



ERIE COUNTY

REQUEST FOR PROPOSAL (RFP)

To Provide Erie County with Household Hazardous Waste (HHW) and Conditionally Exempt Small Quantity Generator (CESQG) Collection and Management Services in Erie County.

October 27, 2022

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

County of Erie

REQUEST FOR PROPOSALS
RFP# 2202-043VF

I. INTRODUCTION

The County of Erie, New York (County) is currently seeking proposals from qualified firms interested in providing Erie County with Household Hazardous Waste (HHW) and Conditionally Exempt Small Quantity Generator (CESQG) Collection and Management Services in Erie County. Interested proposers are invited to respond to this Request for Proposals (RFP#2202-043VF).

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

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

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

II. PROPOSAL PROCEDURES

A. ANTICIPATED SCHEDULE OF PROPOSAL

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

| | |
|----------------------------|-------------------|
| RFP Advertisement Date | October 27, 2022 |
| RFP Questions Due | November 10, 2022 |
| RFP Question Response Date | November 14, 2022 |
| RFP Due Date | November 21, 2022 |

Contract Signed: January 2023 following all necessary County approvals.

All firms wishing to participate in this process must register electronically by sending an email to john.hood@erie.gov. All further information and contact from Erie County will be sent electronically.

B. GENERAL REQUIREMENTS

1. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation.
2. Please submit one (1) double-sided printed original and one (1) electronic copy of your work approach proposal package along with one (1) separate hard copy of the Cost Proposal on or before the date and time indicated in this announcement. Unsigned proposals will be rejected. Electronic submissions are to be in the form of portable data file (pdf) format and submitted on CD or USB flash drive. The cost proposal shall be submitted in a separately sealed envelope along with the work approach proposal.
3. Submission of the proposals shall be directed to:

Department of Environment & Planning
Attn: Nancy Brown
95 Franklin Street – Room 1053
Buffalo, New York 14202

All proposals must be delivered to the above office on or before **November 21, 2022 at 2:00 p.m.** Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.

4. Any requests for RFP interpretations should be made electronically to john.hood@erie.gov or in writing to the County of Erie, Department of Environment and Planning, Rath Building, 10th floor, 95 Franklin Street, Buffalo, NY 14202. No requests for oral interpretations via telephone will be accepted. A single response to all questions will be made as outlined in the schedule. **NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.**
5. No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.
6. Firms are encouraged to include Certified Minority and Women Owned Business Enterprises (MBE/WBE) in their teams in order to meet Erie County's goals of 15% MBE and 5% WBE participation. Certified MBE/WBE proposers should include the Erie County certification letter with the proposal.

7. This contract will be funded wholly or partially with state or federal funds, and as such, is subject to all federal rules and regulations pertinent thereto, including, but not limited to, state or federal policy of encouraging the participation of minority and women business enterprises as sources of suppliers, equipment, construction and services.
8. Upon execution of the contract between the County and the selected contractor, the contractor will be expected to complete the Erie County Equal Pay Certification as found in EXHIBIT “D”
9. All proposers submitting proposals must include a signed cost proposal in a separately sealed envelope clearly labeled with the proposer’s name, due date of proposal, and proposal name.
10. All contractors should understand that Erie County is committed to an open, fair, and transparent selection process. All RFP submissions will be reviewed, objectively scored, and ranked. After scoring, firms may be interviewed prior to recommendation for selection.
11. The highest ranking firm after scoring and/or interviews will be recommended to the Erie County Legislature for authorization to enter into contract. Scores and ranking of all firms will be provided to the Legislature and the results will, at that time, become public record.

