



ERIE COUNTY

REQUEST FOR PROPOSALS (RFP) SUBSIDIZED RAIN BARREL AND COMPOST BIN SALES (Revised Specifications)

RFP# A2023-027VF

May 10, 2023

DEPARTMENT OF ENVIRONMENT & PLANNING

95 FRANKLIN STREET

BUFFALO, NEW YORK 14202

**NOTICE OF INVITATION
TO SUBMIT A PROPOSAL FOR
PROFESSIONAL SERVICES**

Proposals are requested by the Erie County Department of Environment and Planning for Subsidized Rain Barrel and Compost Bin Sales in targeted municipalities in Western New York.

To obtain a copy of the RFP guidelines, please visit the following website after **May 10, 2023**: www2.erie.gov/purchasing/index.php?q=requests-proposals-amp-construction-bids. Alternatively, you may call Mary MacSwan at 716-858-7583 or email to: Mary.MacSwan@erie.gov if you would like to request a hard copy.

In accordance with Local Law No. 6, proposals are hereby invited for the project. Proposals are to be submitted in the exact format detailed in the request for proposals (RFP).

- A pre-bid meeting will be held virtually on **May 16, 2023** at 10:30 AM. This meeting is not mandatory. To receive a link to this meeting, please email Mary MacSwan at Mary.MacSwan@erie.gov on or before **May 15, 2023**.
- Written questions for clarification will be due by 2:00 PM on **May 16, 2023**.
- To receive Erie County's written responses to questions, please email Mary MacSwan at Mary.MacSwan@erie.gov on or before **May 15, 2023**.
- Erie County will respond to written requests on or before **May 19, 2023**.
- Proposals will be due by 1:00 PM on **May 26, 2023**.

This invitation does not commit Erie County, or its Department of Environment and Planning to accept any priced proposal, nor does it obligate Erie County for any costs associated with preparing or submitting proposals.

By: Daniel Castle, AICP
Commissioner
Department of Environment and Planning

County of Erie, New York
REQUEST FOR PROPOSALS

RFP# A2023-027VF

**TO PROVIDE PROFESSIONAL SERVICES FOR SUBSIDIZED
RAIN BARREL AND COMPOST BIN SALES**

1. INTRODUCTION

Erie County is seeking a Contractor that distributes rain barrels and backyard compost bins to run subsidized sales for up to 3 years (or until subsidy funds are depleted). Erie County has two (2) separate and distinct grants to subsidize the sale of rain barrels and compost bins to households in targeted municipalities and/or zip codes. Grant #1: Provides a 50% subsidy in 5 municipalities for rain barrels and compost bins. Grant #2: Provides a 75% subsidy in 7 municipalities for rain barrels only. There are two (2) municipalities that are eligible for both subsidies.

Contractors are encouraged, but not required, to schedule the sales as separate events, starting with the Grant #1: 50% subsidy first. Grant #1 sales may be open to the public for both subsidized and non-subsidized sales, if it is a separate, stand alone event. Grant #2 sales will be limited to subsidized purchases exclusively, due to the potentially high volume of sales that the significant savings and available funds will allow.

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

Issue RFP:	May 10, 2023
Non-mandatory Pre-Bid Meeting (virtual)	May 16, 2023
Written Requests for Clarification	May 16, 2023
Written Responses to Requests	May 19, 2023
Proposals Due:	May 26, 2023
Contract Signed:	Following all necessary County approvals.

2. GENERAL INFORMATION AND REQUIREMENTS

- A. Firms are encouraged to include Certified Minority and Women Owned Business Enterprises (M/WBE) in order to meet the combined goal of 30% participation.
- B. **Proposers MUST sign the Proposal Certification attached hereto as Exhibit “A”. Unsigned proposals will be rejected.**
- C. **One (1) original and three (3) copies shall be submitted. Proposals MUST be signed. Unsigned proposals will be rejected. 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.**

- D. All firms wishing to participate in this process must register electronically to Mary.MacSwan@erie.gov by May 15, 2023. All further information and contact from Erie County will be sent electronically.
- E. **ERIE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY INFORMALITIES THEREIN**
- F. 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.
- G. Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Those proposers will be notified to arrange specific times.
- H. 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.
- I. 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.
- J. 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.

