



ERIE COUNTY
REQUEST FOR PROPOSAL (RFP)
LAW ENFORCEMENT SPECIAL OPERATIONS TRAINING TO
COUNTER DOMESTIC VIOLENT EXTREMISTS AND DOMESTIC
TERRORISM

RFP#: 2024-021VF

March 13, 2024

DEPARTMENT OF HOMELAND SECURITY & EMERGENCY SERVICES
ERIE COUNTY PUBLIC SAFETY CAMPUS
45 ELM STREET
BUFFALO, NEW YORK 14203
COUNTY OF ERIE
REQUEST FOR PROPOSALS

1. Introduction

The County of Erie, New York ("Erie County") is seeking proposals from qualified firms ("Consultant"), to provide training and services specific to operational response to domestic terrorism and domestic violent extremism, and those techniques to be applied within the law enforcement field.

The project will be funded by Erie County via the 2021 State Homeland Security Program (SHSP) Grant fulfilling the mission set forth through New York State Division of Homeland Security and Emergency Services (NYS DHSES) Grant Program.

Following the May 14, 2022 domestic terrorist attack in Buffalo NY, law enforcement agencies nationally and locally have become intimately aware of the potential for future attacks by Domestic Violent Extremists (DVE). It is the goal of the Erie County Department of Homeland Security and Emergency Services (ECDHSES) to partner with Law Enforcement to prepare a functional operational response in the event of another act of domestic terrorism. ECDHSES in conjunction with federal, state, and local partners are obligated to effectively respond to all terrorist incidents, including those perpetrated by Domestic Violent Extremists within our local or regional jurisdiction. The goal of Erie County is to build the necessary resiliency and proficiency to combat acts of domestic terrorism.

2. Background and General Description of the Project

In 2017, the New York State Division of Homeland Security and Emergency Services (NYS DHSES) partnered with major upstate urban areas including the Buffalo, Erie, Niagara (BEN) Region to develop and implement an exercise at the State Preparedness Training Center (SPTC). This exercise included a variety of partners throughout the law enforcement and first response community with the intent of practicing the region's response to a Complex Coordinated Terrorist Attack (CCTA). Through the process of completing the exercise in collaboration with the whole community, focusing on the ability to prepare for, prevent, and respond to complex coordinated terrorist attacks, several gaps were identified as areas in need of improvement. There is a need for more consistent

high-end training of law enforcement officers to effectively combat the threat of domestic terrorism and Domestic Violent Extremists. Since the completion of the 2017 CCTA exercise at the State Preparedness Training Center, the Erie County Department of Homeland Security and Emergency Services has consistently supported those law enforcement efforts via the funding of high intensity training to effectively deter or overwhelm any act(s) of terrorism.

As the threat landscape has changed since 2017 the nature of how governmental agencies have had to respond to domestic terrorism has also evolved. Pursuant to Executive Order 18 issued by New York State on May 18th 2022, following the domestic terrorist attack at Tops Market, all counties in New York State are now mandated to perform a comprehensive review of current strategies, policies, procedures, and practices as related to domestic terrorism.

Having learned valuable lessons from the CCTA exercise as well as having an intimately first-hand knowledge of the consequences of a local act of domestic terrorism, the direction forward to meet all mandates and obligations is clear and must include intensive training for law enforcement officers.

The purpose of to the request is to seek a consultant is to meet the need for training law enforcement officers on effectively responding to acts of domestic terrorism. The goal of this training is to provide law enforcement officers with the necessary skills to combat acts of domestic terrorism through hands-on high intensity training. This training must equip law enforcement with the appropriate knowledge and tactics to quickly and comprehensively respond to acts of domestic terrorism.

3. General Information and Requirements

A. Project Overview

Erie County seeks to hire a consultant to deliver training that provides law enforcement officers with the ability to comprehensively respond to acts of domestic terrorism. The training must induce stress through high intensity and high repetitions of realistic scenarios. Those scenarios may include penalties for failure to successfully complete the stated objectives of the scenario with the intention of reinforcing the appropriate tactics to achieve the most desirable outcomes.

