



**ERIE COUNTY
REQUEST FOR PROPOSAL (RFP)
TO PROVIDE A MULTI-JURISDICTIONAL ALL HAZARD MITIGATION
PLAN**

**RFP#: 2026-029VF
March 20, 2026**

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

**COUNTY OF ERIE
REQUEST FOR PROPOSALS**

MULTI-JURISDICTIONAL ALL HAZARD MITIGATION PLAN

1. Introduction

The County of Erie, New York (“Erie County”) is seeking proposals from qualified firms (“Consultant”) to provide an updated Multi-Jurisdictional All Hazard Mitigation plan (MJHM). Erie County recognizes the potential for disasters to strike critical facilities within Erie County and wishes to have a plan in place before this occurs. Completion and approval of the Hazard Mitigation Plan will also make Erie County eligible to apply for hazard mitigation project grants, further increasing Erie County's ability to plan for and mitigate the effects of hazards. Identification of hazards and hazard categories will be developed from hazard vulnerability assessments.

2. Background and General Description of the Project

Pursuant to the Disaster Mitigation Act of 2000, 44 CFR §201.6, and Erie County’s standing civil defense mandate, a MJHM is a necessary tool in the planning for and response to potential hazards faced by Erie County and the 44 municipalities within. Additionally, this plan must meet all requisites set forth in the 2022 New York State Hazard Mitigation Planning Standards. Pre-disaster mitigation projects reduce the loss of life and property, human suffering, economic disruption, and disaster assistance costs resulting from natural disasters.

The first MJHM for Erie County was developed in 2004 and as with any disaster mitigation plan, periodic update and refinement is required. Following this methodology, Erie County has updated and will continue to update the MJHM as needed. This iteration of the update shall encompass new or evolving potential threats posed to Erie County.

The purpose of the requested MJHM is to provide an update of the 2022 MJHM that **meets the requirements of and is approved by** FEMA and New York State Division of Homeland Security and Emergency Services (“DHSES”), so as to ensure that the 45 partners (County, 25 Towns, 16 Villages, and 3 cities) are eligible for future hazard

mitigation funding. Partners of this agreement may choose to decline to accept the plan provided they create an approved plan for their municipality.

3. General Information and Requirements

A. Project Overview

Erie County seeks to hire a consultant to develop and prepare a Multi-Jurisdictional Local All Hazard Mitigation Plan update for the County of Erie and participating municipalities, which Plan shall be compliant with the criteria set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, 42 U.S.C. §5121, et seq. (the “Stafford Act”), as amended by the Disaster Mitigation Act of 2000, Public Law 106-390 (“DMA 2000”), and the requirements set forth under 44 C.F.R. Part 201, §201.6, and other applicable State and Federal requirements, as determined by the Federal Emergency Management Agency (“FEMA”) and New York State Division of Homeland Security and Emergency Services, including but not limited to, FEMA's Local Mitigation Handbook 2023, Local Mitigation Planning Policy Guide 2023, and the 2022 New York State Hazard Mitigation Planning Standards.

The DMA 2000 reinforces the importance of mitigation planning both in the pre-disaster and post-disaster stages and emphasizes the need for planning for disasters before they occur. 44 C.F.R. §201.6 requires local governments to have an approved mitigation plan to apply for and/or receive grant funding. For more information, please see Appendix C.

The Plan must also consider future funding requirements under the Repetitive Flood Claims Program (RFC) and the Federal Public Assistance (PA) Program (Section 406).

B. Key Dates

Release of RFP	March 20, 2026
Question Due Date	March 27, 2026
Response Posted	April 6, 2026
Proposals Due by (3:00pm EST)	April 13, 2026
Proposal Opening	April 14, 2026
Departmental Approval	April 24, 2026

County Legislature Submission	May 05, 2026
County Legislature Approval (expected)	May 28, 2026
Contract Award	June 25, 2026
Initial Planning Session	July 17, 2026

C. Registration

All firms wishing to participate in this process must register with Deputy Commissioner Gregory Butcher, Erie County Department of Homeland Security & Emergency Services- Emergency Preparedness at gregory.butcher@erie.gov. All further information including addendums and contact from Erie County will be sent electronically.