3. SCOPE OF WORK

Erie County is seeking a contractor that distributes backyard rain barrels and compost bins to run subsidized sales for up to 3 years (or until subsidy funds are depleted). Erie County has two (2) separate and distinct grants to subsidize the sale of rain barrels and compost bins to households in targeted municipalities and/or zip codes.

Grant #1: Provides a 50% subsidy in 5 municipalities for rain barrels and compost bins.

Funds available: \$25,000.

Grant #2: Provides a 75% subsidy in 7 municipalities for rain barrels only.

Funds available: \$145,000.

There are two (2) municipalities that are eligible for both subsidies. Contractors are encouraged, but not required, to schedule the sales as separate events, starting with the Grant #1: 50% subsidy first. Grant #1 sales may be open to the public for both subsidized and non-subsidized sales, if it is a separate, stand alone event. Grant #2 sales will be limited to subsidized purchases exclusively, due to the potentially high volume of sales that the significant savings and available funds will allow. See table below.

Grant #	Available Funds	Subsidy	Eligible Municipalities	Primary Product(s)	Non-Subsidized Allowed?
Grant #1	\$25,000	50%	5	Rain barrels & compost bins	Yes
Grant #2	\$145,000	75%	7	Rain barrels only	No

Erie County will provide a single distribution location and work directly with the selected Contractor to ensure the site is appropriate for shipping, customer pick up and short-term storage, should that be necessary.

In addition to addressing the Scope of Work presented, proposals must include all information requested in Section 4. General Proposal Requirements. Information provided should be as detailed as possible such that proposal reviewers will have a clear understanding of: 1) the methodology to be employed for the entire process; 2) any variations in approach due to the separate sales/subsidies; and, 3) the difference in cost that each of the three requested shipping/distribution options present.

A. Description

1. Coordinate sales for up to three (3) years (or until subsidy funds are depleted)
 - a. Set up a sale webpage
 - Limit subsidy to specific municipalities and/or zip codes (Erie County will provide a list)
 - Charge and pay NYS sales tax
 - Confirm purchase with customer, including pick up site details as per County information to be provided before going live with sale page
 - b. Selected Contractor will be the first point of contact for customer inquiries. Inquiries that cannot be answered by the selected Contractor will be forwarded to the Erie County project manager to address.
 - c. Provide educational resources on assembly, installation and use of compost bins and rain barrels, and how-to guidance on home composting.
2. Work directly with manufacturer(s) to obtain each product listed below:
 - a. Compost bin (80 gallon capacity)
 - b. Compost bin accessories: turner, rodent screen
 - c. Rain barrel (55 gallon capacity)

Provide detailed product specification information that includes product image, capacity and dimensions for each item listed above.

3. Shipping and/or distribution

At a minimum, the Contractor must provide a detailed description of their methodology, and submit pricing, for at least three shipping and/or distribution possibilities as follows:

 - a. Shipping via truck with lift gate and pallet jack; all pallets must be unloaded by driver and moved into garage bay. Erie County staff will distribute to customers.

- b. Delivery of product as a trailer drop (must have lift gate) for 1-2 weeks. Shipping container drop is also acceptable. Erie County staff will distribute to customers during that time frame. Product must be loaded such that all items contained are accessible without unloading the contents to reach them (i.e. rain barrel pallets along one side, front to back linear; compost bins along the other side, front to back linear).
- c. Plan and execute shipping and distribution to purchasers; includes unloading truck throughout a 1 or 2 day event; Erie County will provide up to 4 staff people to assist with product distribution to customers only (will not unload pallets from truck or unwrap/unpack pallets). Contractor will need to provide additional staffing.
- d. In recognition of the experience and expertise of Contractors submitting proposals, additional shipping/distribution options can be presented, however, all three presented above must also be included.

This section must also include: staffing recommendations based on “x” number of customers picking up; and, based on that staffing level, an estimate of the number of customer pick ups that could be completed in 6 hours.

B. Cost Quotes

1. Submit individual cost quotes for each shipping/distribution option (a, b, c, and d) listed above, in a single sealed envelope.
2. Shipping and distribution costs should be itemized in the quotes to reflect the difference that each of the options listed above entails.
3. Identify costs associated with the lift gate and/or trailer drop option.
4. Webpage cost should be itemized.
5. Cost to be charged per unit for compost bins, compost bin accessories, and rain barrels should be stated.
6. M/WBE Goals: 30% overall goal: The combined goal for Minority/Women Business Enterprise participation is 30%. Firms participating in this capacity must be registered as MBE or WBE in New York State.

