



COUNTY OF ERIE

DIVISION OF PURCHASE INVITATION TO BID

Bids, as stated below, will be received and publicly opened by the Division of Purchase in accordance with the attached specifications. FAX bids are unacceptable. Bids must be submitted in a sealed envelope to:

County of Erie
Division of Purchase
Attention: JAMES KUCEWICZ, BUYER (716) 858-6336
95 Franklin Street, Room 1254
Buffalo, New York 14202-3967

NOTE: Lower left-hand corner of envelope **MUST** indicate the following:

BID NUMBER: 250226-002

OPENING DATE: DECEMBER 22, 2025 TIME: 11:00 AM

FOR: EMERGENCY POWER GENERATOR MAINTENANCE

NAME OF BIDDER: _____

If you are submitting other Invitations to Bid, each bid must be enclosed in a separate envelope.

Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

- | | | |
|--------------|-----------------------------|---|
| <u> X </u> | EXHIBIT "A" | - Assignment of Public Contracts |
| <u> X </u> | EXHIBIT "B" | - Purchases by Other Local Governments or Special Districts |
| <u> </u> | EXHIBIT "C" | - Construction/Reconstruction Contracts |
| <u> </u> | EXHIBIT "D" | - Bid Bond (Formal Bid) |
| <u> </u> | EXHIBIT "E" | - Bid Bond (Informal Bid) |
| <u> X </u> | EXHIBIT "EP" | - Equal Pay Certification |
| <u> </u> | EXHIBIT "F" | - Standard Agreement |
| <u> X </u> | EXHIBIT "G" | - Non-Collusive Bidding Certification |
| <u> X </u> | EXHIBIT "H" | - MBE/ WBE Commitment |
| <u> X </u> | EXHIBIT "IC" | - Insurance CLASSIFICATION "A" |
| <u> </u> | EXHIBIT "P" & EXHIBIT "PBI" | - Performance Bond |
| <u> </u> | EXHIBIT "Q" | - Confined Space Program Certification |
| <u> X </u> | EXHIBIT "PW" | - NYS Prevailing Wage |
| <u> X </u> | EXHIBIT "V" | - Vendor Federal Compliance Certification |

County of Erie
DIVISION OF PURCHASE
NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;

(2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this _____ day of _____, 20 _____

TERMS _____ DELIVERY DATE AT DESTINATION _____

FIRM NAME _____

ADDRESS _____

ZIP _____

AUTHORIZED SIGNATURE _____

TYPED NAME OF AUTHORIZED SIGNATURE _____

TITLE _____ TELEPHONE NO. _____

(Rev. 1/2000)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6336

County of Erie

DIVISION OF PURCHASE

BID SPECIFICATIONS

BID NO 250226-002

Ship to: County of Erie

Attention:

Ship Via:

Address:

Date Required at Destination:

[illegible]

NOTE: Bid results cannot be given over the phone. All requests for bid results should be submitted in writing or faxed to:

ERIE COUNTY DIVISION OF PURCHASE

Freedom of Information Officer

95 Franklin Street, Rm. 1254

Buffalo, NY 14202

FAX #: 716/858-6465

NAME OF BIDDER _____

(Rev. 9/95)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

Bid Specifications for Emergency Power Generator sets:

Erie County Department of Public Works, Division of Buildings and Grounds, requires a vendor to provide semiannual inspection and preventive maintenance service on emergency power generator sets located at various County facilities as listed in the enclosed specifications.

Term of the contract is: January 1, 2026 through December 31, 2027.

ARTICLE I - GENERAL

1001 - The inspection and preventive maintenance services to be performed by a trained contractor. This specification shall consist of furnishing all material, parts, labor, tools, and equipment necessary to provide complete inspection and maintenance service to the emergency power generators sets and automatic transfer switches as described in this contract.

1002 - Bidder is requested to quote price per inspection and annual cost (based on two inspections per year) for each generator. Such inspections to be conducted twice during the 12-month period as specified. One inspection performed in the month of March or April and one inspection in the month of October or November. Prior arrangements for inspections are to be scheduled at the mutual agreement of the site Chief Engineer / County representative and the vendor.

1003 - As part of this contract, vendor is to provide at no additional cost to the County: belts, (batteries one complete change at each facility within the term of contract) coolant hoses, filters (oil, fuel, coolant and air), engine oil, coolant and coolant additive as needed to maintain the generator's engines in reliable operating condition.

1004 - The County reserves the right to terminate (60-day written notice) at any time for any reason or suspend any part of the services described herein when conditions change, operation of a County facility is reduced or discontinued or other similar circumstances take place. In the event of such termination or suspension, payments for services shall be suspended without penalty.

ARTICLE II - COMPETENCY OF BIDDER

2001A - The bidder shall have had a qualified service organization in active operation for a minimum of five years. The bidder shall have established a history of competent service, proof of training & proof of experience in maintaining the specific types of equipment as described in these specifications, and must have on its payroll sufficient qualified personnel to guarantee satisfactory performance of this contract.

2001B - All technicians working on County of Erie generators and transfer switches must provide OEM documentation that they have received training on generator and transfer switch maintenance and provide said documentation at time of bid.

2001C - All servicing technicians shall have continual company training on electrical safety procedures in all aspects of generator and transfer switch maintenance. *Documentation will be provided **prior** to working on any County of Erie generator site.*

2001D - The bidder must have training and software ability to communicate and to service the generator/transfer switches at the following locations # 2, 3, 4, 5, 6, 7, 18, 20, 22, 24 (as listed below).

2002 - The bidder shall submit a statement that includes at least three specific locations that have been serviced by the bidder and the dates during which the service has been performed. Consideration will not be given to bids submitted by an individual, firm, or corporation who has established on former projects, and on either government or commercial, an unsatisfactory record of performance in connection with inspection, maintenance or repair of emergency power generator sets. The County reserves the right to determine the competency of contractors being considered for the award of this contract. The County will take into consideration all factors, which are deemed pertinent to the satisfactory execution of this contract.

2003 - The successful bidder will be required to provide proof of insurance as per requirements of Erie County standard insurance classification "A".

ARTICLE III - PAYMENTS

3001 - Payments in the amounts stipulated in the contract shall be made semiannually in arrears, upon completion of service and submission of specified written reports and invoices.

ARTICLE IV - FAILURE TO COMPLY

4001 - In the event that the contractor fails to maintain the power generating equipment in accordance with these specifications, or violates any of the provisions hereof, the County of Erie may, upon ten days' notice in writing to the contractor, engage the services of others to perform all work necessary to bring the equipment up to good operating standards. The cost of this work shall be at the contractor's expense.