D. Abbreviations/Acronyms

CEO: Chief Executive Officer
DHS: U.S. Department of Homeland Security
DHSES: New York State Department of Homeland Security & Emergency Services
EC-DPW: Erie County Department of Public Works
EC-ESU: Erie County Department of Homeland Security & Emergency Services
FEMA: Federal Emergency Management Agency
MJHM: Multi-Jurisdictional All-Hazards Mitigation Plan
PITD: Portable Information Transfer Device (e.g. Flash drive or cd-rom)
ZEO: Zoning Enforcement Officer

E. Acceptable Portable Information Transfer Devices

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

4. Submission of Proposals

- A. Sealed proposals must be received no later than 3:00pm EST on April 13, 2026, by:
Erie County Department of Homeland Security & Emergency Services

Attn: Gregory Butcher

45 Elm Street

Buffalo, NY 14202

Submissions by e-mail or fax will not be accepted. The RFP Issuer will reject proposals received after the date and time noted above. All proposals must be sent to the County of Erie as noted above. One (1) original, six (6) copies and one (1) electronic copy in PDF format on a PITD of all proposal documents and must be submitted in sealed envelopes clearly labeled with the proposer's name, the proposer's address, the words "PROPOSAL DOCUMENTS." Proposals may be withdrawn personally or in writing provided that Erie County, the RFP Issuer, receives the withdrawal request prior to the time and date the proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, cancelled or modified, for one hundred eighty (180) days after the opening date, to give the RFP Issuer sufficient time to review the proposals, investigate the proposers' qualifications, secure any required municipal approvals, and execute an agreement with the successful proposer. An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this RFP.

- B. There is no restriction on the length of a proposal; however, respondents are encouraged to be as concise as possible.
- C. Proposers MUST sign the Proposal Certification attached hereto as Schedule "A". Unsigned proposals will be rejected.
- D. Erie County does not assume the responsibility or liability for costs incurred by firms responding to this RFP or to any subsequent requests for interviews, additional information, submissions, etc. prior to issuance of a contract.
- E. All firms wishing to participate in this process must register with Deputy Commissioner Gregory Butcher, Erie County Department of Homeland Security & Emergency Services- Emergency Preparedness at gregory.butcher@erie.gov. All

further information including addendums and contact from Erie County will be sent electronically.

- F. Any requests for RFP interpretations/questions shall be made by March 27, 2026, through e-mail to gregory.butcher@erie.gov. No requests for oral interpretations via telephone will be accepted. A single response to all questions will be made as outlined in the schedule. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST ERIE COUNTY.
- G. All consultants should understand that Erie County is committed to an open, fair and transparent selection process. All RFP submissions will be reviewed, objectively scored and ranked. Short listed firms will be interviewed prior to recommendation for selection.
- H. The highest-ranking firm after scoring and interviews will be recommended to the Erie County Legislature for authorization to enter into contract. Scores and ranking of all firms will be provided to the Legislature and the results will become public record at that time.
- I. Proposing firms should understand that to provide for this open and transparent process, more time will be required. The timeframe from advertisement to contract execution may be up to five months. Consultants should consider this when scheduling staff time and anticipating project commencement.
- J. Firms are encouraged to include Certified Minority and Women Owned Business Enterprises (MBE/WBE) in their teams in order to meet Erie County's goals of 15% MBE and 5% WBE participation. Certified MBE/WBE proposers should include the Erie County certification letter with the proposal.
- K. If proposer is a Veteran Owned Business, proposer should include letter indicating company is 51% or more Veteran-owned.