B. Key Dates (Tentative – dates need confirmation)

Release of RFP	3/11/2024
Question and Answer Due Date	3/25/2024
Questions and Answers Response Posted	4/1/2024
Proposals Due by (3:00pm EST)	4/9/2024
Proposal Opening	Week of 4/8/2024
Departmental Approval	4/12/2024
County Legislature Submission	4/26/2024
County Legislature Approval (expected)	5/23/2024
Contract Award	5/30/2024
Initial Training Session	Based on proposal
Training completed	7/31/2024
Invoicing must be completed by	8/2/2024

C. Registration

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

D. Abbreviations/Acronyms

CEO: Chief Executive Officer

DHS: U.S. Department of Homeland Security

DHSES: New York State Division of Homeland Security & Emergency Services

EC-DPW: Erie County Department of Public Works

EC-ESU: Erie County Department of Homeland Security & Emergency Services

FEMA: Federal Emergency Management Agency

MJHM: Multi-Jurisdictional All-Hazards Mitigation Plan

PITD: Portable Information Transfer Device (e.g. Flash drive or cd-rom)

E. Acceptable Portable Information Transfer Devices

- CD-Rom
- DVD
- USB 2.0 removable device
- USB 3.0 removable device

4. Submission of Proposals

A. Sealed proposals must be received no later than 3:00pm EST on April 8th, 2024 by:

Erie County Department of Homeland Security & Emergency Services

Attn: Darien Pratchett

45 Elm Street

Second Floor

Buffalo, NY 14203

Submissions by e-mail or fax will not be accepted. The RFP Issuer will reject proposals received after the date and time noted above. All proposals must be sent to Erie County as noted above. One (1) original, six (6) copies and one (1) electronic copy in PDF format on a PITD of all proposal documents and must be submitted in sealed envelopes clearly labeled with the proposer's name, the proposer's address, the words "PROPOSAL DOCUMENTS RFP# " Proposals may be withdrawn personally or in writing provided that Erie County, the RFP Issuer, receives the withdrawal request prior to the time and date the proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, canceled or modified, for one hundred twenty (120) days after the opening date, to give the RFP Issuer sufficient time to review the proposals, investigate the proposers' qualifications, secure any required municipal approvals, and execute an agreement with the successful proposer. An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this RFP.

- B. There is no restriction on the length of a proposal; however, respondents are encouraged to be as concise as possible.
- C. Proposers MUST sign the Proposal Certification attached hereto as Schedule "A". Unsigned proposals will be rejected.
- D. Erie 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.
- E. All firms wishing to participate in this process must register with Emergency Management Program Specialist, Darien Pratchett, Erie County Department of Homeland Security & Emergency Services- Emergency Preparedness at darien.pratchett@erie.gov All further information including addendums and contact from Erie County will be sent electronically.
- F. Any requests for RFP interpretations shall be made by the listed dated through e-mail to darien.pratchett@erie.gov. 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 ERIE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.
- G. 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 will be interviewed prior to recommendation for selection.
- H. 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.
- I. 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.

- J. 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.
- K. If proposer is a Veteran Owned Business, proposer should include letter indicating company is 51% or more Veteran-owned.
- L. ADDITIONAL INFORMATION
- a. Rights Reserved
- Erie County reserves the right to ask any proposer to clarify its proposal or to submit additional information that the RFP Issuer in its sole discretion deems desirable. ERIE COUNTY FURTHER RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY INFORMALITIES THEREIN.
- b. Cost for Preparing Proposal
- Each proposer's costs incurred in developing its proposal are its sole responsibility, and the RFP Issuer shall have no liability for such cost.
- c. Ownership of Proposals
- All proposals submitted become the RFP Issuer's property and will not be returned to the proposers.