III. SCOPE OF SERVICES REQUIRED

A. Overview

Required Service Request for Erie County Collection Events (A-1)

The intent of this Request for Proposal is to establish a contract with a licensed hazardous waste service contractor (contractor) to provide services for the collection, transportation, and recycling/disposal of household hazardous waste. This service will provide Erie County residents with a means to dispose of unusable/unwanted hazardous household products. Erie County is located in Western New York State with an approximate population of 931,000 residents. The contractor may be utilized, as part of this contract, to assist Erie County in providing additional hazardous waste collection and disposal services as part of a Conditionally Exempt Small Quantity Generator (CESQG) Program, or for the disposal of County generated hazardous waste. Contractor must maintain records of materials received, recycled and disposal and provide the records as part of billing to the County. Proposers are required to be PaintCare partners and incorporate New York State’s no-charge Paint Stewardship Law collection procedures into their proposal.

Optional Service Request for Erie County Voucher Program (A-2)

The County would also like to provide county residents with an option to drop-off household hazardous waste throughout the year at a NYSDEC permitted location in Erie County. Services requested from the contractor include providing the site, phone and web access for reservations,

and staff to accept and disposal of materials. Contractor must maintain records of materials received, recycled and disposal and provide monthly billing to the County including these records. This service request is optional and separate from the HHW collection events.

B. Background – Collection Events (A-1)

Erie County has provided single day HHW collection events to provide residents with the opportunity for disposal of HHW since 1988. There are expected to be three to four Household Hazardous Waste Collection events planned per year. The events will be conducted at New York State Department of Environmental Conservation (DEC) approved sites located throughout the County. Participating residents will be asked to bring specific acceptable wastes in original labeled containers for disposal.

Erie County's Household Hazardous Waste Collection program typically entails the collection of quantities of items such as, but not limited to: paints, stains, solvents, and pesticides from County residents. Recent approximations of average and peak single event participation and collection are provided for estimating purposes.

| Recent HHW Statistics | Average | Peak |
|---|----------------|-------------|
| Participants per HHW event | 400 | 700 |
| Supervisors | 2 | |
| Technicians | 15 | |
| | | |
| Paint (cubic yards)* | 25 | |
| | | |
| Acids/Bases/Oxidizers Lab Packs (55-gallon) | 40 | |
| Pesticides (pounds) | 7,500 | |
| Flammable Liquids (cubic yards) | 11 | |
| Flammable Solids CY) | 20 | |
| Aerosols (cubic yards) | 6 | |
| Dry Cell Batteries – NiMH, NiCd, Li-Ion (5-gallon) | 2 | |
| Propane Cylinders (cubic yards) | 2 | |
| Mercury (5 gallon) | 2 | |
| Fire Extinguishers (per unit) | 50 | |

*Note –Paint not included in bid, services will be paid directly by PaintCare

HHW collection events are scheduled on Saturdays from April through October. Hours for material drop off are from 8:30 a.m. to 1:00 p.m. Residents are required to make appointments through an online/call-in reservation system maintained by the County. Specific dates for collections are set at the time of contract execution.

Costs quoted for this Request for Proposals must be in effect for all events, which will be scheduled for calendar year 2023, with the potential for extension for two one-year extensions, at the discretion of Erie County.

Erie County reserves the right to include/exclude specific items for collection for each event. The contractor will be notified as to the type of material to be accepted for collection prior to the event. The final decision on the type and quantity of material accepted from residents at the collection events will be at the discretion of the County Program Manager. The County Program Manager also has the right to remove any material from the waste stream, which is collected during the event.

Erie County reserves the right to reject any and/or all of the proposals or prices provided without cause. The determination that any aspect of the submitted proposal does not satisfactorily meet criteria will be at the sole discretion of Erie County.

C. SCOPE OF SERVICES

A-1

- a. The contractor shall appoint a primary contact representative responsible for expediting the services provided by the contract and to serve as a liaison to Erie County.
- b. The contractor shall provide:
 - i. An on-site supervisor experienced and trained in safe practices and site management of household hazardous waste collection events, who shall direct the onsite operations of the contractor and conduct a safety meeting with staff, County employees and volunteers that includes emergency procedures, first aid kits and eye wash station locations, and personal protective equipment (PPE). Supervisors' resumes must be provided to Erie County as part of this bid submission.
 - ii. Sufficient number of technicians experienced and trained to accept, classify, segregate, inventory, bulk, and package the collected waste. Contractor staff shall be responsible for the removal of waste materials from residents' vehicles and the identification of unlabeled waste. Specific contractor staffing requirements for each event will be as directed by the County Program Manager approximately two weeks prior to the event.
 - iii. Personal protective equipment for contractor's personnel including, but not limited to Tyvek suits, aprons, gloves, safety glasses, etc.
 - iv. Any tents, tables, ground covering plastic, tape, etc. necessary for set up of receiving, bulking, and packaging areas.
 - v. A sufficient number of containers, which comply with appropriate New York State Department of Environmental Conservation (NYSDEC) and