L. ADDITIONAL INFORMATION

a. Rights Reserved

Erie County reserves the right to ask any proposer to clarify its proposal or to submit additional information that the RFP Issuer in its sole discretion deems desirable. ERIE COUNTY FURTHER RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY INFORMALITIES THEREIN.

b. Cost for Preparing Proposal

Each proposer's costs incurred in developing its proposal are its sole responsibility, and the RFP Issuer shall have no liability for such cost.

c. Ownership of Proposals

All proposals submitted become the RFP Issuer's property and will not be returned to the proposers.

5. Stakeholders

- U.S. Government
 - Federal Emergency Management Agency
 - U.S. Army Corps of Engineers, Buffalo District
 - National Weather Service
- New York State
 - Department of Homeland Security and Emergency Services
 - Department of Environmental Conservation
 - Department of Transportation
- Erie County
 - Residents
 - Businesses
 - Department of Homeland Security and Emergency Services
 - Department of Environment and Planning
 - Department of Social Services
 - Department of Public Works
 - Erie County Water Authority
- Erie Municipalities

Akron, Village of	Depew, Village of	Lancaster, Village of
Alden, Town of	East Aurora, Village of	Marilla, Town of
Alden, Village of	Eden, Town of	Newstead, Town of
Amherst, Town of	Elma, Town of	North Collins, Town of
Angola, Village of	Evans, Town of	North Collins, Village of
Aurora, Town of	Farnham, Village of	Orchard Park, Town of
Blasdell, Village of	Gowanda, Village of	Orchard Park, Village of
Boston, Town of	Grand Island, Town of	Sardinia, Town of
Brant, Town of	Hamburg, Town of	Sloan, Village of
Buffalo, City of	Hamburg, Village of	Springville, Village of
Cheektowaga, Town of	Holland, Town of	Tonawanda, City of
Clarence, Town of	Kenmore, Village of	Tonawanda, Town of
Colden, Town of	Lackawanna, City of	Wales, Town of
Collins, Town of	Lancaster, Town of	West Seneca, Town of
Concord, Town of		Williamsville, Village of

- Erie County Disaster Preparedness Advisory Board
- Erie County Local Emergency Planning Committee
- American Red Cross
- National Grid
- NYSEG
- Buffalo Water Department (Veolia)
- Local Hospitals
- Niagara Frontier Transit Authority

6. Scope of Work

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

1. Qualifications

The Consultant should be familiar with and demonstrate aptitude and experience in All Hazard mitigation planning and include the following:

- a. Producing plans that are approved, adopted, and implemented per 44 CFR and FEMA mitigation planning guidance
- b. Producing plans that meet all requirements listed in the 2022 New York State Hazard mitigation Planning Standards
- c. Conducting public meetings and providing a written summary of such meetings
- d. Ability to conduct survey research, data analysis, and historical research
- e. Have access to appropriate hazard mitigation and risk analysis software
- f. Understanding of Federal and New York State environmental laws and regulations affecting hazard mitigation techniques including but not limited to Environmental and Historic Preservation requirements
- g. Understanding of regulatory permitting and procedures of FEMA, NYS Division of Homeland Security and Emergency Services (DHSES), the U.S. Army Corps of Engineers (ACE), and the NYS Department of Environmental Conservation (DEC) for performing hazard mitigation techniques
- h. Local land use policies, including but not limited to zoning and flood control ordinances allowed under NYS General Municipal law, City Law, Town Law, and Village Law
- i. Habitat-sensitive mitigation techniques
- j. Acquisition of hazard-prone property and/or conversion to open space
- k. Vegetative management and soil stabilization
- l. Infrastructure protection
- m. Storm water management
- n. Green and Gray Infrastructure Projects

- o. Design of minor structural storm water and flood control projects, including shoreline stabilization
- p. Ability to identify projects eligible for FEMA's Unified Hazard Mitigation Assistance (HMA) programs on a priority basis (short term, long term)
- q. NYS Environmental Quality Review Act (SEQRA) as it pertains to All Hazard mitigation planning and the adoption of an All Hazard mitigation plan
- r. Rehabilitation of High Hazard Dam Program (HHPD)
- s. Disaster Recovery and Resiliency Act (DRRA)

