



ERIE COUNTY
REQUEST FOR PROPOSAL (RFP)
TO PROVIDE
PAPER AND CARDBOARD COLLECTION AND
RECYCLING FOR ERIE COUNTY FACILITIES

RFP# 2024-044VF

DATE

October 30, 2024

DEPARTMENT OF ENVIRONMENT AND PLANNING
EDWARD A. RATH COUNTY OFFICE BUILDING
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 (DEP) for the collection and recycling of office paper/cardboard materials recovered at the locations listed within Exhibit A “Scope of Work.” The top-rated respondent will be selected to enter into an agreement to provide their services.

To obtain a copy of the RFP guidelines, please visit the following website on or after October 30, 2024 <http://www2.erie.gov/purchasing/index.php?q=requests-proposals-amp-construction-bids>. Alternatively, you may call (716) 858-7897 or e-mail John.Hood@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). The schedule for the proposals is as follows:

- **All firms wishing to participate in this process must register electronically by sending an email to john.hood@erie.gov.**
- An informational meeting will be held in person meeting on Wednesday November 6, 2024 at 11:00 AM in the 10th Floor Conference Room in the Rath Building (95 Franklin Street). The meeting will also be accessible via Webex.
- Written questions for clarification are to be sent via e-mail to John.Hood@erie.gov by 4:00 PM on November 7, 2024.
- Responses to submitted questions will be posted at the above purchasing site and sent to all registered parties on November 8, 2024.
- Proposals are due by 3:00 PM on November 15, 2024.

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: Bonnie Lawrence
Deputy Commissioner
Erie County DEP

I. INTRODUCTION

The County of Erie, New York (County) is currently seeking proposals from qualified office paper and cardboard recycling service providers with the capacity to provide collection and recycling of paper/cardboard for multiple Erie County buildings/facilities. Three categories of potentially recyclable paper/cardboard waste are generated by County operations:

- Office Paper
- Secured Office Paper Shredding
- Cardboard

Estimated Types and Quantities of Recyclable Materials Generated (not intended to be all-inclusive)

Cardboard	4.77 tons/month
Paper	5.55 tons/month
Secure Shred	4.82 tons/month

*These are monthly averages. Quantities are subject to vary month to month.

The primary goal is to secure the most qualified and capable vendor(s) to efficiently collect and recycle, and when necessary, securely shred, paper and cardboard materials generated from Erie County operations. While Erie County has some paper collection equipment, the contractor shall furnish the labor, equipment, materials, and services necessary for the recovery of recyclable materials as identified below. Proposals are welcome for any or all of the material categories in any or all of the three territories described in Exhibit A, Table 1. For example, a proposal for only cardboard recycling in only the suburban facilities is welcome. Details on pickup locations and estimated quantities of materials are described in the Scope of Services Exhibit A. The County expects to enter into a three-year agreement, with submitted pricing valid for the first year, with two additional annual renewals at the discretion of the County. Interested proposers are invited to respond to this Request for Proposals RFP# 2024-044VF.

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. 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.

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

II. PROPOSAL PROCEDURES

A. ANTICIPATED SCHEDULE OF PROPOSAL

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

- **All firms wishing to participate in this process must register electronically by sending an email to john.hood@erie.gov.**
- An informational meeting will be held in person meeting on Wednesday November 6, 2024 at 11:00 AM in the 10th Floor Conference Room in the Rath Building (95 Franklin Street). The meeting will also be accessible via Webex.
- Written questions for clarification are to be sent via e-mail to John.Hood@erie.gov by 4:00 PM on November 7, 2024.
- Responses to submitted questions will be posted at the above purchasing site and sent to all registered parties on November 8, 2024.
- **Proposals are due by 3:00 PM on November 15, 2024.**
- It is expected that the contract will be signed in December 2024, following all necessary County approvals.

All information and contact from Erie County will be via email.

B. GENERAL REQUIREMENTS

1. Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation.

2. Please submit one (1) double-sided printed original of your work approach proposal package along with one (1) separate hard copy of the Cost Proposal in a separate envelope on or before the date and time indicated in this announcement. Unsigned proposals will be rejected. The cost proposal shall be submitted in a separately sealed envelope along with the work approach proposal.

3. Submission of the proposals shall be directed to:

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

All proposals must be delivered to the above office on or before 3:00 PM on November 15, 2024. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.

4. Requests for clarification of this RFP must be written and submitted to John Hood at John.Hood@erie.gov no later than 4:00 PM on November 7, 2024. Formal written responses will be distributed by the County on or before November 8, 2024. Any requests for RFP interpretations should be made electronically to John.Hood@erie.gov or in writing to the County of Erie, Department of Environment and Planning, Rath Building, 10th floor, 95 Franklin Street, Buffalo, NY 14202. No requests for oral interpretations via telephone will be accepted. A single response to all questions will be made as outlined in the schedule. **NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.**

5. No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

6. Firms are encouraged to include Certified Minority and Women Owned Business Enterprises (MBE/WBE) in their teams in order to meet Erie County's goals of 15% MBE and 5% WBE participation. Certified MBE/WBE proposers should include the Erie County certification letter with the proposal.