ARTICLE V - SCOPE OF WORK

5001 - The work to be performed by the contractor under this specification shall consist of preventive maintenance and inspection services as herein described.

5002 - WORKING HOURS - Preventive maintenance and inspection work under these specifications shall be performed during normal working hours and on regular working days established for the County of Erie.

5003 - EMERGENCY SERVICE - The contractor shall provide emergency service outside of normal working hours for the trade on any day of the week, day or night, holidays included. The contractor shall provide a continuous telephone service where he can be reached twenty-four hours, seven days each week, Sundays and holidays included in the event emergency service is required. Such emergency service is outside of the normal maintenance and inspection service specified in this contract and is to be billed separately at the appropriate established overtime rate with prior approval of the site Chief Engineer/County Representative.

5004 - SEMIANNUAL INSPECTION AND MAINTENANCE WILL INCLUDE THE FOLLOWING:

1. Adjust engine fuel injectors and valves as required. Check or replace spark plugs, points and condenser as required if applicable.
2. Check and adjust fuel pump and governor or carburetor if applicable.
3. Provide an annual independent, 3rd party lube oil, coolant and analysis to determine oil and coolant condition and change interval. Oil and coolant samples to be taken and report provided as part of the 1st semiannual inspection. Change lube oil and filter annually, coolant recommended by analysis and dispose of waste oil, coolant and filters as per NYS DEC regulations. Lubricate all equipment as specified by manufacturer.
4. Inspect complete fuel system and service sediment trap and fuel filter(s). Replace fuel filters as required.
5. Check engine for oil, coolant and/or fuel leaks - report problems to owner representative.
6. Check battery condition and battery charger operation. Clean battery terminals and add electrolyte as needed. Record specific gravity of each cell and include on inspection report. Batteries are to be load tested and replaced under the terms of this specification and properly disposed of by contractor.
7. Check lube oil and coolant level - add fluids as needed.
8. Check coolant's freeze protection - add antifreeze and DCA as needed.
9. Check condition of all hoses and belts - report to owner. Replace as required.
10. Check and clean air intake system and service air cleaner. Replace as required.
11. Check generator brushes, commutator or slip rings for proper setting and operation.
12. Check operation of automatic transfer switch (where practical) - report problems to owner representative.
13. Check operation of all instruments and engine safety controls - report deficiencies to owner rep.
14. Run and test unit (under load, where practical).
15. Comply with NFPA maintenance guidelines where applicable for emergency generating systems in health care facilities.
16. Instruct owner personnel upon request, of proper operating and care procedures between scheduled calls.
17. Contractor will provide and maintain electronic log available to assigned County personnel detailing the service provided for each semiannual and emergency service call. The log entry will give a narrative of the work performed on each generator, the date of service, generator Serial Number or identification number, generator clock hours, and name of technician. Upon termination of this contract, all electronic documents become the property of the County of Erie.
18. A written report of all inspections and engine oil and coolant analysis reports are to be sent to the Chief Engineer / representative at each generator location and copies of such reports along with detailed invoice, to the Buildings and Grounds office, Room 1400, 95 Franklin St, Buffalo, NY 14202.

5005 - ADDITIONAL WORK - Any work required on power generators sets or associated transfer switching equipment outside of the normal inspection and maintenance service specified herein, that was identified as being needed at time of inspection, may be completed with the prior approval of the site Chief Engineer/ County Representative (as noted on page 4 of 5). Such work to be billed separately with detail of labor hours and any non-covered parts utilized.

5005.1 LOAD BANK TESTING – Sites 15 – 43 require an annual load bank test at 30% load for 1 Hour. Test to be performed during the 2nd inspection of each year contractor to supply load bank.

ARTICLE VI – PRICING & PAYMENT

1. Emergency Operations Center - Chestnut Ridge Park – Mike Feldman 783-6695

DT530- 150kW Magnetek Detroit Diesel S/N VNV530R60ASD \$_____each \$_____annual (ea x 2)

2. Botanical Gardens - South Park Ave. Buffalo, NY – Mike Feldman 783-6695

Olympian G80F3, 80kW \$_____each \$_____annual (ea x 2)

3. Erie County H.V.A.C. Facility – 1084 Harlem Rd., Chkt, NY – Mike Feldman 783-6695

CAT Olympian G45F3S 120/240 volt, 1 Phase, 42kW \$_____each \$_____annual (ea x 2)

4. Erie County Youth Detention Facility – 810 E. Ferry St. Bflo, NY – Sandor Toth 858-4707

CAT 480v 3 phase 600kW Diesel S/N 00000T9ET02459 \$_____each \$_____annual (ea x 2)

5. Hamburg Highway – 50 West Ave., Hamburg, NY – Joe Donlon 649-4077

Onan/Cummins DGFB 100kW \$_____each \$_____annual (ea x 2)

6. Harlem Highway – 1080 Harlem Rd., Chkt., NY – Mike Pasnik 823-4243

Onan/Cummins DGDB 100kW \$_____each \$_____annual (ea x 2)

7. Weights & Measures – 2380 Clinton St., Chkt., NY – Mike Feldman 786-6695

Onan/Cummins DGCB 60kW \$_____each \$_____annual (ea x 2)

8. Concord Highway – 9125 Sibley Rd., Concord, NY – Tony Scolese 592-9346

Kohler 55RZ52 natural gas 55kW \$_____each \$_____annual (ea x 2)

9. Concord Highway sign shop – 9125 Sibley Rd., Concord, NY – Tony Scolese 592-9346

Kohler 20RE0ZK/339NGMGK0016 Diesel \$_____each \$_____annual (ea x 2)

10. Aurora Highway – Route 119 Ellicott Rd., Aurora, NY – Rich Denning 652-0410

Kohler 100RZ82 natural gas 88kW \$_____each \$_____annual (ea x 2)

11. Clarence Highway – 5105 Salt Rd. Clarence, NY – Pat Baskerville 759-8328

Generac 50kW \$_____each \$_____annual (ea x 2)

12. North Collins Highway (truck garage) – Tony Scolese 592-9346

Generac 11kW \$_____ each \$_____ annual (ea x 2)

13. Lancaster Highway – 125 Cemetery Rd., Lancaster, NY 14086 – Mike Feldman 783-6695

Cummins C125 N6 125kW-NG \$_____ each \$_____ annual (ea x 2)