2. Project Initiation

- a. The Consultant shall meet with the Steering Committee (County Staff and additional stakeholders) to discuss the project scope.
- b. The Consultant shall become familiar with all necessary documents, agreements and regulations relevant to the project.
- c. The Consultant shall organize progress meetings with all involved parties (including Steering Committee).
- d. The Consultant shall perform all work necessary to meet the project timeline as outlined in the project schedule.
- e. The Consultant must understand that meetings with the Steering Committee (some potentially in-person in Buffalo, NY) will be required.

3. Project Prerequisites

- a. The Consultant will work with the Planning Committee and the jurisdictions to ensure that the Plan will include documentation of the planning process and the plan has been formally adopted by each of the governing bodies. Each municipal body should formally approve their involvement in the Planning process at the beginning of the project and formally adopt the Plan at the end of the process.
- b. The Consultant will assist in an open public involvement process in the formation of a plan. This includes opportunities for the public to comment on the plan at all stages of its formation, and the involvement of any neighboring communities, interested agencies, or private and non-profit

organizations. At least two public meetings must be scheduled, one at the beginning of the process to describe the process and get feedback, and one near the end of the process to describe the risk assessment and mitigation strategies and to get input. The project team will also assist in development of news releases as well as the facilitation of the appropriate web site for information dissemination, and will be present at all associated meetings and events.

- c. There will be a review of any existing plans or studies and incorporation of these if appropriate. County and municipal partners will be asked to supply existing plans and studies. EC-ESU shall assist in this task.
- d. There will be a review of local, state and federal regulations associated with hazards.
- e. The planning process will be documented and included in the Plan, including how the plan was prepared, who was involved in the process, and how the public was involved.
- f. Work/meet with municipal and county representatives such as building officials, CEOs, ZEOs, floodplain coordinator/ordinance (NFIP/CRS), planners (land use/zoning/comp plan), Public Works/DPW, Highway Superintendent, Emergency Management personnel, Public Safety, and Hazard Coordinator.

4. Plan Included Data

Data and information that should be acquired or developed for the plan, includes but is not limited to:

- Hazard Identification and Risk Assessment (HIRA) Assessment tool - a municipal assessment tool for use with key municipal and county staffs and volunteers which assists with identifying and profiling hazards
- Real property tax parcels/centroids, and data base
- County and municipal boundaries
- Surface water
- Roads, railroads, and other transportation infrastructure
- Identification and location of critical facilities

- Chemical and petroleum bulk storage
- Socio-economic and demographic data (population, housing and socio-economic characteristics)
- Floodplains and base flood elevations
- Dams
- Levees
- Delineations of specific hazard areas based on hazard assessment
- Land use
- Zoning
- Infrastructure and critical infrastructure
- Land use regulation and control documents
- Emergency management plans
- Relevant county and local plans
- Aerial photography
- Historical analysis of hazards
- Sources of hazards
- Federal, state and local regulations associated with hazards

5. Project Meetings

- a. The consultant must be prepared to conduct meetings with the steering committee monthly over the project timeline.
- b. At least **Two (2) Public Information Meetings** will be required prior to project completion. To maximize stakeholder participation, both meetings must be held after 5pm EST.
- c. Additional meetings at the discretion of the consultant will be coordinated with the steering committee.

6. Reports

A single PITD may be submitted for the draft or final report submission encompassing all necessary files.