7. Upon execution of the contract between the County and the selected contractor, the contractor will be expected to complete the Erie County Equal Pay Certification as found in Schedule "H" of the agreement.

8. All contractors should understand that Erie County is committed to an open, fair, and transparent selection process. All RFP submissions will be reviewed, objectively scored, and ranked. After scoring, firms may be interviewed prior to recommendation for selection.
9. The highest-ranking firm after scoring and/or interviews will be recommended to the Erie County Legislature for authorization to enter into contract. Scores and ranking of all firms will be provided to the Legislature and the results will, at that time, become public record.

III. SCOPE OF SERVICES REQUIRED

See Exhibit "A"- Scope of Services.

WRITTEN PROPOSALS

Proposals will be evaluated, generally on your firm's response to the scope of work defined in Exhibit "A" and the following areas in addition to the general prequalification information submitted previously or herewith.

A) Qualifications

- 1) Demonstrated success and capabilities in providing paper recycling services.
- 2) Indicate if this would be a joint venture proposal with another professional organization. The reasons for a joint venture should be presented.

B) Expertise/Experience

- 1) Present your special expertise for the requested service and how your firm's qualifications would best serve the County on this Project.
- 2) Previous experience with Erie County and is in good standing.

C) Scope of Services:

- 1) Provide a written "Scope of Services" which indicates your unique approach to performing the requested services.
- 2) Indicate which MBE/WBE subcontractors you would propose to use on this project and why. Show what percentage of work is proposed to be assigned to MBE and WBE subcontractors. If your firm is a certified MBE and/or WBE firm, please state here and include self-performed work in the calculation of MBE and/or WBE utilization.

D) Rate:

Proposed cost based on the prices provided in separate cost proposal in the formatted SERVICE SCHEDULE COST SHEET EXHIBIT “C” as described below.

E) Proposer Certification:

Proposals without a signed Proposer Certification (Exhibit “B”) will be rejected.

COST PROPOSAL

In a separately sealed envelope identifying your firm and the project and marked “CONFIDENTIAL - Pricing Information - To be opened by the Deputy Commissioner, Bonnie Lawrence,” submit one (1) copy of your priced proposal found in (EXHIBIT “C”).

The priced proposal is to be for the services described in these Instructions, the Form of Agreement and the Scope of Services attached. Exceptions or limitations in your proposal shall not be placed in the sealed priced proposal unless clearly described in the written proposal.

Provide prices, based on the Scope of Services, Form of Contract, these Guidelines and the expected job requirements to conduct the collection and recycling of the three material types at the indicated Erie County locations in the SERVICE SCHEDULE, COST PROPOSAL SHEET EXHIBIT (“C”).

Proposals are welcome for any or all of the material categories in any or all of the three territories described in Exhibit A, Table 1. For example, a proposal for only cardboard recycling in only the suburban facilities is welcome.

Respondents are advised that all priced proposals are subject to negotiation at the discretion of Erie County.

IV. STATEMENT OF RIGHTS

A. UNDERSTANDINGS

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

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

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

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

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

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

B. EVALUATION

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

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

Proposers should include the following criteria:

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

C. SELECTION

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

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

D. CONTRACT

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

E. INDEMNIFICATION AND INSURANCE

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

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

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

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

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

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

F. NON-COLLUSION

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

G. CONFLICT OF INTEREST

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

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

H. COMPLIANCE WITH LAWS

By submitting a proposal, the proposer represents and warrants that it is familiar with all federal, state and local laws and regulations and will conform to said laws and regulations. The preparation of proposals, selection of proposers and the award of contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

I. EFFECTIVE PERIOD OF PROPOSALS

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

EXHIBIT “A”

SCOPE OF WORK

A. Overview

1. Erie County wants to maximize the recycling of office paper and cardboard generated through County operations at County owned or leased facilities. Interested parties may provide pricing for the collection and recycling of any or all of three material recycling services, Office/Mixed Paper Recycling, Confidential Paper Destruction and/or Cardboard Recycling at any or all of the three pickup territories, Downtown Corridor, City of Buffalo – outside of downtown corridor, and Suburban Facilities.

DESCRIPTION OF PROJECT

The Request for Proposal (RFP) seeks a qualified contractor to collect, process, and recycle the paper and cardboard that Erie County generates. These services include three main objectives in three different geographical territories. Proposals are welcome for any or all of the following services in any or all of the defined territories. For example, a proposal for only cardboard recycling in only the suburban facilities is welcome.

The services being sought are:

2. Confidential Paper Destruction
 - a. Secure before destruction (stored in locked bins)
 - b. Irreversible (cross shredding may be required for particularly sensitive documents)
 - c. Environmentally friendly (the shredded paper is recycled)
 - d. Documented (log of date and what secured bins materials are shredded)
 - e. An option to hold community shredding events
3. Office/Mixed Paper Recycling
4. Carboard Recycling

The geographic territories, listed in more detail in Table 1, are:

1. Downtown Corridor

2. City of Buffalo, outside of downtown corridor
3. Suburban Facilities

The contractor shall furnish the labor, equipment, materials, and services necessary for the recovery of recyclable materials as identified below.