14. Erie County Emergency Services – Jerry Whittington 432-2435

25kW Tow Behind \$_____ each \$_____ annual (ea x 2)

25kW Tow Behind \$_____ each \$_____ annual (ea x 2)

The following sites require annual load bank test @ 30% load

15. Erie County Correctional Facility – 11581 Walden Ave. Alden, NY – Joe Dauer 937-5739

Onan 7500DRZ4XR1272910 750kW Diesel S/N K840737858 \$_____ each \$_____ annual (ea x 2)

Onan 7500DRZ4XR1272910 750kW Diesel S/N K840737857 \$_____ each \$_____ annual (ea x 2)

16. Erie County Holding Center – 10-40 Delaware Ave. Buffalo, NY – Paul Overfield 858-6368

Caterpillar 3408 350kW Diesel S/N 78201623 \$_____ each \$_____ annual (ea x 2)

Caterpillar 3408 350kW Diesel S/N 78201631 \$_____ each \$_____ annual (ea x 2)

17. 134 West Eagle St., Buffalo, NY – Paul Overfield 858-6368

Cummins Diesel VT-12-63-GS 350kW \$_____ each \$_____ annual (ea x 2)

18. New County Hall - 25 Delaware, Buffalo, NY – Joseph Toth 858-8024

Kohler Model 100G8G 100kW S/N 0767978 \$_____ each \$_____ annual (ea x 2)

19. Old County Hall - 92 Franklin St., Buffalo, NY – Joseph Toth 858-8024

Kohler Model 60G8G 60kW S/N 0767977 \$_____ each \$_____ annual (ea x 2)

20. Erie County Fire Training Academy – 3359 Broadway, Chkt, NY – Mike Feldman 783-6695

Caterpillar 3408 350kW Diesel S/N 78201623 \$_____ each \$_____ annual (ea x 2)

Caterpillar 200kW 480/277v 3 phased Diesel \$_____ each \$_____ annual (ea x 2)

21. Medical Mall - 1500 Broadway, Buffalo, NY – Mike Feldman 783-6695

Cummins NT855 150kW \$_____ each \$_____ annual (ea x 2)

22. Erie County Family Court Building – 1 Niagara Plaza, Bflo, NY – Mike Campanella 858-7793

Onan/Cummins DFF1A-4487834 S/N J000160559SPECE 480-volt, 3 Phase, 750kW \$_____each
\$_____annual (ea x 2)

23. Erie County Fire Radio Communications Bldg. – Chestnut Ridge Park – Kevin Hughes 208-8888

Kohler 30RZZ82 33kW S/N 179129 Natural Gas \$_____each \$_____annual (ea x 2)

24. Public Safety Campus – 45 Oak St., Bflo, NY – Sandor Toth 858-4707

Caterpillar 3508DITA, 900kW \$_____each \$_____annual (ea x 2)

Caterpillar 3508DITA, 900kW \$_____each \$_____annual (ea x 2)

25. Erie County Medical Center AA – 503 Kensington Ave., Buffalo, NY – Mike Feldman 783-6695

Olympian NG 660-F1 \$_____each \$_____annual (ea x 2)

26. Erie County Medical Center BB – 503 Kensington Ave., Buffalo, NY – Mike Feldman 783-6695

Olympian NG 660-F1 \$_____each \$_____annual (ea x 2)

27. Erie County Medical Examiner's Office – 501 Kensington Ave., Buffalo, NY – Mike Feldman 783-6695

Cummings Diesel QSB7-DSAC 150kW \$_____each \$_____annual (ea x 2)

28. Erie County Warehouse – 500 Commerce Dr., Amherst, NY – Jon Torre 858-2165

ONAN GGHB-3372893 65 kW S/N F990925979 Spec. B \$_____each \$_____annual (ea x 2)

29. Jesse Nash Health Clinic – 608 William St., Buffalo, NY – Mike Feldman 783-6695

230kW 120/208v 3-phase Diesel \$_____each \$_____annual (ea x 2)

30. Erie County Emergency Services – S. Feddick Rd. & Zimmerman – Tower Jerry Whittington 432-2435

35kW Olympian Diesel \$_____each \$_____annual (ea x 2)

31. Erie County Emergency Services – 8635 East Eden Rd. – Tower Jerry Whittington 432-2435

25kW Cummings Diesel \$_____each \$_____annual (ea x 2)

32. Erie County Emergency Services – 6552 East Creek Rd – Tower Jerry Whittington 432-2435

25kW Cummings Diesel \$_____each \$_____annual (ea x 2)

33. Erie County Emergency Services – Newstead – Tower Jerry Whittington 432-2435

25 kW Cummings Diesel \$_____each \$_____annual (ea x 2)

34. Erie County Emergency Services – North Collins Jerry Whittington 432-2435

25kW Cummings Diesel \$_____each \$_____annual (ea x 2)

35. Erie County Emergency Services – Sardinia – Tower Jerry Whittington 432-2435

35kW Olympian Diesel \$_____each \$_____annual (ea x 2)

36. Erie County Emergency Services – Military Rd. – Tower Jerry Whittington 432-2435

10kW Generac Diesel \$_____each \$_____annual (ea x 2)

37. Erie County Emergency Services – Townsend Hill Rd. – Tower Jerry Whittington 432-2435

25kW Kohler Diesel \$_____each \$_____annual (ea x 2)

38. Erie County Emergency Services – Vermont Hill Rd. – Tower Jerry Whittington 432-2435

25kW Cummings Diesel \$_____each \$_____annual (ea x 2)

39. Erie County Emergency Services – Warner Gulf Rd. – Tower Jerry Whittington 432-2435

35kW Olympian Diesel – LP \$_____each \$_____annual (ea x 2)

40. Erie County Emergency Services – Harris Hill – Tower Jerry Whittington 432-2435

15kW Generac \$_____each \$_____annual (ea x 2)

41. Erie County Emergency Services – South Wales – Tower Jerry Whittington 432-2435

15kW Generac \$_____each \$_____annual (ea x 2)

42. Lincoln Building – 110 Franklin St. – Joe Toth 858-8024

Kohler 100REZGD \$_____each \$_____annual (ea x 2)

43. DPW – 13 Centre Dr. – Mike Feldman 783-6695

500kW CAT \$_____each \$_____annual (ea x 2)

Semiannual payments are to be made in arrears upon completion of inspections and submittal of invoice accompanied by inspection reports and 3rd party independent oil and coolant analysis report.

