



**ERIE COUNTY**

**REQUEST FOR PROPOSAL (RFP) TO PROVIDE:**

- 1) LEAD HAZARD EVALUATION – PAINT TESTING SERVICES**
- 2) LEAD HAZARD EVALUATION – RISK ASSESSMENT SERVICES**
- 3) LEAD HAZARD CLEARANCE SERVICES**
- 4) RADON EVALUATION – TESTING SERVICES**
- 5) RADON EVALUATION– POST MITIGATION CLEARANCE SERVICES**

**RFP #2025-040VF**

**July 31, 2025**

**Daniel Castle, AICP  
Department of Environment and Planning  
EDWARD A. RATH COUNTY OFFICE BUILDING  
95 FRANKLIN STREET  
BUFFALO, NEW YORK 14202**

**COUNTY OF ERIE, NEW YORK**  
**REQUEST FOR PROPOSALS (“RFP”)**

**RFP #2025-040VF**

**TO PROVIDE:**

- 1) LEAD HAZARD EVALUATION – PAINT TESTING SERVICES**
- 2) LEAD HAZARD EVALUATION – RISK ASSESSMENT SERVICES**
- 3) LEAD HAZARD CLEARANCE SERVICES**
- 4) RADON EVALUATION – TESTING SERVICES**
- 5) RADON EVALUATION – POST MITIGATION CLEARANCE SERVICES**

**I. INTRODUCTION**

The County of Erie, New York (the “County”) is currently seeking Proposal Statements from qualified firms interested in 1) Lead Hazard Evaluation – Paint Testing Services, 2) Lead Hazard Evaluation – Risk Assessment Services, 3) Lead Hazard Clearance Services, 4) Radon Evaluation – Testing Services and 5) Radon Evaluation – Post Mitigation Clearance Services

Proposers interested in providing said services are invited to respond to this request.

It is the County's intent to select the Proposer that provides the best solution for the County's needs.

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

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

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

## **II. PROPOSAL PROCEDURES**

### **A. ANTICIPATED SCHEDULE OF PROPOSAL**

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

Issue RFP:	July 31, 2025
Proposals Due:	August 22, 2025
Selection Made:	14 days following due date
Contract Signed:	Following all necessary County approvals

### **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. One (1) original and three (3) copies shall be submitted. Proposals **MUST** be signed. Unsigned proposals will be rejected.
3. Submission of the proposals shall be directed to:

Paul D'Orlando, Principal Contract Monitor  
Erie County Department of Environment and Planning  
Edward A. Rath County Office Building  
95 Franklin Street, Room 1014  
Buffalo, NY 14202

**All proposals must be delivered to the above office on or before August 22, 2025 at 4:00 p.m. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.**

4. Requests for clarification of this RFP must be written and submitted to Paul D'Orlando at the Erie County Department of Environment and Planning, Edward A. Rath County Office Building 95 Franklin Street, Room 1014, Buffalo, NY 14202 no later than 4:00 pm on Wednesday, August 6, 2025. Formal written responses will be distributed by the County on or before August 14, 2025. **NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.**
5. Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Those proposers will be notified to arrange specific times.

6. 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.
7. Certified Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) proposers should include the Erie County certification letter with the proposal.
8. If proposer is a Veteran Owned Business, proposer should include letter indicating company is 51% or more Veteran-owned.
9. Fee: See Schedule A.  
**Make special note of Paragraph E and the requirement to submit fee information in a separate sealed envelope.**

**All proposers submitting proposals must include a fee proposal in a separate sealed envelope clearly labeled with the proposer name, due date of proposal, proposal name ("Lead Hazard" RFP #2025-040VF) and Fee Proposal.**

### **III. SCOPE OF PROFESSIONAL SERVICES REQUIRED**

See Schedule A

### **IV. STATEMENT OF RIGHTS**

#### **UNDERSTANDINGS**

**Please take notice**, by submission of a proposal in response to this RFP, the proposer agrees to and understands:

- that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the County of Erie and is not a bid under Section 103 of the New York State General Municipal Law;
- submission of a proposal, attachments, and additional information shall not entitle the proposer to enter into an agreement with the County of Erie for the required services;
- by submitting a proposal, the proposer agrees and understands that the County of Erie is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County of Erie, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Erie County Legislature, the Erie County Fiscal Stability Authority, and the Office of the Erie County Attorney.