5. Stakeholders

- New York State
 - Department of Homeland Security and Emergency Services
- Erie County
 - Residents
 - Businesses
 - Department of Health
 - Department of Homeland Security and Emergency Services
 - Department of Environment and Planning
 - Department of Social Services
 - Department of Public Works
- Erie County Municipalities

- Erie County Sheriff's Office
- Municipal Law Enforcement Agencies

6. Scope of Work

The following is a description of the Qualifications, and Services to be performed and completed by the successful Proposer:

1. Qualifications:

- a. The Consultant must possess US Military Special Operations experience and have served in a theater of operations where the tactics, techniques, and procedures (TTPs) that they teach have been actively vetted for effectiveness.
- b. The Consultant must possess first-hand knowledge of the (TTPs) commonly used by domestic and/or international terrorists through operational experience.
- c. The Consultant must possess an established history of training law enforcement officers on a wide range of topics to include but not limited to:
 - Surgical Marksmanship and zero-fail target discrimination
 - Limited Visibility (NVGs and Lasers) Marksmanship and tactics
 - Opposed CQB (Close Quarters Battle)
 - Breaching
 - SUT (Small Unit Tactics)
 - PSD (Private Security Details)
 - Direct Action and Hostage Rescue
 - Urban Combat
 - Critical Incident Response
 - Crisis Leadership

2. Services Requested

- a. A three (3) day in person training session for up to twelve (12) students at their own facility or other off-site facility outside of Erie County, NY.
- b. The price of the bid must include all necessary expenses as related to Consultant(s), materials, consumables, travel and lodging.

- c. The Consultant must use a Principle-Driven Training Methodology which is designed to quickly maximize individual officer potential and ability while emphasizing safety.
- d. The Consultant must ensure a thorough understanding of the fundamentals of crisis response and entry techniques.
- e. The Consultant must ensure that the duties and responsibilities of every officer is understood by all.
- f. The Consultant must ensure that officers understand how to effectively plan a crisis response.
- g. The Consultant must ensure that officers have the ability to create effective response team leadership procedures.
- h. The Consultant must ensure that officers have the ability to identify errors in the application of the fundamentals and how to correct those errors.
- i. The Consultant must ensure officers have the ability to correctly apply the fundamentals under stress.
- j. The Consultant must ensure that officers leave with a thorough understanding of The Consultant's training methodology and drills so they can continue to improve their skills after the course ends.

7. Proposal Structure

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

Proposal Section 1: Executive Summary

This section must contain a brief outline of the proposal.

Proposal Section 2: Company Profile

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

Proposal Section 3: Project Approach

This section must address:

- This section will be used for carrying out all aspects of the project.
- Proposed quality control procedures that will be utilized to check out the accuracy of work.

Proposal Section 4: Project References/Project History

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

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

8. Statement of Rights

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 Erie 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 Erie County of Erie for the required services;
- by submitting a proposal, the proposer agrees and understands that Erie County is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from Erie

County, its elected officials, officers, employees or agents, shall not be binding against Erie County, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Erie County Legislature, the Erie County Fiscal Stability Authority, and the Office of the Erie County Attorney.

- In addition to the foregoing, by submitting a proposal, the proposer also understands and agrees that Erie County reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:
 - To reject any or all proposals;
 - To issue amendments to this RFP;
 - To issue additional solicitations for proposals
 - To waive any irregularities in proposals received after notification to proposers affected;
 - To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;
 - To conduct investigations with respect to the qualifications of each proposer;
 - To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
 - To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
 - To select the proposal that best satisfies the interests of Erie County and not necessarily on the basis of price or any other single factor;
 - To interview the proposer(s);
 - To request or obtain additional information Erie County deems necessary to determine the ability of the proposer;

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

Contract

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

The term of the contract shall be for six (6) months commencing the date of the executed contract between Erie County and the selected firm. Erie County in its sole discretion may extend the agreement beyond its initial term for up to two (2) additional year periods at the same prices and conditions.

Indemnification and Insurance

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

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

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of Erie County, the Consultant shall indemnify and hold harmless Erie County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Consultant or third parties under the direction or control of the Consultant; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto. Upon execution of any contract between the proposer and Erie County, the proposer will be required to provide proof of the insurance coverage described in **Schedule “B”**. Insurance coverage in amount and form shall not be deemed acceptable until approved by Erie County Attorney.

Intellectual Property Rights

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

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

The Consultant agrees to indemnify and hold harmless Erie County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon

an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Consultant agrees to enable Erie County's continued use of the deliverable, or to modify or replace it. If Erie County determines that none of these alternatives is reasonably available, the deliverable will be returned.