SCOPE OF WORK

The Contractor will be responsible for the performance of the noted tasks for the duration of the agreement. Safety of the Contractor's employees, employees of the County, as well as the public is prime concern of EC, and the Contractor must take all necessary steps to assure proper safety during the performance of this contract.

The number and location of containers and pick-up locations may be changed in writing, either by email or letter, with mutual agreement between Erie County and the Contractor. The Contractor must be able to provide services on a scheduled basis, with on-call capabilities. The Contractor must be able to adapt to changing conditions and service levels in accordance with the needs of each location.

MATERIAL RECYCLING SERVICES

Office Paper Recycling

The Contractor will provide scheduled collection of recyclables from designated areas in county-owned and county-leased offices. List of sites are in Table 1

The Contractor **shall** accept the following materials for recycling:

- White Office Paper
- Mixed Paper

While Erie County has some material recycling containers, the contractor will be responsible for delivery of an agreed upon number of containers and necessary equipment at the start of the contract as required during the term of the contract, and for removal of same when no longer required by the user agency as requested by Erie County for county owned or leased facilities as identified in Table 1. Container size will depend on the amount of recyclable materials that each facility generates. The containers will be placed in mutually agreed upon locations. In addition, temporary or permanent large containers will be provided for file purging (which does not require secured shredding).

Secured Document Shredding

The Contractor will provide required locked containers and an on-call service for the shredding and destruction of paper documents requiring secure destruction. This service will include both "on-site and carry-away" service as appropriate for the quantity and nature of the materials requiring destruction. For "carry-away" service the document destruction will occur within 24

hours of receipt of materials. This service will be billed noting the office or facility requesting the specific service. Appropriate methods for secure/confidential paper destruction are:

- Secure before destruction (stored in locked bins)
- Irreversible (cross shredding may be required for particularly sensitive documents)
- Documented (log of date and what secured bins materials are shredded)

The Contractor will provide secured document shredding services for up to four community shredding events to be organized and scheduled by the County for the convenience of County residents. This service will be billed to the Department of Environment and Planning as a line item separate from the basic recycling service described above.

Cardboard Recycling

Cardboard is collected in buildings that have a significant amount of generation of material. Staff in the buildings leave cardboard in designated areas where it is broken down by janitorial staff and placed in the designated containers at the docks of buildings that have cardboard recycling. Contractor, in coordination with Erie County, will determine best collection method for this material.

COLLECTION PROCESS

The Contractor shall provide all necessary labor and equipment as required by Erie County to prepare and remove storage containers of wastepaper from holding areas specifically designated for the purpose.

All pickups shall be performed during normal business hours unless authorized by Erie County. Normal hours are Monday through Friday, 9AM to 3PM, excluding County holidays.

1. The dock or unloading area of each building site is for the loading or unloading of equipment and recycled paper.
 - a. The Contractor shall provide all necessary labor and equipment as required by Erie County to prepare and remove storage containers of wastepaper from holding areas specifically designated for the purpose.
 - b. Contractor shall provide locking collection containers at any building dock area or other location where the Contractor picks up the paper, when requested by individual departments.
 - c. Contractor shall provide any additional needed pickups within four (4) working days after notification by Erie County.
 - d. Contractor is required to make pickups, regardless of market condition or demand.
 - e. Recycled materials shall be secured in such a manner as to prevent it from dropping off or blowing out of the conveyance while being transported. The Contractor shall leave the area in a clean and orderly condition and shall

reimburse the State for any damage to state property caused by removal operations of the Contractor.

- f. Wastepaper picked up under this contract shall only be used or sold as wastepaper. The Contractor shall not use, allow access to, or offer for resale or use any papers, documents, file record material, or any other form or records as files, records or for the information contained therein.
- g. Contractor shall notify the appropriate contact person immediately of any occurrence and/or condition that interferes with the full performance of the contract.
- h. The Contractor shall be responsible for cleaning up any debris which may have been spilled during the collection process outside of any buildings.
- i. All materials picked up will be treated as confidential material. The Contractor shall ensure that no recycled materials are made public.

Contractor will be responsible for delivery of an agreed upon number of containers and necessary equipment at the start of the contract as required during the term of the contract, and for removal of same when no longer required by the user agency.

Ownership of recyclable material shall pass to the awarded contractor upon collection and the County shall incur no responsibility for disposal of unmarketable materials.

The awarded contractor shall be responsible for cleaning up any debris which may have been spilled during the collection process. No residual paper shall remain in storage areas, corridors, elevators and loading docks.

Contractor shall issue a monthly statement indicating sites served, type of service provided and monthly tonnage collected for a total of all sites served.

Contractor shall provide a certificate of confidentiality for shredded paper if required by a Department within the County operations. All Contractor's employees shall be subject to such security clearance as may be required by the using agency or political subdivision

Contractor shall be fully responsible for the actions of their employees while they are at the job site. Their employees shall conduct themselves in a courteous, professional manner at all times while servicing property.

Contractor shall provide contact name and method of communication for use in day-to-day operations.

The Contractor shall assure that all workers assigned to perform service on county property or leased-site shall be photo ID in their possession with appropriate company information available.