*Any additional work required and authorized will be charged at a labor Rate per hour of: \$ _____

Overtime Rate per hour of \$ _____

Holiday Rate per hour of \$ _____

NAME of BIDDER: _____

Article VII THE FOLLOWING IS A LIST OF GENERATORS AND LOCATIONS:

1. Emergency Operations Center - Chestnut Ridge Park – Mike Feldman 783-6695
(1) DT530- 150kW Magnetek Detroit Diesel S/N VNV530R60ASD
2. Botanical Gardens - South Park Ave. Buffalo, NY – Mike Feldman 783-6695
(1) Kohler Natural Gas, 6cyl. Massaro, Model 55RZ51
3. Erie County H.V.A.C. Facility – 1084 Harlem Rd., Chkt, NY – Mike Feldman 783-6695
(1) CAT Olympian G45F3S 120/240 volt, 1 Phase, 42kW
4. Erie County Youth Detention Facility – 810 E. Ferry St. Bflo, NY – Sandor Toth, Chf. Engr. 858-4707
(1) CAT 480v 3 phase 600kW Diesel S/N 00000T9ET02459
5. Hamburg Highway – 50 West Ave., Hamburg, NY – Joe Donlon 649-4077
(1) Onan/Cummins DGFB 100kW
6. Harlem Highway – 1080 Harlem Rd., Chkt., NY – Mike Pasnik 823-4243
(1) Onan/Cummins DGDB 100kW
7. Weights & Measures – 2380 Clinton St., Chkt., NY – Mike Feldman 786-6695
(1) Onan/Cummins DGCB 60kW
8. Concord Highway – 9125 Sibley Rd., Concord, NY – Tony Scolese 592-9346
(1) Kohler 55RZ52 natural gas 55kW
9. Concord Highway sign shop – 9125 Sibley Rd., Concord, NY – Tony Scolese 592-9346
(1) Kohler 20RE0ZK/339NGMGK0016 Diesel
10. Aurora Highway – Route 119 Ellicott Rd., Aurora, NY – Rich Denning 652-0410
(1) Kohler 100RZ82 natural gas 88kW
11. Clarence Highway – 5105 Salt Rd.. Clarence, NY – Pat Baskerville 759-8328
(1) Generac 50kW
12. North Collins Highway (truck garage) – Tony Scolese 592-9346
(1) Generac 11kW
13. Lancaster Highway – 125 Cemetery Rd., Lancaster, NY – Rich Denning 858-4935, 319-1898 (c)
(1) Cummins C125 N6 125kW-NG S/N I240371276
14. Erie County Emergency Services – Jerry Whittington 432-2435
(2) 25kW Tow Behind

The following sites require annual load bank test @ 30% load

15. Erie County Correctional Facility – 11581 Walden Ave. Alden, NY – Joe Dauer 937-5739
 - (1) Onan 7500DRZ4XR1272910 750kW Diesel S/N K840737858
 - (2) Onan 7500DRZ4XR1272910 750kW Diesel S/N K840737857
16. Erie County Holding Center – 10-40 Delaware Ave. Buffalo, NY – Paul Overfield 858-6368
 - (1) Caterpillar 3408 350kW Diesel S/N 78201623
 - (2) Caterpillar 3408 350kW Diesel S/N 78201631
17. 134 West Eagle St., Buffalo, NY – Paul Overfield 858-6368
 - (1) Cummins Diesel VT-12-63-GS 350kW
18. New County Hall - 25 Delaware, Buffalo, NY – Joseph Toth 858-8024
 - (1) Kohler Model 100G8G 100kW S/N 0767978
19. Old County Hall - 92 Franklin St., Buffalo, NY – Joseph Toth 858-8024
 - (1) Kohler Model 60G8G 60kW S/N 0767977
20. Erie County Fire Training Academy – 3359 Broadway, Chkt, NY – Mike Feldman 783-6695
 - (1) Caterpillar 3408 350kW Diesel S/N 78201623
 - (1) Caterpillar 200kW 480/277v 3 phased Diesel
21. Medical Mall - 1500 Broadway, Buffalo, NY – Mike Feldman 783-6695
 - (1) Cummins NT855 150kW
22. Erie County Family Court Building – 1 Niagara Plaza, Bflo, NY – Mike Campanella 858-7793
 - (1) Onan/Cummins DFF1A-4487834 S/N J000160559SPECE 480 volt, 3 Phase, 750kW
23. Erie County Fire Radio Communications Bldg. – Chestnut Ridge Park – Kevin Hughes 208-8888
 - (1) Kohler 30RZZ82 33kW S/N 179129 Natural Gas
24. Public Safety Campus – 45 Oak St., Bflo, NY – Sandor Toth, Chf. Engr. 858-4707
 - (2) Caterpillar 3508DITA, 900kW
25. Erie County Medical Center AA – 503 Kensington Ave., Buffalo, NY – Mike Feldman 783-6695
 - (1) Olympian NG 660-F1
26. Erie County Medical Center BB – 503 Kensington Ave., Buffalo, NY – Mike Feldman 783-6695
 - (1) Olympian NG 660-F1
27. Erie County Medical Examiner's Office – 501 Kensington Ave., Buffalo, NY – Mike Feldman 783-6695
 - (1) Cummings Diesel QSB7-DSAC 150kW
28. Erie County Warehouse – 500 Commerce Dr., Amherst, NY – Jon Torre 858-2165
 - (3) ONAN GGHB-3372893 65 kW S/N F990925979 Spec. B
29. Jesse Nash Health Clinic – 608 William St., Buffalo, NY – Mike Feldman 783-6695
 - (1) 230kW 120/208v 3-phase Diesel
30. Erie County Emergency Services – S. Feddick Rd. & Zimmerman – Tower Jerry Whittington 432-2435
 - (1) 35kW Olympian Diesel
31. Erie County Emergency Services – 8635 East Eden Rd. – Tower Jerry Whittington 432-2435
 - (1) 25kW Cummings Diesel
32. Erie County Emergency Services – 6552 East Creek Rd – Tower Jerry Whittington 432-2435
 - (1) 25kW Cummings Diesel
33. Erie County Emergency Services – Newstead – Tower Jerry Whittington 432-2435
 - (1) 25 kW Cummings Diesel

