehicle, tools, as a required to conduct service calls and does not include any repair or replacement parts or other specialized equipment or material. Would these non-labor related items be billed/marked up using the cost plus profit percentage calculation as listed in item 4001.2? YES
- 2) Emergency service call outs may occur during evening, weekend, or holiday timeframes? Do we simply factor the NYS prevailing wage rates and potential additional costs for overtime into our 4001.1 standard hourly billing rate calculation? YES
- 3) When billing travel time on separate line on invoice, does the same 4001.1 hourly billing rate apply for onsite work as travel time? YES
- 4) In Section 4001.3 (Article III Testing), when conducting the Triennial Tests, which includes hydrostatic tightness testing, shall this pricing include the costs associated with offsite disposal of the testing waste water that would be generated at a NYSDEC Part 360 permitted facility and providing Erie County with disposal documentation to this effect? YES
- 5) In Section 4001.3 (Article III Testing), what is the basis or what soil testing methods are to be conducted? There are many tests to run on soil depending on the contaminant. For petroleum sites, generally EPA STARS Methods 8260 & 8270 apply for gasoline and diesel fuel clean up. Are these two test methods/soil tests the only test methods that apply to this line item? ALL TESTS MUST MEET EPA STANDARDS
- 6) Triennial Testing - Is the unit pricing for testing on a per tank basis or per device test basis on a tank? For instance, one tank (UST) is usually equipped with one piping containment sump and one 5-gallon fill port spill bucket and one overfill device (2 separate tests but can be conducted at same time on one tank)- Should each test be priced separately or is it a per tank basis? PER TANK
- 7) Triennial Testing - Facilities that have vehicle fueling are usually equipped with piping containment sumps under the fuel dispensers. Should testing of one or more sumps at the fuel dispenser be priced on a per sump basis as multiple tests? PER TANK
- 8) Annual Testing. This testing includes an annual walk through inspection, certification of the automatic tank gauging equipment and leak sensors. There may be multiple tanks at each site whereas the multiple tanks share the same gauge and leak monitoring equipment. Is the testing to be priced per tank or per facility? PER TANK



COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

TO: ALL BIDDERS
FROM: James D. Kucewicz, Buyer
Erie County Division of Purchase
DATE: August 17, 2020
SUBJECT: ADDENDUM NO. 4 Erie County Bid #220173-002
Maintenance/On-Call Services – Erie County Fuel Sites

The attention of all bidders is directed to the following changes in the above bid:

The following information pertains to the bid specifications.

In Article II – Qualifications / Requirements, it is stated in Section 2001.1

"All Erie County Fuel sites are Gas Boy/ Veeder Root Fuel Management Systems and Gas boy Fleet plus and Prime Systems. All work associated with the required system operations must be performed by Gas Boy / Veeder Root Factory Trained Certified Technicians (Current Documentation of Training of technicians must be submitted at time of bid) To insure the integrity and listings of the systems."

While, in the following Subpart 2001.2 "The bidder shall furnish with his bid, a statement that he has in his employ and under his supervision, the necessary certified personnel and he possesses resources located within the County of Erie, to properly fulfill all the services and conditions required under these specifications."

- Does this statement mean that the awarded bidding contractor's Gasboy/Veeder-Root Factory Trained Certified Technician will need to be the direct employer of the necessary certified personnel and not sub-contracted?

Factory Certified Technicians must be under direct employ of the contractor. No sub-contracting will be allowed.

Also, in Subpart 2001.3 "The contract will be awarded to a contractor whose primary business is fuel site Installation, maintenance, repair, restoration, DEC required testing and reporting." - In turn, should the awarded bidding contractor also be responsible to directly preform all the required services denoted in this section?

Section 2001.3 Awarded bidding contractor is directly responsible for performing all required services in this section.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/10/2020

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 M & T Insurance Agency, Inc 285 Delaware Avenue, Suite 4000 Buffalo NY 14202		CONTACT NAME: PHONE (A/C, No., Ext): 716-853-7960 FAX (A/C, No.): 855-595-4605 E-MAIL: CLSERVICING@mtb.com ADDRESS: CLSERVICING@mtb.com
INSURED The Pump Doctor 2706 Hemlock Road Eden NY 14057		INSURER(S) AFFORDING COVERAGE INSURER A: Beazley Ins Co Inc INSURER B: NGM Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 37540 14788