Contractor shall be available to solve procedural and operational problems which may arise during and after program implementation. Problems must be resolved in an expedient manner once notification of the problem is given to the contractor. Within (5) working days after notification, Contractor shall submit to EC in writing, a report detailing how the problem will be resolved and when the solution will be implemented.

Subcontractors: No portion of the work shall be subcontracted without prior written approval by Erie County. The Contractor shall, however, remain fully liable and responsible for the work performed by their Subcontractor(s) and shall assure compliance.

Estimated Types and Quantities of Recyclable Materials Generated (not intended to be all-inclusive)

Cardboard 4.77 tons/month

Paper 5.55 tons/month

Secure Shred 4.82 tons/month

*These are monthly averages. Quantities are subject to vary month to month.

TABLE 1 Pickup Locations, Container Quantity and types and Pickup Frequency

Building/site	Address	Number of Paper Totes (unless otherwise indicated)	Frequency of Paper Pick-up	Cardboard
Downtown Buffalo Corridor				
Rath Building	95 Franklin Street	8 non-secure 20 secure	Weekly	Monthly pick up of baled cardboard: 1-3 bales
Social Services	290 Main Street	6 secure	Weekly	2 totes-Monthly
Social Services	460 Main Street	3-4 secure	Monthly	2 totes-Monthly
Social Services	43 Court Street	2-4 secure	Monthly	2 totes-Monthly
Central Police Services	45 Elm Street	6 secure	Weekly	4 totes Monthly

Civil Division	120-134 West Eagle	15	Weekly shred on call	4-8 totes Monthly
County Hall	25 Delaware Ave/ 92 Franklin	14	Weekly	4 totes Monthly
EC Social Services	291 Pearl	4	On call	2 totes Monthly
Family Court	1 Niagara Plaza	5 2 secure	Weekly, shred once a month	No cardboard pickup
Health (Lincoln Building)	110 Franklin St.	4 secure	Bi-monthly	No cardboard pickup
Law Library	77 West Eagle	9	Weekly	No cardboard pickup
Library	1 Lafayette Sq	10 gaylords 2 Secure totes	Weekly/shred on call	5 Totes/On call
Sheriff's Dept/Holding Center	10 Delaware Ave	8 totes	Weekly	Rear loader bin - weekly
City of Buffalo, outside downtown Corridor				
Health Dept	503 Kensington	8 2 secure	Weekly shred on call	4 totes, monthly
Jess Nash Center	608 William St	2	On call	2 Totes/On call

Erie County Health Mall	1500 Broadway	2	On call	4 totes on call
Suburban Facilities				
Correctional Facility	11585 Walden Ave, Alden	7/ 1 (8yd.). rear loader bin	Packer weekly, on call	2 10-15 cubic yard dumpsters weekly
Erie County Sewer District	3690 Lake Shore Road, Village of Blasdell	6	Bi-weekly	No cardboard pick up
Erie County Records	3080 William Street, Cheektowaga	10 Gaylords	On call	8 yard dumpster – on call
Highways	1080 Harlem Rd, Cheektowaga,	1	On call	8-10 cubic yrd dumpster, monthly
Appletree Business Park	2875 Union Road Cheektowaga	10 secure	Bi-weekly	8 yard dumpster – on call
Fire Training Academy	3359 Broadway #2 Cheektowaga	4	Monthly	10 cubic yard dumpster – on call On call
Erie County Sewer District	3789 Walden, Lancaster	6	Monthly	2 totes, on call
Health Warehouse	500 Commerce Drive, suite 1 Amherst	1 1, secure	Every three months or on call	10-15 cubic yard dumpster On call

SERVICE SCHEDULE COST SHEET

Provide prices in the Cost Proposal table within (Exhibit “C”) for the collection/recycling of any or all of the material categories in any or all of the three territories described in Exhibit A, Table 1. For example, a proposal for only cardboard recycling in only the suburban facilities is welcome.

Material Types

Confidential Paper Destruction

- a. Secure before destruction (stored in locked bins)
- b. Irreversible (cross shedding may be required for particularly sensitive documents)
- c. Environmentally friendly (the shredded paper is recycled)
- d. Documented (log of date and what secured bins materials are shredded)
- e. An option to hold community shredding events

Office/Mixed Paper Recycling

Cardboard Recycling

Pickup-Territories

Downtown Corridor

City of Buffalo – outside downtown

Suburbs

Cost Adjustment:

The County expects to enter into a three-year agreement, with submitted pricing valid for the first year, with two additional annual renewals at the discretion of the County.

- a. Prices quoted shall remain firm for the initial period of one (1) year from the commencement date of the Contract.
- b. Adjustments (increase/decrease) of annual costs for years 2, and 3 for this Contract shall not exceed inflation guidelines as established by the nationally accepted consumer price index (CPI) for each year capped at 3.5%. The specific inflation level will be based on the average CPI percentage for the twelve (12) month period ending ninety (90) days prior to the Contract renewal date.
- c. Price adjustments requested from above CPI levels must be accompanied by support documentation for the increase/decrease and said increase/decrease must be acceptable to the County. Newly negotiated labor agreements, manufacturer’s increases, and nationally accepted fuel cost adjustments are examples of increases, which could exceed CPI averages.

d. The Contractor must show evidence of increase. Notification of price changes must be initiated by the Contractor and received in writing by Purchasing, sixty (60) days in advance of the annual effective date.