34 Erie County Emergency Services – North Collins Jerry Whittington 432-2435
(1) 25kW Cummings Diesel

35 Erie County Emergency Services – Sardinia – Tower Jerry Whittington 432-2435
(1) 35kW Olympian Diesel

36 Erie County Emergency Services – Military Rd. – Tower Jerry Whittington 432-2435
(1) 10kW Generac Diesel

37 Erie County Emergency Services – Townsend Hill Rd. – Tower Jerry Whittington 432-2435
(1) 25kW Kohler Diesel

38 Erie County Emergency Services – Vermont Hill Rd. – Tower Jerry Whittington 432-2435
(1) 25kW Cummings Diesel

39 Erie County Emergency Services – Warner Gulf Rd. – Tower Jerry Whittington 432-2435
(1) 35kW Olympian Diesel - LP

40 Erie County Emergency Services – Harris Hill – Tower Jerry Whittington 432-2435
(1) 15kW Generac

41 Erie County Emergency Services – South Wales – Tower Jerry Whittington 432-2435
(1) 15kW Generac

42 Lincoln Building – 110 Franklin St. – Joe Toth 858-8024
(1) Kohler 100REZGD S/N-3349GMGH0036 5.27 L

43 DPW – 13 Centre Dr., Orchard Park – Mike Feldman 783-6695
(1) 2003 CAT 3456 500kW, S/N CER00787

County of Erie
DIVISION OF PURCHASE
INSTRUCTIONS TO BIDDERS (FORMAL)

1. BID SHALL BE SUBMITTED ON THESE COUNTY OF ERIE BID FORMS or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.
2. LATE PROPOSALS. Any bids received in the Erie County Division of Purchase after the date and time prescribed will not be considered for contract award.
3. EMERGENCY CLOSINGS. In the event the closing of certain County facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Division of Purchase control, only bids received in the Division of Purchase prior to the date and time or postmarked as of the date prescribed will be considered for contract award.
4. ANY CHANGE IN WORDING OR INTERLINEATION BY A BIDDER OF THE INQUIRY AS PUBLISHED BY THE COUNTY OF ERIE shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.
5. THE COUNTY RESERVES THE RIGHT TO REJECT any and all bids, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. The County does not obligate itself to accept the lowest or any other proposal.
6. AWARD TO THE LOWEST RESPONSIBLE BIDDER. For the purpose of determining which bidder is the lowest qualified responsible bidder, it shall be the lowest three bidders' responsibility, within FIVE DAYS of being so notified by the Division of Purchase, to present information and documentation to the Division of Purchase, to satisfy the County that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.
7. CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.
8. This EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid:

IT IS UNDERSTOOD BY THE PARTIES THAT THIS AGREEMENT SHALL BE EXECUTORY ONLY TO THE EXTENT OF THE MONIES AVAILABLE TO THE COUNTY OF ERIE AND APPROPRIATED THEREFOR, AND NO LIABILITY ON ACCOUNT THEREOF SHALL BE INCURRED BY THE COUNTY BEYOND THE MONIES AVAILABLE AND APPROPRIATED FOR THE PURPOSE THEREOF.
9. FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by the County of Erie to recover damages.
10. PRICES SHALL BE QUOTED F.O.B. DESTINATION AND DELIVERED INSIDE. "Tailgate delivery" will not be accepted unless specified by the County.
11. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE COUNTY. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the bid. There will be no additional charges for delivery.
12. NO TAXES ARE TO BE BILLED TO THE COUNTY. Bids shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The County of Erie Purchase Order is an exemption certificate. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net bid.
13. THE SUCCESSFUL BIDDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision of regulatory body which may apply to its performance under this contract.

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14. GRATUITIES, ILLEGAL OR IMPROPER SCHEMES. The County may terminate this agreement if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any County official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of this agreement. The County may also terminate this agreement if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of this agreement. In the event that it is determined that said improper or illegal acts occurred, the County shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.

15. INSURANCE shall be procured by the Successful Bidder before commencing work, no later than 14 days after notice of award and maintained without interruption for the duration of the Contract, in the kinds and amounts specified in Exhibit IC, unless otherwise stipulated in these Bid Specifications. IF THE INSURANCE IS NOT PROVIDED IN ACCEPTABLE FORM WITHIN THIS PERIOD OF TIME, THEN THE DIRECTOR OF PURCHASE MAY DECLARE THE VENDOR NONRESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOW RESPONSIBLE BIDDER.

CERTIFICATES OF INSURANCE shall be furnished by the successful bidder on Erie County Standard Insurance Certificate, Exhibit IC.

16. ANY CASH DISCOUNT which is part of bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The County policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the County will take the discount when payment is made. The County will not pay any interest charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.

17. CHANGES IN THE WORK. The County may, as the need arises, through the Director of Purchase, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the contractor and County through the Director of Purchase.

18. BID OFFERING MATERIAL OTHER THAN THAT OF SPECIFIED MANUFACTURER OR TRADE NAME will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.

19. IF MATERIAL OR SERVICES OTHER THAN THOSE SPECIFIED IN THIS BID DOCUMENT ARE OFFERED, the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:

- (a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Division of Purchase, sufficient detail is not presented as a part of the sealed bid to permit definitive evaluation of any substitute item, the bid will not be considered.
- (b) Descriptive literature of item offered, for evaluation.
- (c) List of installations in Erie County of the item offered.
- (d) List of other installations.

20. ANY ADDITIONAL INFORMATION for which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.

21. WORKMANSHIP MUST MEET WITH THE APPROVAL OF THE DEPARTMENT HEAD(S) INVOLVED, AND SHALL BE FIRST CLASS in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what stage of completion, may be rejected and shall be made good by the contractor at his own expense.

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22. CONTRACTOR SHALL CLEAN UP and remove all debris and rubbish resulting from the work and leave the premises broom clean to the approval of the department head.

23. THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45-day period, a bidder to whom the bid has not been awarded, may withdraw his bid by serving written notice of his intention to do so upon the Division of Purchase. Upon withdrawal of the bid pursuant to this paragraph, the Division of Purchase will forthwith return the bidder's security deposit.

24. PRICES CHARGED TO THE COUNTY OF ERIE are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.

25. PRICE IS FIRM. The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.

26. EXTENSION OF PRICE PROTECTION. Any contract entered into pursuant to this bid to supply the County's requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful bidder and the County. All extensions shall be submitted in writing and shall have prior approval by the County of Erie, Director of Purchase.

27. IN EXECUTING THIS BID, THE BIDDER AFFIRMS that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.

28. ACCOUNTABILITY. The undersigned shall be fully accountable for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate the contract or his performance.