COVERAGES

CERTIFICATE NUMBER: 373390244

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		ADDITIONAL INSURED Y/N	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X	COMMERCIAL GENERAL LIABILITY	Y	ENC 0000363-03	9/6/2020	9/6/2021	EACH OCCURRENCE \$ 1,000,000	
		CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
							MED EXP (Any one person) \$ 25,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
		GEN'L AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE \$ 2,000,000	
		POLICY X PROJECT LOC					PRODUCTS - COMPROP AGG \$ 2,000,000	
		OTHER					\$	
B		AUTOMOBILE LIABILITY	Y	B2U0388T	9/6/2020	9/6/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	X	ANY AUTO					BODILY INJURY (Per person) \$	
		OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$	
	X	HIRED AUTOS ONLY	X				PROPERTY DAMAGE (Per accident) \$	
		SCHEDULED AUTOS					\$	
		NON-OWNED AUTOS ONLY						
A		UMBRELLA LIAB	X	ENX0000080-03	9/6/2020	9/6/2021	EACH OCCURRENCE \$ 5,000,000	
	X	EXCESS LIAB					AGGREGATE \$ 5,000,000	
		CLAIMS-MADE					\$	
		DED RETENTIONS						
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE	OTH. ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT	\$
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A		Pollution-Claims Made		ENC 0000363-03	9/6/2020	9/6/2021	Limit Per Claim	1,000,000
A		Professional-Claims Made		ENC 0000363-03	9/6/2020	9/6/2021	Limit Per Claim	\$1,000,000
							Aggregate-both lines	\$2,000,000

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

Blanket Contractual Liability applies under General Liability form.

COUNTY OF ERIE is included as Additional Insured under the General and Auto and Excess Liability if required by written contract.

CERTIFICATE HOLDER

COUNTY OF ERIE
95 Franklin St
Buffalo NY 14020

SEP 10 2020

IN LAW DEPARTMENT

CANCELLATION

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

[Signature]

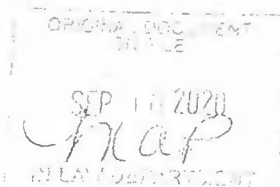
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225 OAK STREET BUFFALO, NEW YORK 14203 1685
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

300495732
M & T INSURANCE AGENCY INC
285 DELAWARE AVE SUITE 4000
BUFFALO NY 14202



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER THE PUMP DOCTOR INC 2706 HEMLOCK RD EDEN NY 14057		CERTIFICATE HOLDER COUNTY OF ERIE 95 FRANKLIN ST BUFFALO NY 14202	
POLICY NUMBER 8 928 247-6	CERTIFICATE NUMBER 628792	POLICY PERIOD 12/22/2019 TO 12/22/2020	DATE 12/11/2019

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 928 247-6 COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION

BENJAMIN WAPPLETON - PRESIDENT
1 OF 1 - THE PUMP DOCTOR INC

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER 249675003



Workers'
Compensation
Board

CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only):
THE PUMP DOCTOR INC
2706 HEMLOCK RD
EDEN NY 14057

1b. Business Telephone Number of Insured
(716) 941-6321

Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)

1c. Federal Employer Identification Number of Insured or Social Security Number

300455732

2. Name and Address of Entity Requesting Proof of Coverage
(Entity Being Listed as the Certificate Holder)

COUNTY OF ERIE
95 FRANKLIN STREET
BUFFALO NY 14020

3a. Name of Insurance Carrier

New York State Insurance Fund (NYSIF)

3b. Policy Number of Entity Listed in Box 1a

DBL 3149 93 - 8

3c. Policy effective period

07/01/2020

to

07/01/2021

4. Policy provides the following benefits

- ☒ A. Both disability and paid family leave benefits
☐ B. Disability benefits only
☐ C. Paid family leave benefits only

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law
☐ B. Only the following class or classes of employers' employees:

ORIGINAL DOCUMENT
ON FILE

SEP 10 2020

IN LAW DEPT

ENT

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 NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 8/6/2020

By

(Signature of Insurance Carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332

Name and Title Melissa Jensen, Director of Disability Insurance Unit

IMPORTANT If Box 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220. Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed

By

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number

Name and Title

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

NEW YORK STATE PREVAILING WAGE

*On contracts which are subject to New York Department of Labor Prevailing Wage laws and regulations, the contractor is required to submit certified payroll record every thirty (30) days after the issuance of your first payroll under this contract. Required forms are available at the New York Department of Labor's website <https://www.labor.state.ny.us/formsdocs/wp/pw12.pdf>.

This project's PRC# 2020007494.

In addition, if applicable, contractor is required to attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted and on each succeeding payroll where any new or additional employee is first listed.

Records are to be submitted as directed in your award letter.

Failure to submit the legally required records will result in delayed payments.

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: August 5, 2020

Brian Appleby
Signature

President
Title

The Pump Doctor, Inc.
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: August 5, 2020

Bruce Appleby
Signature

President
Title

The Pump Doctor, Inc.
Business Name

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: August 5, 2020

Beize Appelt
Signature

President
Title

The Pump Doctor, Inc.
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