EXHIBIT “B”

PROPOSER CERTIFICATION

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

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

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

Proposer Name:

By:

Name and Title

Date:

EXHIBIT "C"
COST PROPOSAL



Cost Proposal Form
Department of Environment and Planning

RFP# 2024-044VF

FINANCIAL INFORMATION

Contractor Name	
Financial Contact Person Name/Title	
Street Address/City/State/Zip	
Financial Contact Person Phone Number	Financial Contact Person Email

A) Provide cost per month for collection of any or all of the three material types at any or all of the three identified pickup territories based on estimated volumes indicated in this RFP

Pickup Territory		Material types		
		Office Paper	Secure Shredding	Cardboard
Downtown Buffalo Corridor	Monthly cost	\$ _____	\$ _____	\$ _____
City of Buffalo, outside downtown corridor	Monthly Cost	\$ _____	\$ _____	\$ _____
Suburban Facilities	Monthly Cost	\$ _____	\$ _____	\$ _____
EXTRA SERVICE (All-inclusive rate for truck, driver and one (1) helper/laborer.	Cost/hr	\$ _____	\$ _____	\$ _____

B) Provide Price per Community Shred event (Typically, 5hr event 8-1pm), (include any mobilization fee, hourly rate, or volume costs in \$/ton)

--

V. CERTIFICATION

The undersigned certifies that he or she is a principal officer of the applicant agency and has knowledge of and certifies that the information contained herein is complete and accurate.

Furthermore, the undersigned certifies that the applicant sponsored programs, services and activities are available to the general public, advertised as such, and not subject to discrimination based on sex, race, creed, religion or national heritage.

SIGNATURE

DATE

NAME/TITLE



COUNTY OF ERIE

MARK C. POLONCARZ

COUNTY EXECUTIVE

Executive Order #13

Pay Equity Certification on County Contracts

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

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

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

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

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

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

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

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

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

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

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

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

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

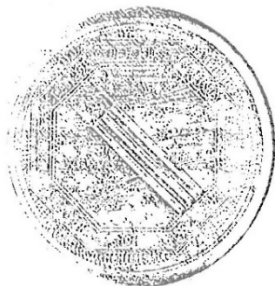
3. Further ordered that violation of any provision of the Equal Pay Laws during the effective period of such a contract or the filing of a false or misleading Erie County Equal Pay Certificate may constitute grounds for immediate termination of such a contract; and it is,

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

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


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

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



COUNTY OF ERIE

BY:


MARK C. POLONCARZ
ERIE COUNTY EXECUTIVE

Erie County Equal Pay Certification

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

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

Signature

Verification

STATE OF _____)
COUNTY OF _____) SS:

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

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

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

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

Notary Public

EXHIBIT “D”
DRAFT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 2020
by and between

THE COUNTY OF ERIE, a municipal corporation of the State of New York,
having an office and place of business at 95 Franklin Street, Buffalo, New York
14202
(hereafter the “County”)

and

**[Insert legal name of the CONSULTANT,], a [insert state, e.g., New York
State, and insert the legal status, e.g. corporation, partnership or limited
liability company, if applicable] having an office and principal place of business
at [insert address]
(hereafter the “Consultant”)**

WITNESSETH:

FIRST: The Consultant shall provide Erie County Department of Environment and Planning, Division of Environmental Compliance Services, soil testing and tree planting services (the “Project”), as more fully described in Schedule “A”, which is attached hereto and made a part hereof (the “Project”). The Project shall be carried out by the Consultant in accordance with current industry standards and trade practices.

The Consultant expressly agrees that the provisions set forth in the following schedules:

- Schedule A – Scope of Work
- Schedule B – Standard Insurance Certificate

Schedule C	–	Time of Completion
Schedule D	–	County of Erie Local Law No. 9-2005
Schedule E	–	Certification Regarding Debarment and Suspension
Schedule F	–	Certification Regarding Drug-Free Workplace Requirements
Schedule G	–	Certification Regarding Lobbying
Schedule H	–	Erie County Equal Pay Certification
Schedule I	–	Resolution (Pending)

which are attached hereto shall be incorporated into this Agreement as if fully set forth herein.

A list of key personnel of the Consultant, who shall be responsible for the implementation of this Agreement, is set forth in Schedule “A”. The Consultant shall provide the County with prior written notice of any proposed changes in key personnel, and the Commissioner of Environment and Planning or his/her duly authorized designee (the “Commissioner”) shall have sole discretion to approve or disapprove of any such personnel changes.

The Consultant shall report to the County on its progress toward completing the Project, as the Commissioner may request, and shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this Agreement.

SECOND: The Consultant shall commence the Project immediately upon written notification from the Commissioner (the “Commencement Date”) and shall be completed no later than within the time frames set forth in Schedule “C”.

The Consultant shall report to the County, as the Commissioner may request, on its progress toward completing the Project, and shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this Agreement.