4. GENERAL PROPOSAL REQUIREMENTS

A. Experience of Firm/Project Team

1. Firms, or their principals, responding to this RFP should include an organizational chart, identifying the project manager and team members, with their titles and roles.
2. Indicate if this would be a joint venture proposal with another professional organization. The reasons for a joint venture should be presented.

B. Experience, Depth and Breadth of Personnel

1. Present your special expertise for the project and how your firm's experience/expertise would best serve the County.
2. Provide a narrative description of similar projects within the last five years giving the client, the name and phone number of the person to whom you were accountable, itemization with quantity of product(s) that were sold, and the size of the project in dollars.
3. Include a matrix table that summarizes the listed projects, the client, the name and phone number of the person to whom you were accountable, itemization with quantity of product(s) that were sold, and the size of the project in dollars.

C. Approach and Methodology

1. Describe your firm's technical approach for completing the Scope of Work.
2. Insofar as you propose a role for County personnel for this project, state clearly the level of effort or task you would expect the County to provide.
3. In order to earn credit for M/WBE participation, the M/WBE firm must be certified with New York State. Indicate which M/WBE subcontractors you would propose to use on this project and why. Show what percentage of work is proposed to be assigned to M/WBE subcontractors. If your firm is also an Erie County-certified M/WBE firm, please state here and include self-performed work in the calculation of M/WBE utilization.
4. Identify any assumptions made that may affect the proposed project cost.

D. Cost and Budget

1. The project is funded exclusively by two (2) grants. Grant #1 (\$25,000) provides a 50% subsidy in 5 municipalities for rain barrels and composters. Grant #2 (\$145,000) provides a 75% subsidy in 7 municipalities for rain barrels only.
2. The priced proposal is to be for the entire project as described in this RFP and the Scope of Work. Exceptions or limitations in your proposal shall not be placed in the sealed priced proposal unless clearly described in the written proposal. Respondents are advised that all priced proposals are subject to negotiation at the discretion of County.
3. The contract will be a fixed price or lump sum cost contract. Therefore, the scope of services proposed are inclusive of all expenses.
4. In a separately sealed envelope identifying your firm and the project and marked "CONFIDENTIAL - Pricing Information - submit one (1) copy of your priced proposal. See Part 3. Scope of Work for specific guidance on the content of the cost proposal

E. Schedule

The anticipated schedule for the RFP is:

Issue RFP:	May 10, 2023
Non-mandatory Pre-Bid Meeting (virtual)	May 16, 2023

Written Requests for Clarification
Written Responses to Requests
Proposals Due:

May 16, 2023
May 19, 2023
May 26, 2023

5. SCORING, RANKING AND SELECTION

All Proposals, timely received and complete, will be evaluated and ranked by a selection committee comprised of staff from Erie County. The committee will review and evaluate the proposal submissions based upon the requirements stated in the body of this RFP and in accordance with the following criteria:

- Clear understanding of the Scope of Work 30%
- Experience and qualifications of proposed team 25%
- Experience of firm and team with similar kinds of projects and/or work 25%
- Percentage of proposed M/WBE Participation 10%
- Proposal printed double-sided 10%

See also Part 7. "Statement of Rights", specifically "Evaluation" for additional information related to evaluation criteria.

When the evaluations of the written proposals are complete, all priced proposals will be opened.

6. SUBMISSION OF PROPOSALS:

- A. All firms wishing to participate in this process must register electronically to Mary.MacSwan@erie.gov by May 15, 2023. All further information and contact from Erie County will be sent electronically.
- B. Respondents are encouraged to be as concise as possible in their responses.
- C. **Proposers MUST sign the Proposal Certification attached hereto as Exhibit "A". Unsigned proposals will be rejected.**
- D. **One (1) original and three (3) copies shall be submitted. Proposals MUST be signed. Unsigned proposals will be rejected. 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. Submissions that are not printed double-sided will be rejected.**
- E. **Proposals must be received at the below address no later than 1:00 PM, May 26, 2023:**

**Mary MacSwan, Project Manager
Erie County Department of Environment and Planning
95 Franklin Street – Room 1076
Buffalo, New York 14202**
- F. The County does not assume the responsibility or liability for costs incurred by firms responding to this RFP or to any subsequent requests for interviews, additional information, submissions, etc. prior to issuance of a contract.