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

- To reject any or all proposals;
- To issue amendments to this RFP;
- To issue additional solicitations for proposals
- To waive any irregularities in proposals received after notification to proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;
- To interview the proposer(s);
- To request or obtain additional information the County deems necessary to determine the ability of the proposer;
- To modify dates;
- All proposals prepared in response to this RFP are at the sole expense of the proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- While this is a RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law §103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline.

## **EVALUATION**

A three- or five-member project selection committee comprised of Department of Environment and Planning representatives and community groups will convene to review the proposals. The following criteria, not necessarily listed in order of importance, will be used in the review. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate:

- Proposer's demonstrated capability to provide the services.
- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.
- Proposer's experience to perform the proposed services.
- Proposer's financial ability to provide the services.
- Evaluation of the proposer's fee submission. It should be noted that while price is not the only consideration, it is an important one.
- A determination that the proposer has submitted a complete and responsive proposal as required by this RFP.
- Proximity/accessibility of firm personnel to Erie County.
- An evaluation of the proposer's projected approach and plans to meet the requirements of this RFP.
- The proposer's presentation at and the overall results of any interview conducted with the proposer.
- Minority Business Enterprise/Woman Owned Business Enterprise Participation.
- Proposers **MUST** sign the Proposal Certification attached hereto as Schedule "B". Unsigned proposals will be rejected.
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

## **WRITTEN PROPOSALS**

Submit one (1) original and three (3) copies of your written proposal to include answers to the questions listed below.

Proposals will be evaluated, generally on your firm's response to the following:

**A) Qualifications**

- 1) Evidence of attaining the following certification requirements for lead hazard risk assessors:
- Successful completion of a United States Environmental Protection Agency (EPA) training program.
  - Evidence that the EPA certification exam has been passed by the individual.

**AND**

- Have a bachelor's degree and at least one year of experience in lead, asbestos, environmental remediation or construction or an associate's degree with two years of experience in one of these areas.

**OR**

- Be certified as an industrial hygienist, engineer, architect, or related field.

**OR**

- Have a high school diploma and at least three years of experience with lead, asbestos, environmental remediation work, or construction.
- Follow American Association of Radon Scientists and Technologists (AARST), or National Radon Safety Board, testing policies.

- 2) State any potential conflicts of interest. Include any employment or other relationship your firm has with regulating agencies, or any other entity which may be perceived as a conflict of interest. Explain why any such potential conflicts of interest would not impact this project.
- 3) State the location (municipality) of the team you would assign to this project. If more than one team is proposed or if team support is to be provided by another office, please explain.
- 4) List any current or anticipated obligations which may affect the project or use of the identified personnel proposed for this project.
- 5) Present your special expertise for the project and how your firm's qualifications would best serve the County on this project. Include a project organization chart identifying the proposed team. Include resumes of only those individuals that will be directly involved in the Project. (Résumé should be attached at the end of the proposal.)
- 6) Indicate what professional or technical subcontractors you would utilize for the project. Indicate where the subcontractors are located and what services they would provide. Recite any experience or familiarity of the subcontractors which is pertinent to the specific requirements of this project and the basis of your confidence in their ability to perform. If your firm possesses specialty capabilities which allows work normally subcontracted to be performed in-house, present this information here. Analysis of Radon Testing data must be completed by a

laboratory which holds New York State Department of Health Environmental Laboratory Approval Program certification.

- 7) Recite a list of no more than two similar projects within the last five years giving the size of the project in dollars, the client, including the name and phone number of the person to whom you were accountable, whether any regulatory agencies were involved and if the project was constructed or otherwise completed.

Include a matrix table that identified the listed projects and the proposed team and identify the correlation between the listed projects/teams and the proposed project team.

- 8) Recite current and past work experience within the last five years if any, your firm has had with the County. Identify the Department(s) for which the services were provided and the project title.
- 9) Indicate any personnel (either as an employee or through a contractual relationship) who, within the last year prior to the date of this proposal, have been employed by the County of Erie. Also indicate that person's County work title and the Department for which he/she worked. If any, an explanation of the significance of the employee on the project should be presented.

**B. Project**

- 1) Provide a written response to the "Scope of Services" – Schedule A, which indicates your unique approach to performing this project.
- 2) Indicate which, if any, MBE/WBE contractors and/or 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 contractors and subcontractors.