29. TERMINATION OF CONTRACT:

a. This agreement may be terminated by either party upon seven (7) days written notice, should the party fail substantially to perform in accordance with its terms, through no fault of the party initiating the termination.

b. At its option, the County may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the County.

c. In the event of termination for any reason other than the fault of the Contractor, or the nonavailability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.

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To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME _____

ADDRESS OF PRINCIPAL OFFICE STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

Check one: CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL _____

INCORPORATED UNDER THE LAWS OF THE STATE OF _____

If foreign corporation, state if authorized to do business in the State of New York:

YES _____ NO _____

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

NAMES AND ADDRESSES OF PARTNERS:

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |



County of Erie

DIVISION OF PURCHASE

ASSIGNMENT OF PUBLIC CONTRACTS

GENERAL MUNICIPAL LAW - Section 109:

1. A clause shall be inserted in all specifications of contracts hereafter made or awarded by an officer, board or agency of a political subdivision, or any district therein, prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
2. If any contractor, to whom any contract is let, granted, or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, without the previous written consent specified in subdivision one (1) of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignee, transferee or sublessee shall forfeit and lose all monies, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent or affect any assignment by any such contractor for the benefit of his creditors made pursuant to the laws of the State.

NO ASSIGNMENT OF ANY AGREEMENT pursuant to this bid shall be made without specific prior approval, in writing, by the Erie County Director of Purchase.

(Rev. 12/01/93)



COUNTY OF ERIE DIVISION OF PURCHASE

PURCHASES BY OTHER LOCAL GOVERNMENTS OR SPECIAL DISTRICTS

The Erie County Legislature has adopted the following resolution for the purpose of allowing the following-named local governmental or school districts to make purchases through the County bidding procedures.

Under the following conditions, the Director of Purchase may make purchasing services available to the following 88 participants:

1. When in the opinion of the Director of Purchase it will not create any burden or hardship upon the County and the anticipated prices will not be adversely affected thereby, the Director is authorized when he deems appropriate and as may be requested by the participants to provide in any particular County bid specification that the participants in Erie County shall have the right to make purchases based upon the bids received by the County.
2. The County Purchase Director, within the limits of his time and manpower, shall disseminate relevant contract information to the participants.
3. The participants in County contracts will issue purchase orders directly to vendors within the specified contract period referencing the County contract involved and be liable for any payments due on such purchase orders.

Bidders shall take notice that as a condition of the award of a County contract pursuant to these specifications, the successful bidder agrees to accept the award of a similar contract with any of the participants in Erie County if called upon to do so. The County, however, will not be responsible for any debts incurred by participants pursuant to this or any other agreement.

Necessary deviations from the County's specifications in the award of a participant's contract, particularly as such deviations may relate to quantities or delivery point, shall be a matter to be resolved between the successful bidder and participants. All inquiries regarding prospective contracts shall be directed to the attention of:

AKRON CENTRAL SCHOOL DISTRICT, District Clerk, 47 Bloomingdale Ave., Akron, NY 14001
 AKRON VILLAGE OF, Clerk-Treasurer, 21 Main St., Akron, NY 14001
 ALDEN CENTRAL SCHOOL DISTRICT, District Clerk, 13190 Park St., Alden, NY 14004
 ALDEN TOWN OF, Town Clerk, Town Hall, 11901 Broadway, Alden, NY 14004
 ALDEN VILLAGE OF, Village Clerk, 13336 Broadway, Alden, NY 14004
 AMHERST CENTRAL SCHOOL DISTRICT, Business Manager, 4301 Main St., Amherst, NY 14226
 AMHERST TOWN OF, Highway Superintendent, Town Hall, 5583 Main St., Williamsville, NY 14221
 AMHERST TOWN OF, Town Supervisor, Town Hall, 5583 Main St., Williamsville, NY 14221
 ANGOLA VILLAGE OF, Clerk-Treasurer, 41 Commercial St., Angola, NY 14006
 AURORA TOWN OF, Town Clerk, Town Hall, 5 S. Grove St., E. Aurora, NY 14052
 BLASDELL VILLAGE OF, Clerk-Treasurer, 121 Miriam St., Blasdell, NY 14219
 BOCES, ERIE #1, Clifford N Crooks Svc. Ctr., 355 Harlem Rd. West Seneca NY 14224-1892
 BOCES, ERIE CATTARAUGUS #2, Assistant Superintendent, 3340 Baker Rd., Orchard Park, NY 14127
 BOSTON TOWN OF, Town Clerk, Town Hall, 8500 Boston State Rd., Boston, NY 14025
 BRANT TOWN OF, Town Clerk, Town Hall, Brant North Collins Rd., Brant, NY 14027
 BUFFALO BOARD OF EDUCATION, Purchasing Agent, 408 City Hall, Buffalo, NY 14202
 BUFFALO CITY OF, Division of Purchasing, 1901 City Hall, Buffalo, NY 14202
 BUFFALO MUNICIPAL HOUSING AUTHORITY, 300 Perry St., Buffalo, NY 14204-2299
 BUFFALO SEWER AUTHORITY, General Manager, 1038 City Hall, Buffalo, NY 14202-3378
 CHEEKTOWAGA CENTRAL SCHOOL DISTRICT, 3600 Union Rd., Cheektowaga, NY 14225
 CHEEKTOWAGA-MARYVALE UNION FREE SCHOOL DISTRICT, District Clerk, 1050 Maryvale Dr., Cheektowaga, NY 14225-2386
 CHEEKTOWAGA-SLOAN UNION FREE SCHOOL DISTRICT, District Clerk, 166 Halstead Ave., Sloan, NY 14212-2295
 CHEEKTOWAGA TOWN OF, Town Hall, Broadway & Union Rds., Cheektowaga, NY 14227
 CLARENCE CENTRAL SCHOOL DISTRICT, Business Administrator, 9625 Main St., Clarence, NY 14031-2083
 CLARENCE TOWN OF, Town Clerk, 1 Town Place, Clarence, NY 14031
 CLEVELAND HILL FIRE DISTRICT NO. 6, Secretary, 440 Cleveland Dr., Cheektowaga, NY 14225
 CLEVELAND HILL U.F.S.D. @ CHEEKTOWAGA, Business Manager, 105 Maplevue Dr., Cheektowaga, NY 14225