- G. Any requests for RFP interpretations should be made electronically to Mary MacSwan at Mary.MacSwan@erie.gov no later than 2:00 p.m. on May 16, 2023. 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.
- H. All consultants 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. Short listed firms may be interviewed prior to recommendation for selection.
- I. The highest ranking firm after scoring and 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.
- J. Proposing firms should understand that to provide for this open and transparent process, more time will be required. The timeframe from advertisement to contract execution may be up to five months. Consultants should consider this when scheduling staff time and anticipating project commencement.

7. 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;
- 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, the Erie County Fiscal Stability Authority, and the Office of the Erie County Attorney;
- In addition to the foregoing, by submitting a proposal, the proposer also understands and agrees that 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 bidder 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

The following criteria, not necessarily listed in order of importance, will be used to review the proposals. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate:

- Proposer's demonstrated capability to provide the services.
- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.

- Proposer’s experience to perform the proposed services.
- Proposer’s financial ability to provide the services.
- Evaluation of the proposer’s fee submission. It should be noted that while price is not the only consideration, it is an important one.
- A determination that the proposer has submitted a complete and responsive proposal as required by this RFP.
- An evaluation of the proposer’s projected approach and plans to meet the requirements of this RFP.
- The proposer’s presentation at and the overall results of any interview conducted with the proposer.
- Proposers MUST sign the Proposal Certification attached hereto as Exhibit “A”. Unsigned proposals will be rejected.
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

C. Contract

After selection of the successful proposer, a formal written agreement 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 FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.**

D. Indemnification and Insurance

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

In addition to, and not in limitation of the insurance requirements contained herein:
 The Consultant agrees that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Consultant shall defend, indemnify and hold harmless the County, its officers, employees, and agents from and against the Consultant’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 Consultant or third-parties under the direction or control of the Consultant; or (b) any willful misconduct of the Consultant or third parties under the direction or control of the Consultant; or (c) any infringement of any claimed copyright or patent right of designs, plans, drawings, or specifications furnished by the Consultant or its sub-consultant. Nothing contained herein shall create or give to third parties any claim or right of action against the County or the Consultant 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 described in Exhibit “B”.

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

E. Intellectual Property Rights

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

All deliverables created under this Agreement by the Consultant are to be considered “works made for hire”. If any of the deliverables do not qualify as “works made for hire”, the Consultant hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Consultant agrees to assist the County, if required, in perfecting these rights. The Consultant shall provide the County with at least one copy of each deliverable.

The Consultant agrees to indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Consultant agrees to enable the County’s continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records compiled by the Consultant in completing the work described in this Agreement, including but not limited to written reports, source codes, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Consultant may retain copies of such records for its own use.

F. Non-Collusion

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the County of Erie, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the

agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

G. Conflict of Interest

All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County 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 applicable federal, state and local laws and regulations and will conform to said laws and regulations. The preparation of proposals, selection of proposers and the award of contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

I. Contents of Proposal

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84 et seq., mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

- a) insert the following notice in the front of its proposal:

NOTICE

The data on pages ___ of this proposal identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer's competitive position.

The proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the County considers proper under the law. If the County enters into an agreement with this proposer, the County shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.

and

- b) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page " * **THE PROPOSER BELIEVES THAT THIS**

INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW."

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The contents of the proposal which is accepted by the County, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

J. Effective Period of Proposals

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than 365 days from the proposal date.

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.

By: _____
Proposer Signature

Name (Print)

Title

EXHIBIT "B"

STANDARD INSURANCE PROVISIONS

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

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

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

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

DBL (Disability Benefits Law) Forms

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.

County of Erie Standard Insurance Certificate



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME	
	PHONE (A/C No, Ext)	FAX A/C No.
EMAIL ADDRESS		
PRODUCER CUSTOMER ID #		
INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	INSUR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes describe under DESCRIPTION OF OPERATIONS below					WC STATUTORY LIMITS: <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACCORD 131, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER County of Erie 95 Franklin St Buffalo NY, 14202	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

X. FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate _____

Purchase Order or Contact Number _____

Vendor Insurance Classification _____