- a. Draft plan report must be submitted by November 1, 2026
 - i. Draft report submission:

1. Three (3) color hard copies of the draft executive summary and pdf version of the report on PITD
 2. Three (3) color hard copies of the draft plan and pdf version of the report on PITD
 3. One (1) black and white Jurisdictional Annex for each of the 44 municipalities
- b. Final plan report must be submitted by January 14, 2027
- i. Final report submission:
 1. Five (5) color hard copies of the final executive summary and pdf version of the report on PITD
 2. Five (5) color hard copies of the final plan and pdf version of the report on PITD
 3. One (1) black and white Jurisdictional Annex for each of the 44 municipalities
 4. One set of each Size E (34"x 44") final color maps of each map filed within plan.
 5. Separate PDF version of each map on PITD.
 6. Any additional generated GIS information on the PITD in ESRI shapefile format
 - ii. Final report format:

Final report must include of following sections (not specifically in listed order) and any additional sections as deemed necessary

 1. Introduction
 2. Explanation of Process\Methodology
 3. Identification of Potential hazards
 4. Risk Assessments
 - a. Identifying Hazards
 - b. Profiling Hazard Events
 - c. Assessing Vulnerability: Identifying Assets
 - d. Assessing Vulnerability: Estimating Potential Losses

e. Assessing Vulnerability: Analyzing Development Trends

5. Capabilities and Resources
6. Mitigation Strategy and Goals
7. Alternative Mitigation Considerations
8. Action Item Evaluation and Prioritization
9. Plan Maintenance

7. Proposal Structure

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

Proposal Section 1: Executive Summary

This section must contain a brief outline of the proposal.

Proposal Section 2: Company Profile

This section must address the Consultant's qualifications and experience to carry out the requested service, inclusive of, but not limited to, qualification to do business in the State of New York, the number of years in business office locations, etc. Consultant shall submit a copy of their certificate of incorporation or otherwise describe the legal status of their organization.

Proposal Section 3: Project Approach

This section must address:

- This section will be used for carrying out all aspects of the project.
- Proposed quality control procedures that will be utilized to check out the accuracy of work.
- Proposed education and marketing tools to promote the plan to our target market of Erie County and municipalities.

Proposal Section 4: Project References/Project History

Proposers shall submit with their proposal a listing of a minimum of three detailed references and a list of similar projects for the previous three years that can attest to the bidder's qualifications to do the work called for in this project. References should be recent clients of bidder but may not include any current or former Erie County employees. Reference information should contain at minimum the following information:

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

Proposal Section 5: Project Management Team

This section must describe the assigned team for the project as well as the resumes of key staff personnel. Included in this section should be a projection of hours intended to be spent on this project by each team member. The team allocated to the project may not be removed from the assignment without prior written consent of Erie County.

Proposal Section 6: Cost

The section must include the cost associated with the consultant's plan to carry out the requested services.

Proposal Section 7: Presentation Workload

The Consultant shall include in the technical proposal an outline of the workload by project of the proposed staff to be involved in the project. Each such project shall be identified by name percentage of work time taken by the project, and completion deadline.

Proposal Section 8: Schedule

This section must include a schedule identifying all the major milestones of the work plan and the deliverables identified in the RFP

Proposal Section 9: Additional Documents

This section must include any other material the Consultant would like Erie County to consider when evaluating your proposal.

8. Statement of Rights

UNDERSTANDINGS

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

- that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with Erie County of Erie and is not a bid under Section 103 of the New York State General Municipal Law;
- submission of a proposal, attachments, and additional information shall not entitle the proposer to enter into an agreement with Erie County of Erie for the required services;
- by submitting a proposal, the proposer agrees and understands that Erie County 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 Erie County, its elected officials, officers, employees or agents, shall not be binding against Erie 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 Erie 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 Erie County and not necessarily on the basis of price or any other single factor;
- To interview the proposer(s);
- To request or obtain additional information Erie County deems necessary to determine the ability of the proposer;
- To modify dates;
- All proposals prepared in response to this RFP are at the sole expense of the proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from Erie County for the expenses of preparation. Erie County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- While this is a RFP and not a bid, Erie County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility

in determining whether a proposer is a responsible vendor for the purpose of this RFP process; and

- Erie County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline.

Contract

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

The term of the contract shall be for a One (1) year period commencing _____, 20__ and terminating _____, 20__ Erie County, in its sole discretion, subject to further legislative authorization, may extend the agreement beyond its initial term for up to two (2) additional year periods at the same prices and conditions.