COLDEN TOWN OF, Deputy Town Clerk, Town Hall, S-8812 State Rd., Colden, NY 14033
 COLLINS TOWN OF, Supervisor, Town Hall, P.O. Box 420, Collins, NY 14035
 CONCORD TOWN OF, Town Clerk, Town Hall, Springville, NY 14141-0187
 DEPEW UNION FREE SCHOOL DISTRICT, District Clerk, 591 Terrace Blvd., Depew, NY 14043
 DEPEW VILLAGE OF, Village Clerk, Municipal Building, 85 Manitou St., Depew, NY 14043
 EAST AURORA VILLAGE OF, Village Clerk, Village Hall, 571 Main St., East Aurora, NY 14052
 EDEN TOWN OF, Town Clerk, 2795 East Church St., Eden, NY 14057
 EGGERTSVILLE FIRE DISTRICT, Secretary/Treasurer, 1880 Eggert Rd., Eggertsville, NY 14226-2233
 ELLWOOD FIRE DISTRICT #1, Secretary, Town of Tonawanda, 1000 Englewood Ave., Kenmore, NY 14223
 ELMA TOWN OF, Town Clerk, Town Hall, 1600 Bowen Rd., Elma, NY 14059
 ERIE COUNTY MEDICAL CENTER, 462 GRIDER STREET, BUFFALO, NY 14215
 ERIE COMMUNITY COLLEGE, South Campus Business Office, 4041 Southwestern Blvd., Orchard Park, NY 14127-2199
 ERIE COUNTY WATER AUTHORITY, Central Processing, 3030 Union Rd., Buffalo, NY 14227
 EVANS TOWN OF, Town Clerk, 42 N. Main St., Angola, NY 14006
 FARNHAM VILLAGE OF, Village Clerk-Treasurer, 526 Commercial St., Farnham, NY 14061
 FORKS FIRE DISTRICT #3, Commissioner, Town Cheektowaga, 3330 Broadway, Cheektowaga, NY 14227
 GOWANDA VILLAGE OF, Clerk/Treasurer, 27 East Main St., Gowanda, NY 14070
 GRAND ISLAND CENTRAL SCHOOL DISTRICT, District Clerk, 1100 Ransom Rd., Grand Island, NY 14072
 GRAND ISLAND TOWN OF, Town Clerk, 2255 Baseline Rd., Grand Island, NY 14072
 HAMBURG TOWN OF, Town Clerk, S-6100 S. Park Ave., Hamburg, NY 14075
 HAMBURG VILLAGE OF, Village Clerk/Treasurer, 100 Main St., Hamburg, NY 14075
 HOLLAND FIRE DISTRICT #1, Town of Holland, Holland, NY 14080
 HOLLAND TOWN OF, Town Clerk, 47 Pearl St., Holland, NY 14080
 HOPEVALE UNION FREE SCHOOL DISTRICT, District Clerk, 3780 Howard Rd., Hamburg, NY 14075
 IROQUOIS CENTRAL SCHOOL DISTRICT, Girdle Rd., Elma, NY 14059
 KENILWORTH FIRE DISTRICT #2, Commissioner, Tn. Tonawanda, 84 Hawthorne Ave., Buffalo, NY 14223
 KENMORE-TN OF TONAWANDA UNION FREE SCHOOL DISTRICT, District Clerk, 1500 Colvin Blvd., Buffalo NY 14223
 KENMORE VILLAGE OF, Village Clerk-Treasurer, Municipal Building, Kenmore, NY 14217
 LACKAWANNA CITY OF, City Clerk, Lackawanna City Hall, 714 Ridge Rd., Lackawanna, NY 14218
 LAKE VIEW FIRE DISTRICT, Fire Commissioner, Lakeview & Burke Roads, Lake View, NY 14085
 LANCASTER TOWN OF, Town Clerk, 21 Central Avenue, Lancaster, NY 14086
 LANCASTER VILLAGE OF, Clerk-Treasurer, Municipal Building, 5423 Broadway, Lancaster, NY 14086
 MARILLA TOWN OF, Marilla Town Hall, 1740 Two Rod Rd., Marilla, NY 14102
 MONROE ONE BOCES, Educational Services, 41 O'Connor Rd., Fairport, NY 14450
 NEWSTEAD TOWN OF, Town Clerk, Town Hall, P.O. Box 227, Akron, NY 14001
 NIAGARA FRONTIER TRANSPORTATION AUTHORITY, 181 Ellicott St., Buffalo, NY 14205
 NORTH COLLINS TOWN OF, Town Clerk 2015 Spruce St., North Collins, NY 14111
 NORTH COLLINS VILLAGE OF, Village Clerk, 10543 Main St., North Collins, NY 14111
 ORCHARD PARK CENTRAL SCHOOL DISTRICT, Asst. Supt. Bus. & Support Svcs. 3330 Baker Rd., Orchard Park, NY 14127
 ORCHARD PARK TOWN OF, Town Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127
 ORCHARD PARK VILLAGE OF, Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127
 SARDINIA TOWN OF, Town Clerk, Town Hall, Savage Rd., Sardinia, NY 14134
 SHERIDAN PARK FIRE DISTRICT NO. 4, Secretary, 738 Sheridan Dr., Tonawanda, NY 14150
 SLOAN VILLAGE OF, Clerk Treasurer, 425 Reiman St., Sloan, NY 14212
 SNYDER VOL. FIRE DEPT., Fire Commissioner, 4531 Main Street, Snyder, NY 14226
 SOUTH LINE FIRE DISTRICT #10, Fire Commissioner, 1049 S. French Rd., S. Cheektowaga, NY 14227
 SOUTH WALES FIRE DISTRICT #1, Secretary/Treasurer, P.O.Box 94, South Wales, NY 14139
 SPRING BROOK FIRE DISTRICT #1, Secretary, P.O. Box 97, Spring Brook, NY 14140
 SPRINGVILLE VILLAGE OF, Clerk Treasurer, Village Office, 5 W. Main St., Springville, NY 14141
 SUNY ERIE COMMUNITY COLLEGE, 6205 Main St., Williamsville, NY 14221
 SWEET HOME CENTRAL SCHOOL DISTRICT, Director Finance & Plant Svcs., 1901 Sweet Home Rd., Amherst, NY 14228
 TONAWANDA CITY OF, Mayor, 200 Niagara St., Tonawanda, NY 14150
 TONAWANDA CITY OF, Superintendent, 150 Fillmore Avenue, Tonawanda, NY 14150
 TONAWANDA CITY SCHOOL DISTRICT, District Clerk, 100 Hinds St., Tonawanda, NY 14150-1815
 TONAWANDA TOWN OF, Town Clerk, Municipal Building, Kenmore, NY 14217
 U-CREST FIRE DISTRICT #4, Fire Commissioner, 255 Clover Place, Cheektowaga, NY 14225
 UNION FREE SCHOOL DISTRICT, Dist. Clerk, Tn. Tonawanda, 1500 Colvin Blvd., Kenmore, NY 14223
 WALDEN FIRE DISTRICT #2, Fire Commissioner, 20 Pine Ridge Road, Cheektowaga, NY 14211
 WALES TOWN OF, Town Clerk, Big Tree Rd., Wales Center, NY 14169
 WEST SENECA CENTRAL SCHOOL DISTRICT, District Treasurer, 1397 Orchard Park Rd., West Seneca, NY 14224-4098
 WEST SENECA FIRE DISTRICT #4, Fire Commissioner, 100 Lein Rd., West Seneca, NY 14224
 WEST SENECA FIRE DISTRICT #5, Fire Commissioner, 2801 Seneca St., West Seneca, NY 14224
 WEST SENECA TOWN OF, Town Clerk, 1250 Union Road, West Seneca, NY 14224
 WILLIAMSVILLE CENTRAL SCHOOL DISTRICT, District Clerk, 105 Casey Rd, PO Box 5000, East Amherst NY 14051
 WILLIAMSVILLE VILLAGE OF, 5565 Main St., Williamsville, NY 14231-1557
 WYOMING, COUNTY OF, Office of the Board of Supervisors, 143 N Main St., Warsaw, NY 14569