The Consultant shall properly maintain a detailed daily log relative to the services rendered for which compensation is to be paid by the County pursuant to the terms of this

Agreement, which shall be submitted on a monthly basis. This log shall include, but not be limited to, the following:

1. Date.
2. Names and titles of employees rendering service.
3. Phase of project worked on.
4. Required time expended.

The Consultant shall complete those specific Project items identified in Schedule “A” by the interim deadlines set forth therein, unless an interim deadline is extended by the Commissioner in writing, subject to any necessary legal approval of such amendment. Timely completion of the Project is of the essence. It is hereby agreed that the Consultant will complete the Project within the time as described in Schedule “C” attached hereto and made a part hereof. It is further agreed that the County may invoke liquidated damages, if any, as set forth in said Schedule “C”, for failure on the part of the Consultant to complete the Project as specified.

The Consultant shall supply sufficient and adequate personnel to assure completion of the Project within the time agreed.

THIRD: For the Project to be performed pursuant to Paragraph “FIRST,” the Consultant shall be paid an amount not-to-exceed **[insert amount]** (\$**[insert numeric amount]**) Dollars, in the manner and at the rates set forth in Schedule [**“D”**] **[If there is no Schedule “D”, or if payment provisions are not set out in Schedule “D”, insert a description of how often and when payments will be made and how much of the total will be paid, e.g., “which shall be paid in equal monthly installments”, and delete the rest of this sentence]**, which is attached hereto and made a part hereof. Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Consultant for out-of-pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

Any and all requests for payment to be made, including any request for partial payment if such is permitted hereunder, shall be submitted by the Consultant on properly executed payment vouchers of the County and paid only after approval by the County. All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall final payment be made to the Consultant prior to completion of all Project and the approval of same by the County.

The Consultant shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Project, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Consultant, exceed the not-to-exceed amount set forth above.

FOURTH: Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Consultant as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

FIFTH: The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to appropriations by the Erie County Legislature. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this

Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by the County Legislature during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Consultant, then the Consultant shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Consultant, then the Consultant shall have the right to terminate this Agreement upon reasonable prior written notice.

SIXTH: (a) The County, upon ten (10) days notice to the Consultant, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Consultant shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule "D". Upon receipt of notice that the County is terminating this Agreement in its best interests, the Consultant shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner, and the Consultant shall direct any approved sub-consultants to do the same.

In the event of a dispute as to the value of the Project rendered by the Consultant prior to the date of termination, it is understood and agreed that the Commissioner shall

determine the value of such Project rendered by the Consultant. The Consultant shall accept such reasonable and good faith determination as final.

(b) In the event the County determines that there has been a material breach by the Consultant of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Consultant of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Project provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Consultant. Without limiting the foregoing, upon written notice to the Consultant, repeated breaches by the Consultant of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

SEVENTH: The Consultant agrees to procure and maintain insurance naming the County as additional insured where indicated, as provided and described in Schedule “B”, entitled “Standard Insurance Provisions”, which is attached hereto and made part hereof.

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.

EIGHTH: The Consultant expressly agrees that neither it nor any consultant, sub-consultant, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status or any other status protected by New York State or Federal laws during the term of or in connection with this Agreement.

NINTH: The Consultant shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations. The Consultant shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subconsultants and others employed to render the Project hereunder.

TENTH: All records or recorded data of any kind compiled by the Consultant in completing the Project described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, 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 and shall not disclose any such information without the express written consent of the Commissioner. The County shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the County.

Notwithstanding the foregoing, 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 defend, 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 may be returned.

ELEVENTH: The Consultant shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Consultant shall not subcontract any part of the Project without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Project under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that sub-consultants are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Consultant that for the purposes of this Agreement, all Project performed by a County-approved subcontractor shall be deemed Project performed by the Consultant and the Consultant shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement.

Notwithstanding the above, the parties hereto acknowledge and agree that, at the time of execution of this Agreement, the following sub-consultants have been approved to provide services for the named purpose(s) in connection with this Agreement: **[insert sub-consultant(s) name(s), address(es) and purpose(s)]**.

TWELFTH: The Consultant and the County agree that the Consultant and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Consultant covenants and agrees that neither the Consultant nor any of its officers, employees, agents, contractors, subcontractors

and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

THIRTEENTH: Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any Project or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

FOURTEENTH: All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:

Bonnie Lawrence
Deputy Commissioner
Department of Environment & Planning
Division of Environmental compliance Services
95 Franklin Street – Rm. 1077
Buffalo, New York 14202

with a copy to:

County Attorney
95 Franklin Street, Room 1634
Buffalo, New York 14202

To the Consultant:

FIFTEENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

SIXTEENTH: Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

SEVENTEENTH: The Consultant recognizes that this Agreement does not grant the Consultant the exclusive right to perform the Project for the County and that the County may enter into similar agreements with other consultants on an “as needed” basis.

EIGHTEENTH: The Consultant hereby represents that, if operating under an assumed name, it has filed the necessary certificate pursuant to New York State General Business Law Section 130. The Consultant further represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for the Consultant) any fee, commission, percentage, gift or other consideration,

contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled or any civil or criminal penalty to which any violator may be liable, the County shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission, percentage, gift or consideration.