New York State Department of Transportation (NYSDOT) requirements for the transportation and disposal of collected waste materials.

- vi. Sufficient absorbent packing material required to properly package the collected waste for transport and offsite disposal.
- vii. A vehicle(s) properly licensed and placarded with the capacity to safely transport the waste materials which will be generated by these collection events.
- viii. Adequate spill control equipment, material, and supplies.
 - ix. Tools, drum dollies, and other equipment necessary to package, seal, move, and load/unload both filled and empty drums.
 - x. Sufficient inventory forms and hazardous waste labels, placards, and manifests for packaging, transporting, and disposal of collected wastes.

LIST OF ERIE COUNTY RESPONSIBILITIES

In an effort to maximize program effectiveness and to fully utilize the capabilities of the County's resources, Erie County will be responsible for the following items.

- i. Securing sites suitable for the waste collection events.
- ii. Submitting an acceptable plan for approval by the New York State Department of Environmental Conservation to hold the collection event.
- iii. Notifying the necessary State, County, Municipal and local parties affected by such a collection event.
- iv. Notifying and coordinating with local emergency response authorities including Local HazMat Response Teams, Fire Departments, Police, Hospitals, etc.
- v. All advertising, promotion, traffic control, site communication, surveying, soliciting of participants and sponsors, and/or registering of participants.
- vi. Supervising all County, Municipal, and volunteer staff assisting at the event.
- vii. Designating and providing a County site coordinator for the event.
- viii. Contracting for dumpsters for the disposal and recycling of nonhazardous event related waste.
- ix. Coordinating with local recycling firms for select non-hazardous materials.

A-2 (Optional Service – Erie County Voucher Program)

D. SCOPE OF SERVICES

A-2

- a. The contractor shall have a DEC permitted facility in Erie County (the site) to accept household hazardous waste from Erie County residents.
- b. The contractor must maintain reservation service both on-line and by phone calls (during regular business hours).
- c. The contractor shall designate a primary contact representative responsible for expediting the services provided by the contract and to serve as a liaison to Erie County.
- d. The contractor shall provide:
 - i. Regular days and hours in which residents are able to bring HHW to the site as per their voucher appointment.
 - ii. Accept up to 50 pounds of eligible material from residents to be billed to the Erie County Voucher program.
 - iii. The eligible material list will be agreed upon between Erie County and the contractor.
 - iv. The data regarding materials collected will be input into a spreadsheet and included with a monthly invoice.

Proposal should include estimates of the number of residents that can be accommodated daily and annually and should include a description of how residents can register for service. It is preferred that reservation information can be accepted from residents both on-line and via phone.

The Contractor running the Erie County Voucher Program is required to be a PaintCare partner and incorporate New York State's no-charge Paint Stewardship Law collection procedures into their proposal.

IV. STATEMENT OF RIGHTS

A. UNDERSTANDINGS

Please take notice, by submission of a proposal in response to this request for proposals, the proposer agrees to and understands:

- that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the County of Erie and is not a bid under Section 103 of the New York State General Municipal Law;
- submission of a proposal, attachments, and additional information shall not entitle the proposer to enter into an agreement with the County of Erie for the required services;

- by submitting a proposal, the proposer agrees and understands that the County of Erie is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- Upon execution of any contract between the proposer and the County, the proposer will be required to agree that neither it nor any consultant, subconsultant, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status or any other status protected by New York State or Federal laws during the term of or in connection with this Agreement.
- that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County of Erie, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Erie County Legislature, and the Office of the Erie County Attorney.