**SELECTION**

All proposals timely received and complete will be evaluated and ranked by a three (3) to five (5) person selection committee comprised of representatives from groups such as ECDEP, local government officials and planning organizations. The evaluation is based on the written proposals using a numerical score sheet related to the questions posed in the proposal guidelines.

When the evaluations are complete, the respondents' proposals are ranked. The proposal receiving the best overall rating is ranked first.

**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 MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.

The term of the contract shall be for a three (3) year period commencing on or about September 1, 2025 and terminating on or about March 31, 2029. The County, in its sole discretion may extend the agreement beyond its initial term for up to one (1) additional 1-year period at the same prices and conditions.]

## **INDEMNIFICATION AND INSURANCE**

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

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

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

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

Upon execution of any contract between the proposer and the County, the proposer will be required to provide proof of the insurance coverage described in Schedule “C” – Professional Services.

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

## **INTELLECTUAL PROPERTY RIGHTS**

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

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

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

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

### **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.

### **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.

### **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.

### **CONTENTS OF PROPOSAL**

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

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

**“NOTICE**

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

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

and

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

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

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

**EFFECTIVE PERIOD OF PROPOSALS**

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 days from the proposal date.

**ERIE COUNTY CONTACT**

Mr. Paul J. D’Orlando, Principal Contract Monitor, Erie County Department of Environment and Planning, Edward A. Rath County Office Building, 95 Franklin Street, Room 1014, Buffalo, New York 14202 (Phone) 716-858-2194

## SCHEDULE "A"

### SCOPE OF PROFESSIONAL SERVICES AND FEE INFORMATION

#### **A. BACKGROUND**

The Department of Environment and Planning (DEP) administers various federally funded housing rehabilitation and home purchase programs within a Consortium of 34 municipalities. These include all communities within Erie County excluding the City of Buffalo, Towns of Amherst, Cheektowaga, Tonawanda and Hamburg and Villages therein.

Approximately 100 low/moderate income households are assisted each year through the allocation of over \$2,000,000.

Effective September 15, 2000 new regulations proposed by the federal Department of Housing and Urban Development were incorporated into all federally funded housing programs. These pertain to the reduction of lead-based paint and include the following steps:

1. Notification
2. Lead Hazard Evaluation (Paint Testing or Risk Assessment)
3. Lead Hazard Reduction
4. Clearance

This RFP refers to Steps 2 (i.e. Lead Hazard Evaluation) and 4 (i.e. Clearance).

**Effective April 10, 2024 new regulations proposed by the federal Department of Housing and Urban Development were incorporated into all federally funded housing programs. These pertain to the reduction of Radon and include the following steps:**

- 1. Testing of housing in identified municipalities with mean radon levels  $\geq$  4.0 pCi/L (picocuries per liter of air)**
- 2. Recommendation of appropriate mitigation measures**
- 3. Post mitigation testing to insure reduction to acceptable levels of radon**

**This RFP refers to Steps 1, 2, and 3**

#### **B. LEAD HAZARD EVALUATION**

- Work up to and including \$5,000 requires paint testing of surfaces to be disturbed during rehabilitation.
- Work over \$5,000 requires a risk assessment of the entire unit and paint testing of surfaces to be disturbed during rehabilitation.

(Paint testing would be for the testing of additional surfaces that may be disturbed during rehabilitation - i.e. surfaces that would not necessarily have required testing as part of a risk assessment - and this testing would be performed in conjunction with a risk assessment.)

**B1. RADON LEVEL EVALUATION**

Radon testing in identified structures by a qualified firm, following generally accepted protocol for radon testing

**C. LEAD HAZARD CLEARANCE**

Following lead reduction work on the structure by a qualified contractor, the final step in the lead process occurs. This is Clearance. The purpose of Clearance is to make sure that the unit is safe for occupancy. Occupants are not permitted in the work area until it passes a Clearance test. Clearance must be performed at least one hour after work has been completed.

**C1. RADON LEVEL CLEARANCE TESTING**

Radon testing by a qualified firm following installation of radon mitigation system

**D. SCOPE OF WORK**

1. LEAD HAZARD EVALUATION

The Department of Environment and Planning is seeking to engage a certified lead hazard risk assessor(s) to undertake the following:

Conduct risk or paint testing assessments on approximately 300 housing units over a thirty-six-month time period. The evaluations will occur following the initial inspection by County housing staff. The evaluations shall be scheduled within five (5) days of their request by County personnel.