NINETEENTH: Pursuant to Federal Executive Order 12549, and as prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Consultant hereby agrees to complete the Debarment and Suspension Certificate attached hereto as Schedule “F” and which is made a part hereof. In addition, the Consultant agrees to sign the certifications regarding Drug Free Workplace and Lobbying, attached hereto as Schedules “H” and “I”, and made a part hereof.

TWENTY: The Consultant shall comply with Erie County Executive Order 13 (2014) and agrees to complete the Certificate collectively attached hereto as Schedule “I” and made a part hereof. The Consultant shall make such records available, upon request, to the County’s Division of Equal Employment Opportunity for review. The 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 and for any other purpose reasonably related to confirming the Agency’s compliance with Erie County Executive Order 13 (2014). Notwithstanding the termination provisions contained herein, violation of the provisions of Executive Order 13 (2014) , may constitute grounds for the immediate termination of this Agreement and may constitute grounds for determining that the Consultant is not qualified to participate in future County contracts.

TWENTY-FIRST: The Consultant shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. The Consultant shall also use all reasonable means to avoid any appearance of impropriety.

TWENTY-SECOND: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

TWENTY-THIRD: This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF, The County of Erie and the Consultant have caused this Agreement to be executed.

THE COUNTY OF ERIE

CONSULTANT

BY: MARK POLONCARZ/LISA CHIMERA

TITLE: County Executive/ Deputy County Executive

ADDRESS: 95 FRANKLIN STREET
BUFFALO, NY 14202

DATED: _____

By: _____

Name: _____

Title: _____

Date: _____

Witness: _____

RECOMMENDED BY:

APPROVED AS TO CONTENT:

(Electronically Signed)

BONNIE LAWRENCE
Deputy Commissioner
Division of Env. Compliance Services
Erie County, New York

DANIEL CASTLE
Commissioner, Department of
Environment & Planning
Erie County, New York

DATE: _____

DATE: _____

APPROVED AS TO FORM

(Electronically Signed)

RICHARD STANTON
Assistant County Attorney
Erie County, New York

DOCUMENT NO.: _____

DATE: _____

Comm.

Date:

SCHEDULE "B"
STANDARD ISSURANCE CERTIFICATE

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, a 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	C Professional Services	D Property Leased To Others Or Use Of Facilities	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						
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			\$2,000,000				
Erie County, To Be Named Add'l Insd.	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

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

Workers Compensation
Forms

DBL (Disability
Benefits Law) Forms

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

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

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

SCHEDULE "C"
TIME OF COMPLETION
AGREEMENT FOR CONTRACTED SERVICES

A. Time Schedule

The consultant shall complete the work as listed in Schedule A of this Agreement according to the following due dates:

Enter into Professional Services Consultant Agreement with County of Erie	(November 2024)
Contract Completed	(November 2025)

SCHEDULE "D"
COUNTY OF ERIE LOCAL LAW NO. 9-2005

RECEIVED
ERIE COUNTY LEGISLATURE

COUNTY OF ERIE
LOCAL LAW NO. 9 2005 JUL -b P 1: 10
LOCAL LAW INTRO NO. 8 2005
PRINT NO. 2

A LOCAL LAW in relation to the utilization by the County of Erie of minority-owned businesses and woman-owned businesses for professional, technical or other consultant services.

BE IT ENACTED BY THE ERIE COUNTY LEGISLATURE AS FOLLOWS:

Section 1. Short Title. This local law shall be known as the Erie County MBE/WRF Utilization Commitment Act.

Section 2. Legislative Intent. As a direct result of Local Law #1, of 1987 the County of Erie has significantly increased its utilization of businesses owned by minority group members and women, and especially locally owned and operated businesses, on construction contracts and has thereby significantly enhanced the opportunities and entrepreneurial skills of minority group members and women in Erie County. The growth and development of such businesses have a substantial positive impact on the economic health of the County. The County's utilization of minority and women-owned professional, technical and other consultant services, such as in the areas of law, finance, information technology, accounting and engineering, outside of construction projects, has not achieved the same level of success, notwithstanding the increased growth of minority and women owned business and firms in these areas and professions.

Section 3. Definitions: For the purposes of this local law, the following terms shall have the following meanings:

A. Minority-Owned Business Enterprise (MBE) 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, with such ownership certified by the Erie County Office of Equal Employment Opportunity and who is doing business and maintains an office in the County of Erie. For the purposes of this paragraph, minority group members are citizens of the United States who are African American, Hispanic, Asian-American and Native American (American-Indian).

B. Women-Owned Business Enterprise (WBE) 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, with such ownership certified by the Erie County Office of Equal Employment Opportunity and who is doing business and maintains an office in the County of Erie.

C. Department shall mean every County Department, Agency or Administrative Unit, including but not limited to the County Executive, the Legislature, Sheriff's Department, Comptroller's Office, County Clerk's Office and District Attorney's Office.

Section 4. Minority And Women-Owned Business Enterprise Utilization Commitment

(A) Every Department shall annually prepare and implement a written plan for the utilization of bona-fide minority and women owned businesses on County contracts let by or on behalf of such Department for professional, technical, or other consultant services. The plan must include a goal of awarding to MBE's, directly or through subcontracts, in each fiscal year, at least fifteen percent (15%) of the total value of all contracts intended to be let by the Department and a goal of awarding to WBE's at least five percent (5%) of the total value of all contracts intended to be let by the Department. The plan shall be submitted to the Erie County Division of Equal Employment Opportunity for review and approval by September 15th, preceding the calendar year covered by such plan.