In addition to the foregoing, by submitting a proposal, the proposer also understands and agrees that the County of Erie reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:

- To reject any or all proposals;
- To issue amendments to this RFP;
- To issue additional solicitations for proposals;
- To waive any irregularities in proposals received after notification to proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;
- To interview the proposer(s);

- To request or obtain additional information the County deems necessary to determine the ability of the proposer;
- To modify dates;
- All proposals prepared in response to this RFP are at the sole expense of the proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- While this is a RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding contractor responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals **MUST** arrive at the place specified herein and be time stamped prior to the deadline.

B. EVALUATION

All proposals received in response to this Request for Proposals will be reviewed by an evaluation committee consisting of representatives from the Department of Environment and Planning, and such other County personnel as County may in County's sole discretion include.

The evaluation criteria that the committee will utilize will consider, but may not be limited to, the following factors:

Proposers should include the following criteria:

1. Compliance with the Request for Proposals requirements;
2. Demonstrative experience and ability to fulfill the requirements contained in the Request for Proposals;
3. Qualifications and resumes of team personnel, including sub-contractors;
4. Staff availability to perform tasks, including experience and ability to have a fixed number of staff dedicated to provide services;
5. Proposed plan and methodology to achieve desired results;
6. Proposed cost based on the prices provided in the **SERVICE SCHEDULE COST SHEET (Exhibit B)**.
7. References and other factors which the County considers relevant.

C. SELECTION

The relative weight that will be applied to the evaluation of the proposals shall be thirty (30) percent for cost and seventy (70) percent for technical and other components.

Proposals which are incomplete and missing key components necessary to fully evaluate the proposal may, at the sole discretion of the review committee, be rejected from further consideration due to “non-responsiveness” and rated non-responsive. Proposals providing responses to all sections will be eligible for detailed analysis.

D. CONTRACT

After selection of the successful proposer, a formal written contract will be prepared by the County of Erie and will not be binding until signed by both parties and, if necessary, approved by the Erie County Legislature and the Office of the County Attorney. **NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE ERIE COUNTY LEGISLATURE AND/OR THE ERIE COUNTY FISCAL STABILITY AUTHORITY FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE AND/OR AUTHORITY MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.**

E. INDEMNIFICATION AND INSURANCE

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

In addition to, and not in limitation of the insurance requirements contained herein the Contractor agrees:

The Contractor agrees: that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Contractor shall defend, indemnify and hold harmless the County, its officers, employees, and agents from and against the Contractor’s proportional share of liability, damage, claim, demand, cost, judgment, fee, attorneys’ fees, or loss which the County may sustain, be subject to, or be caused to incur because of or as a result of (a) any wrongful act, error, or omission of the Contractor or third-parties under the direction or control of the Contractor; or (b) any willful misconduct of the Contractor or third parties under the direction or control of the Contractor; or (c) any infringement of any claimed copyright or patent right of designs, plans, drawings, or specifications furnished by the Contractor or its subconsultant. Nothing contained herein shall create or give to third parties any claim or right of action against the County or the Contractor beyond such as may legally exist without regard to this provision.

Upon execution of any contract between the proposer and the County, the proposer will be required to provide proof of the insurance coverage. Insurance coverage in amount and form shall not be deemed acceptable until approved by the County Attorney.

The Contractor shall obtain and maintain at its own cost and expense, the following insurance coverage, with insurance companies licensed in the State of New York, naming the County as additionally insured where indicated, as provided and described in EXHIBIT "C", entitled "INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE", which is attached hereto and incorporated herein. The Consultant shall submit a standard insurance certificate evidencing the coverage required herein, and after approval by the Erie County Department of Law, said Certificate(s) shall be attached hereto and made apart hereof this Agreement. Any default of the terms of this provision shall render this Agreement void and of no effect.

The Contractor agrees that the General Liability, Automobile Liability, Professional Liability and Excess "Umbrella" Liability policies shall name the County as an additional insured. The Contractor agrees that insurance certificates required under this Agreement shall state that prior to cancellation, non-renewal or material change of the policies of insurance, at least thirty (30) days advance written notice shall be given to the County.