Indemnification and Insurance

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

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

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of Erie County, the Consultant shall indemnify and hold harmless Erie County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising

directly or indirectly out of the acts or omissions hereunder by the Consultant or third parties under the direction or control of the Consultant; and

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

Intellectual Property Rights

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

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

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

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

Non-Collusion

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

Conflict of Interest

All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of Erie County 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 Erie County. The existence of a conflict shall be grounds for termination of a contract.

Compliance with Laws

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

Compliance with Laws

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

good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

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

“NOTICE”

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

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

and

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

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

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

Equal Pay Certification

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

EFFECTIVE PERIOD OF PROPOSALS

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

9. Appendices

- A: Proposer Certificate
- B: Standard insurance Provisions
- C: Equal Pay Certification
- D: MBE\WBE Certification

Schedule A
PROPOSER CERTIFICATION

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

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

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

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

Proposer Agency Name

By:

Name and Title



County of Erie Standard Insurance Certificate

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER

CANCELLATION

County of Erie 95 Franklin St Buffalo NY, 14202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

X. FOR COUNTY USE ONLY:

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

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

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

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

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

Workers Compensation Forms

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

DBL (Disability Benefits Law) Forms

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

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

Erie County Equal Pay Certification

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

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

Signature

Verification

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

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

B)

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

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



County of Erie

MBE/WBE COMMITMENT

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

SECTION 1.

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

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

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

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

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

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

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

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

NOTE:

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

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

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

BID NO.: _____
BID DATE: _____

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

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

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

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

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

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

Name: _____	YES _____
Address: _____	NO _____

Telephone No. _____	
IRS # _____	

Name: _____	YES _____
Address: _____	NO _____

Telephone No. _____	
IRS # _____	

Name: _____

YES _____

Address: _____

NO _____

Telephone No. _____

IRS # _____

Name: _____

YES _____

Address: _____

NO _____

Telephone No. _____

IRS # _____

Name: _____

YES _____

Address: _____

NO _____

Telephone No. _____

IRS # _____

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

\$
\$

IV. Total Amount of Bid

\$

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

%
%

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

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

MBE/WBE UTILIZATION REPORT - PART B

FINAL CERTIFICATION OF EXPENDITURES TO MBEs/WBEs

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

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

VENDOR: _____ BID NO. _____

MBE	TOTAL AMOUNT EXPENDED

WBE	TOTAL AMOUNT EXPENDED

TOTAL OF ALL MBE SUBCONTRACTS \$ _____

TOTAL OF ALL WOMEN SUBCONTRACTS \$ _____

AMOUNT OF CONTRACT (PRIME) \$ _____

FINAL MBE PERCENTAGE \$ _____

FINAL WBE PERCENTAGE \$ _____

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

SIGNATURE	TITLE	DATE

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

WAIVER RECOMMENDATION

COMPANY: _____

ADDRESS: _____

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

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

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

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

(Use additional sheets if necessary.)

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

DATE	SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE
------	---

Granted in Whole: _____

Granted in Part: _____

Comments: _____

DIRECTOR OF E.E.O.	DATE
--------------------	------

Certification Regarding Debarment And Suspension

1) As required by Federal Executive Order 12549, and prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Contractor certifies that it, and its principals:

(a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;

(b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and

(d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the Contractor is unable to certify to any of the statements in this paragraph, the Contractor shall attach an explanation to this certification.

Date: _____

Signature

Title

Business Name

Certification Regarding Drug-Free Workplace Requirements Grantees Other Than Individuals

This certification is required by regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988, 41 U.S.C. § 701 et seq. See 48 C.F.R. Subpart 23.5.

The Contractor certifies that it will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and,

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and,

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

Date: _____

Signature

Title

Business Name

Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member 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.

Date: _____

Signature

Title

Business Name

NOTE: If Disclosure Forms are required, please contact: Mr. Will Sexton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-0001