For the purposes of this RFP it should be assumed that two (2) evaluations will be requested each week over a thirty-six month period.

Within ten (10) days of completing each evaluation a report shall be submitted to the Department of Environment and Planning. The document shall explain the results, including testing information, identifying acceptable interim controls and abatement solutions, and noting the owner’s capabilities for controlling lead-based paint hazards. The report shall also include, as an attachment, work specifications that can be utilized in seeking qualified bids for the lead reduction work.

2. LEAD HAZARD CLEARANCE

The Department of Environment and Planning is seeking to engage a lead hazard professional certified to conduct Clearance inspections. During Clearance, the lead hazard professional will complete the following tasks:

- Conduct a visual assessment of the unit and worksite to identify dust, debris, and deteriorated paint.
- Take dust samples from floors, interior window sills, and window troughs.
- If work was done to the exterior, visually assess the soil near the worksite.
- Submit the samples to a National Lead Laboratory Accreditation Program (NLLAP) recognized laboratory for analysis.
- Write a report within ten (10) business days of a notice to proceed with a Clearance test from Erie County, presenting the results of the Clearance

examination. The report shall include, but not be limited to, the results of all laboratory tests for samples taken during the Clearance test.

3. RADON TESTING

The Department of Environment and Planning is seeking to engage a certified Radon Testing Firm to undertake the following:

Conduct Radon testing over a thirty-six-month time period. The evaluations will occur following the initial inspection by County Housing Staff. The evaluations shall be scheduled within five (5) days of their request by County Personnel.

Within ten (10) days of completing each evaluation a report shall be submitted to the Department of Environment and Planning. The document shall explain the results, including testing information, and identifying acceptable mitigation measures. The report shall also include, as an attachment, work specifications that can be utilized in seeking qualified bids for the radon mitigation.

4. RADON CLEARANCE TESTING

The Department of Environment and Planning is seeking to engage a certified Radon Testing Firm to undertake the following:

Conduct Post Mitigation Radon Testing to insure that completed mitigation system is properly reducing Radon to an acceptable level.

**E. FEE - THIS INFORMATION MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE**

All individuals/companies responding to this RFP shall submit three (3) copies of the following:

Fee Schedule: A flat rate fee proposal for each of the following:

- Risk Assessments: \$\_\_\_ per assessment/single family home + \$\_\_\_ per additional unit
- Clearance: \$\_\_\_ per clearance test/single family home + \$\_\_\_ per additional unit
- Radon Testing: \$\_\_\_ per assessment/single family home + \$\_\_\_ per additional unit
- Radon Clearance Testing: \$\_\_\_ per assessment/single family + \$\_\_\_ per additional unit

The price quote for "risk assessment" should include the cost of a full risk assessment and surface paint testing of areas identified by Erie County that will be disturbed by rehabilitation.

**SCHEDULE "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.

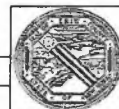
\_\_\_\_\_  
Proposer Name

By: \_\_\_\_\_  
Name and Title

**SCHEDULE "C"**

**STANDARD INSURANCE PROVISIONS**

County of Erie Standard Insurance Certificate



LAW-1 INS (Rev. 3/06)

This certificate does not amend, extend or alter the coverage afforded by the standard form policies listed below.

<b>I Insured</b> Name Address Zip Phone No.	<b>III Companies Affording Coverages</b>		
	<b>A</b>		
	<b>B</b>		
	<b>C</b>		
<b>II Issuing Agency</b> Name Address Zip Phone No.	<b>D</b>		

IV This is to certify that the policies listed below have been issued to the insured named above and are in force at this time.

Indicate Type of Insurance By Checking the Box	Policy Number	Effective Date & Expiration	Limits of Liability in Thousands		
			Check the Box	Occurrence	Aggregate
<b>Company Letter -</b> from III above  1. General Liability <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Premises and Operations <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Contractual <input type="checkbox"/> Personal Injury <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Explosion, Collapse <input type="checkbox"/> Underground Hazard			<input type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage  OR  <input type="checkbox"/> Combined Single Limit		
2. Automobile Liability <input type="checkbox"/> Comprehensive Form OR <input type="checkbox"/> Schedule Form <input type="checkbox"/> owned <input type="checkbox"/> hired <input type="checkbox"/> non-owned			<input type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage OR <input type="checkbox"/> Combined Single Limit		
3. Excess Liability <input type="checkbox"/> Umbrella Form OR <input type="checkbox"/> other than umbrella <input type="checkbox"/> auto <input type="checkbox"/> general <input type="checkbox"/> both			Bodily Injury & Property  Damage Combined \$ _____  Self Insured Retention \$ _____		
4. Worker's Compensation & Employer's Liability Disability Benefits			Statutory  Statutory		
5. Other <input type="checkbox"/>					