F. NON-COLLUSION

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the County of Erie, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

G. CONFLICT OF INTEREST

All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County of Erie. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

There shall be no conflicts in existence during the term of any contract with the County. The existence of a conflict shall be grounds for termination of a contract.

H. COMPLIANCE WITH LAWS

By submitting a proposal, the proposer represents and warrants that it is familiar with all federal, state and local laws and regulations and will conform to said laws and regulations. The

preparation of proposals, selection of proposers and the award of contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

I. EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does the County have to accept or reject the proposal under the terms proposed).

EXHIBIT "A"

PROPOSER CERTIFICATION

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

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

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

Proposer Name:

By:

Name and Title

Date:

“EXHIBIT “B”

SERVICE SCHEDULE PRICE SHEET – B-1

Proposer must include prices for unit costs for all items listed below.

| DESCRIPTION | ACTIVITY | UNIT | PRICE PER ITEM |
|---|---------------------------------------|----------------|----------------|
| 1.0 Personnel | | | |
| | 1.1 Supervisor | Daily Rate | |
| | 1.2 Technicians | Daily Rate | |
| 2.0 Analytical (Waste Characterization) | | Per Sample | |
| 3.0 Package, Manifest, Transportation, Disposal | | | |
| | 3.1 Lab Packs (acids/bases/oxidizers) | 55-gallon drum | |
| | 3.2 Pesticides | Pound | |
| | 3.3 Flammable Liquids | 55-gallon drum | |
| | 3.4 Flammable Solid | 5 gallon pail | |
| | 3.5 Resins/Adhesives | Cubic yard box | |
| | 3.6 Aerosols | Cubic Yard box | |

| | | | |
|--|--|------------------|--|
| | 3.7 Dry Cell Batteries | (NiCad, Li, etc) | |
| | 3.8 Propane Cylinders (non-refillable) | Cubic yard box | |
| | 3.9 Mercury | 5 gallon pail | |
| | 3.10 Fluorescent Tube Light Bulbs | Unit | |
| | 3.11 Compact Fluorescent Bulbs | Unit | |
| | 3.12 Fire Extinguisher | Unit | |

*** If prices are submitted for units other than those shown, proposer must provide a conversion factor for comparison purposes.**

SERVICE SCHEDULE PRICE SHEET for Erie County Voucher Program B-2

Proposer may include an aggregate price per pound for all acceptable HHW.

| DESCRIPTION | ACTIVITY | UNIT | PRICE PER ITEM |
|---|--|------|----------------|
| 1.0 Package, Manifest, Transportation, Disposal | Per Pound Price for all eligible materials OR prices for item types | | |

*** If prices are submitted for units other than those shown, proposer must provide a conversion factor for comparison purposes.**

| | | | | | | | |
|--------------------------------------|----------------------------------|------------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| Disability Benefits | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY |
| Professional Liability | | | \$2,000,000 | | | | |
| Erie County, To Be Named Add'l Insd. | Gen. Liab., Auto Liab., & Excess | Broad Form Vendors May Be Required | Gen. Liab., Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess |

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

Workers Compensation
Forms

DBL (Disability
Benefits Law) Forms

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

| | |
|----------|--------------|
| CE-200 | Exemption |
| DB-120.1 | Insurers |
| DB-155 | Self Insured |
| | |
| | |

- XII. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.