(B) If the Department determines that the goals set forth in Section 4 (A) cannot be met, the Department's annual plan must include a justification why the policy goals are unobtainable. The written justification must include the Department's reasonable good faith efforts to meet the utilization goals and which may include the utilization of minority and women professionals in non-minority and non-women owned businesses.

(C) The County Executive must submit a summary of each Department's plan pursuant to this local law to the Legislature simultaneously with the annual proposed Budget. The plans are not to be considered as a part of the proposed budget.

Section 5. Reporting

A. Every Department shall prepare and submit an initial plan by September 15, 2005 that will cover the period January 1, 2006 to December 31, 2006. Annual plans, including the initial plans, will be modified as appropriate to reflect the Department's final adopted budget for the applicable year and subsequent modifications to the Department's budget during the applicable year.

B. On or before the 30th day of April, and quarterly thereafter, each Department head shall prepare a status report in such standard form as shall be periodically established by the Division of Equal Employment Opportunity, on the implementation and results of its utilization of minority owned business and women owned businesses during the three-month period ending one month before the due date of the report. Each report shall be submitted to the Division of Equal Employment Opportunity. Failure by any Department to submit any reports required by this section shall be grounds for discipline by the County Executive, except that for those Departments whose head are elected, the legislature shall determine the appropriate remedy for non-compliance with of the provisions of this law.

C. As evidence of a Department's good faith efforts to attain the goals set forth in its annual policy, a Department seeking approval by the Legislature of a matter which may involve the utilization by the County of professional, technical or other consultant services, must attach to each such request, a copy of its current status report on its policy goals.

D. The Division of Equal Employment Opportunity shall: (1) monitor the achievement of the annual goals established by each Department and (2) prepare a quarterly report on each Department's goal achievement, including each Department's good faith efforts to each those goals. The report shall be submitted to each Department that submitted a report, the County Executive, the Department and the Legislature.

E. Reasonable efforts shall include, but not limited to:

1. Utilizing a source list of MBEs and WBEs;
2. Solicitation of bids, RFQS and RFPs from WBEs and MBEs
3. Providing MBEs and WBEs sufficient time to submit proposals in response to solicitations;
4. Maintaining records showing utilization of MBEs and/or WBEs, as well as the specific efforts to identify and utilize these companies;
5. Causing its prime contractors to enter into sub-contracts with MBE/WBE firms, if appropriate and feasible, to effectuate the policy goal set forth herein;
6. Building the capacity of local and regional MBE and/or WBE firms to provide quality technical and professional services.

F. The Division of Equal Employment Opportunity shall prepare an annual report to the County Executive and the Legislature on the compliance of Departments with the requirement of this law.

Section 6. Applicability to contractual agreements for professional, technical or other consultant services. Notwithstanding any other application, this local law shall apply to any and all contractual agreements for professional, technical or other consultant services made in accordance with Section 19.08 of the Erie County Administrative Code. Waiver of Section 19.08, in accordance with the Erie County Legislature's authority to make a finding of necessity that the special service or skill must be provided immediately, or a determination that the procedure is impracticable, shall not constitute waiver or inapplicability of the provisions of this local law.

Section 7. Effective Date. This Local Law shall take effect immediately upon filing with the Secretary of State pursuant to Section 27 of the New York State Municipal Home Rule Law.

GEORGE A. HOLT, JR.

DEMONE SMITH

ALBERT DEBENEDETTI

LYNN M. MARINELLI

SCHEDULE "E"

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 Consultant 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 Consultant is unable to certify to any of the statements in this paragraph, the Consultant shall attach an explanation to this certification.

Date: _____

Signature

Title

Organization

SCHEDULE "F"
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 grantee 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).

Organization

Authorized Signature

Title

Date

SCHEDULE "G"
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 or 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.

Organization

Authorized Signature Title Date

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

SCHEDULE "H"
Erie County Equal Pay Certification



COUNTY OF ERIE

MARK C. POLONCARZ

COUNTY EXECUTIVE

Executive Order #13

Pay Equity Certification on County Contracts

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

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

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

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

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

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

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

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

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

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

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

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

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

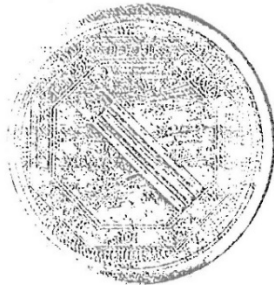
3. Further ordered that violation of any provision of the Equal Pay Laws during the effective period of such a contract or the filing of a false or misleading Erie County Equal Pay Certificate may constitute grounds for immediate termination of such a contract; and it is,

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

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


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

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



COUNTY OF ERIE

BY:


MARK C. POLONCARZ
ERIE COUNTY EXECUTIVE

Erie County Equal Pay Certification

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

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

Signature

Verification

STATE OF _____)
COUNTY OF _____) SS:

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

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

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

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

Notary Public