V. County of Erie is included as an additional Insured under the following Policy numbers:

VI. Description of Operations: It is understood that this coverage on behalf of the insured is for all locations in the County of Erie, NY.

VII. Cancellation/Non-Renewal: Should any of the policies noted above be cancelled before expiration thereof or not renewed by the insured, the issuing company will endeavor to mail \_\_\_\_\_ days advance written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

VIII. Name and Address of Certificate Holder & Recipient of Notice: County of Erie c/o Department of Law 95 Franklin Street, Room 1634 Buffalo, NY 14202 716-858-2200	Date Issued	_____
	Auth. Representative	_____
	Firm name & address	_____

FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate	_____
Purchase Order or Contact Number	_____
Vendor Insurance Classification	_____

**INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE**

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.
- II. CERTIFICATES OF INSURANCE
  - A. Shall be mailed to the "County of Erie, Dept. of Law, 95 Franklin Street, Room 1634, Buffalo, N.Y. 14202."
  - B. Coverage must comply with all specifications of the contract.
  - C. Executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to : County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.
- IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concession-Aires Services	F Livery Services	G All Purposes Public Entity Contracts
Comp. Gen. Liab.	\$1,000,000	\$500,000 CSL	\$500,000 CSL	\$1,000,000	\$500,000 CSL	\$1,000,000	\$500,000 CSL
- Prem. & OPS	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Prods. & Comp. OPS	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Independ. Contract	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Contractual	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Broad Form P.D.	INCLUDE	Note: Comprehensive Form Not Required					See note below
- X.C.U.							
- Personal Injury			INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Liquor Law				INCLUDE	see note below		
- Host Liquor							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.	\$1,000,000 see note below	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000 see nota below
Worker's Compensation & Employers Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Professional Liab.			\$1,000,000				
County of Erie To Be Named Add'l Insd. On	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

- \* Construction contracts require excess Umbrella Liability limits of \$3,000,000.
  - \*\* Snow removal contracts require evidence of broad form property damage.
  - \*\*\* 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.
  - \*\*\*\* Transportation of people in buses, vans or station wagons requires \$3,000,000 excess liability.
- NOTE: Workers Compensation & Employers Liability plus NYS Disability Benefits does not apply to self employed individuals.
- V. In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the standards printed above.
  - VI. 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.

## **ATTACHMENT 1**

### **KEY TERMS**

#### **CLEARANCE**

- Clearance involves a visual assessment and dust testing to determine if:
  - The area is safe for unprotected workers to enter.
  - The area is a safe place for young children to live.
- The visual assessment serves to check that work was completed and properly done.
- The dust testing serves to identify lead-contaminated dust. If Clearance results show lead-contaminated dust above the Clearance standard is present, the unit has not been adequately cleaned and places children at risk.
- If a unit fails Clearance, it must be re-cleaned. It must pass Clearance before it can be reoccupied.
- The Clearance test is performed by a certified risk assessor or certified lead inspector.

#### **PAINT TESTING**

- Paint testing is conducted to identify the lead content of a painted surface.
- It is conducted using an X-ray fluorescence (XRF) analyzer, or through analysis of paint samples by a lead-accredited lab or a comparable testing technique.
- Testing must be performed by a trained and certified professional lead inspector or risk assessor.
- The results of the paint testing must be documented in writing.

#### **RISK ASSESSMENT**

- A risk assessment is a thorough examination of a dwelling unit or a property to identify lead-based paint hazards that are present.
- It involves testing of dust, soil, and deteriorated paint and includes a visual inspection for deteriorated paint and other hazardous conditions. A risk assessment also includes an investigation of the age and history of the housing and occupancy by children under age six.

- A report is written that explains the results and identifies acceptable interim Controls and abatement strategies based on specific conditions and the owner's capabilities for controlling identified lead-based paint hazards.
- It is performed by a certified risk assessor.