EXHIBIT D

Erie County Equal Pay Certification



COUNTY OF ERIE

MARK C. POLONCARZ

COUNTY EXECUTIVE

Executive Order #13

Pay Equity Certification on County Contracts

WHEREAS, federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964 and Federal Executive Order 11246 of September 24, 1965 (Equal Employment Opportunity) (together "Federal Equal Pay Law"), requires that men and women in the same workplace be given equal pay for equal work; and

WHEREAS, Section 194 of New York State Labor Law ("NYS Equal Pay Law") prohibits compensating men and women differently for the same work; and

WHEREAS, on average, a full-time working woman in New York State earns just 85 cents for every dollar that a man earns and the pay gap is even greater for African-American and Latina women; and

WHEREAS, females make up nearly fifty-two percent of Erie County's population; and

WHEREAS, women make up nearly half of the U.S. labor force and are a growing number of breadwinners in their families; and

WHEREAS, this pay differential shortchanges women and their families by thousands of dollars a year, and potentially hundreds of thousands of dollars over a lifetime, presenting a lifelong threat to those families' economic security and reducing their earnings through Social Security and other post retirement plans; and

WHEREAS, poverty is recognized as a leading cause of or contributing factor to many social problems, including but not limited to substance abuse, domestic violence, child abuse, improper nutrition, obesity, improper health care and criminal conduct; and

WHEREAS, the impact of pay differentials is exacerbated as workers age, causing underpaid workers to disproportionately rely upon various forms of public support in their retirement years; and

WHEREAS, pay inequity can significantly impact the County, necessitating the provision of various public subsidies for low income residents and leading to the lack of receipt of income by women residents which would be spent in our local economy; and

WHEREAS, through the enforcement of current state and federal laws that ban unequal pay for equal work, Erie County can help ameliorate the many negative consequences of pay inequality, thereby improving the lives of those who might otherwise be underpaid, strengthening families and protecting children, and reducing the demand for public services, all positively impacting county, state and federal budgets.

NOW, THEREFORE, I MARK C. POLONCARZ, Erie County Executive, by virtue of the authority vested in me by the Erie County Charter § 302, do hereby order as follows:

1. It is ordered that on and after January 1, 2015, all Erie County offices, departments and administrative units, including but not limited to the Division of Purchase, fully implement a requirement in all bids, requests for proposals and other contract solicitations that the contractor submit an Erie County Equal Pay Certification which certifies the contractor's compliance with Federal Equal Pay Law and New York State Equal Pay Law (together, the "Equal Pay Laws"). Such certification shall be required prior to execution of the contract; and it is,

2. Further ordered that such certification shall include a representation by the contractor that it has not been the subject of an adverse finding under the Equal Pay Laws within the previous five years and shall include disclosure of any currently pending claims against the contractor; and it is,

3. Further ordered that violation of any provision of the Equal Pay Laws during the effective period of such a contract or the filing of a false or misleading Erie County Equal Pay Certificate may constitute grounds for immediate termination of such a contract; and it is,

4. Further ordered that violation of any provision of the Equal Pay Laws during the effective period of such a contract or the filing of a false or misleading Erie County Equal Pay Certificate may constitute grounds for determining a bidder or responder is not qualified to participate in future County contracts; and it is,

5. Further ordered that the Law Department prepare an Erie County Equal Pay Certification for use by Erie County offices, departments and administrative units and assure compliance with this Executive Order in the contract approval process; and it is,

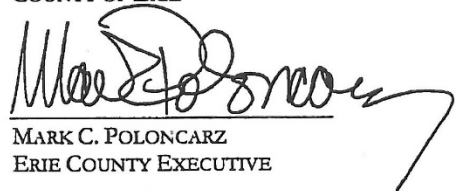
6. Further ordered that the County Division of Equal Employment Opportunity ("EEO") establish a procedure for compliance monitoring and periodic auditing of certification records; and it is,

GIVEN, under my hand and the Privy Seal of the County of Erie in the City of Buffalo this 6th day of November, in the year two thousand fourteen.



COUNTY OF ERIE

BY:


MARK C. POLONCARZ
ERIE COUNTY EXECUTIVE

Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together "Equal Pay Law"). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law.

Signature

Verification

STATE OF _____)
COUNTY OF _____) SS:

A)
_____, being duly sworn, states he or she is the owner of (or a partner in) _____, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B)
_____, being duly sworn, states that he or she is the (Name of Corporate Officer) _____, of _____, (Title of Corporate Officer) _____ (Name of Corporation)

the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this _____ Day of _____, 20____

Notary Public