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

Non-Collusion

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and Erie County 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.

Conflict of Interest

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

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

Compliance with Laws

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

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

Compliance with Laws

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

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

“NOTICE”

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

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

and

b) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page **" * THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW."**

Erie County assumes no liability for disclosure of information so identified, provided that Erie County has made a good faith legal determination that the information is not

protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

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

Equal Pay Certification

During the term of this Contract, the Consultant shall comply with Executive Order 13 (2014), and the Consultant shall make such records available, upon request, to Erie County's Division of Equal Employment Opportunity for review. Erie County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Consultant, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification (**Schedule "C"**) and for any other purpose reasonably related to confirming the Consultant's compliance with Erie County Executive Order No. 13 (2014). Violation of the provisions of Executive Order 13 (2014), which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does Erie County have to accept or reject the proposal under the terms proposed). Such period shall not be less than 120 days from the proposal date.

9. Appendices

A: Proposer Certificate

B: Standard insurance Provisions

C: Equal Pay Certification

D: MBE\WBE Certification

Schedule A
PROPOSER CERTIFICATION

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

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

It is understood and agreed that the undersigned, prior to entering into an agreement with Erie County, will properly execute the County of Erie Standard Insurance Certificate (example on pp. [] of this RFP), and that it will be complete and acceptable to Erie County.

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

Proposer Agency Name

By:

Name and Title



County of Erie Standard Insurance Certificate

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER

CANCELLATION

County of Erie
95 Franklin St
Buffalo NY, 14202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

X. FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate

Purchase Order or Contact Number

Vendor Insurance Classification

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

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

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

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

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.

Erie County Equal Pay Certification

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

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

Signature

Verification

STATE OF _____)
COUNTY OF _____) SS:
A)

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

B)
_____, being duly sworn, states that he or she is the Name of Corporate Officer _____, of _____, Title of Corporate Officer Name of Corporation the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

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



County of Erie

MBE/WBE COMMITMENT

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

SECTION 1.

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

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

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

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

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

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

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

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

NOTE:

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

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

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

BID NO.: _____
BID DATE: _____

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

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

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

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

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

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

Name: _____

YES _____

Address: _____

NO _____

Telephone No. _____

IRS # _____

Name: _____

YES _____

Address: _____

NO _____

Telephone No. _____

IRS # _____

MBE/WBE OWNED FIRMS

SUPPLY/SERVICE AMOUNT OF

PRIOR

CONTRACT REASON IF

PROPOSAL

CERTIFICATION

EXECUTED

CONTRACT
NOT
AWARDED

Name: _____

YES _____

Address: _____

NO _____

Telephone No. _____

IRS # _____

Name: _____

YES _____

Address: _____

NO _____

Telephone No. _____

IRS # _____

Name: _____

YES _____

Address: _____

NO _____

Telephone No. _____

IRS # _____

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

\$
\$

- IV. Total Amount of Bid

\$

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

%
%

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

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

MBE/WBE UTILIZATION REPORT - PART B

FINAL CERTIFICATION OF EXPENDITURES TO MBEs/WBEs

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

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

VENDOR: _____ BID NO. _____

MBE

TOTAL AMOUNT EXPENDED

WBE

TOTAL OF ALL MBE SUBCONTRACTS

\$ _____

TOTAL OF ALL WOMEN SUBCONTRACTS

\$ _____

AMOUNT OF CONTRACT (PRIME)

\$ _____

FINAL MBE PERCENTAGE

\$ _____

FINAL WBE PERCENTAGE

\$ _____

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

SIGNATURE

TITLE

DATE

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

(01/09)

WAIVER RECOMMENDATION

COMPANY: _____

ADDRESS: _____

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

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

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

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

(Use additional sheets if necessary.)

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

DATE

SIGNATURE OF AUTHORIZED
COMPANY REPRESENTATIVE

Granted in Whole: _____

Granted in Part: _____

Comments: _____

DIRECTOR OF E.E.O.

DATE

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: _____

Signature

Title

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: _____

Signature

Title

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: _____

Signature

Title

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