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

DIVISION OF PURCHASE

MBE/WBE/SDVOB COMMITMENT CONSTRUCTION/MAINTENANCE SERVICES

The Erie County Legislature enacted Local Law No. 5, which requires a commitment to utilizing Minority and Women-owned businesses (MWBE) by persons or firms contracting with the County of Erie for construction and maintenance services. This commitment was updated via Local Law No. 1 (2022). Additionally, the Erie County Legislature enacted Local Law No. 3 (2023), ensuring Service-Disabled Veteran-Owned businesses (SDVOB) have greater participation in Erie County Contracts.

SECTION 1.

The following provisions shall be inserted in, and made a condition of all bid specifications or requests for proposals prepared or administered by the Erie County Department of Public Works, Erie County Department of Parks, Recreation and Forestry, and/or the Erie County Department of Environment and Planning (including its Division of Sewage Management) and advertised after the effective date of this local law for any contract estimated by the County to exceed \$100,000 in cost (the "Construction Provision").

A. Minority and Women Business Enterprise Utilization Commitment:

Contractors awarded a contract by the County in a value of **\$100,000** or greater shall take action to create equal economic opportunity by utilizing bona fide MWBE and/or SDVOB for subcontracting on County projects.

Such equal economic opportunity action shall include, but not be limited to:

- (1) Utilizing a source list of MWBE and SDVOB compiled by the County or the State of New York;
- (2) Solicitation of bids from MWBE and SDVOB, particularly those located in Erie, Niagara, Cattaraugus and Chautauqua Counties;
- (3) Giving MWBE and SDVOB sufficient time to submit proposals in response to County solicitations;
- (4) Maintaining records showing MWBE and SDVOB and specific efforts to identify and award contracts to these entities; and
- (5) A goal of awarding a certain percentage of the total dollar value of the contract to MWBE and SDVOB, which shall be promulgated by the Director of the Division of Equal Employment Opportunity (DEEO) in accordance with the findings of the Erie County Disparity Study and in accordance with Section 11 of this local law.

B. Where the MWBE or SDVOB is a supplier, a credit of sixty percent (60%) of the dollar value of the subcontract between the MWBE or SDVOB and the contractor shall be awarded towards the fulfillment of the appropriate goal as set forth above, unless the supply budget for the overall project accounts for seventy-five percent (75%) or more of the total project budget, and in that instance a credit of one hundred percent (100%) of the dollar value of the subcontract between the MWBE or SDVOB and the contractor shall be awarded towards the fulfillment of the appropriate goal.

For the purposes of this provision, an MWBE or SDVOB shall be considered a 'supplier' when it assumes actual and contractual responsibility to furnish supplies or materials and is the manufacturer of those supplies or materials; or is recognized by the manufacturer involved as a distributor of its supplies or materials; and owns or leases a facility which is necessary and customary to carry out the purported function of the business; and distributes, delivers and services the supplies or materials with its own employees.

C. Where the MWBE or SDVOB performs a sales function, which is customarily performed as a distinct and necessary part of the supply process, the credit shall be the exact dollar value of the broker fees or the exact percentage of the markup on the product on a subcontract between the MWBE or SDVOB and the contractor. The sales credit will be awarded toward the fulfillment of the appropriate goal. Where the MWBE or SDVOB performs a function or service, which is commercially unnecessary, such as acting as a passive conduit in the supply process, or duplicating a service provided by others in the same supply chain from manufacturer to purchaser, no credit will be granted toward the appropriate goal.

A goal of awarding at least ten percent (10%) of the total dollar value of the contract to MBE, at least two percent (2%) of the total dollar value of the contract to WBE, and at least six percent (6%) of the total dollar value of the contract to SDVOB or, for those contracts governed by federal or state regulations with respect to MBE, WBE and/or SDVOB hiring the prevailing percentage set forth therein, whichever is higher, subject to waiver as provided below.

D. Each Contractor bidding on a County contract shall submit to the County, with the bid, a list of all MWBE and/or SDVOB with whom the Contractor has signed a binding contractual agreement, or is presently negotiating an agreement, for the purposes of meeting the minority and women business enterprise utilization goal provided for in section A(5) of this law. Such a list *must be signed by the MWBE and/or SDVOB* with whom the Contractor is seeking to utilize. A Contractor's bid shall not be considered where the contractor fails to submit such a signed list of MWBE and/or SDVOB as provided herein. A Contractor's bid shall not be

considered where examination of said list of MWBE or SDVOB evidences failure by the contractor to comply with the equal economic opportunity action requirements provided for herein, except that the County may, upon written request by the contractor, grant a complete or partial waiver of the provisions when the availability of MWBE or SDVOB in the market area of the project is less than the goals above. Upon a written request by the Contractor, the County, through its Erie County DEEO, may grant a complete or partial waiver of the requirement for subcontracting with an MWBE or SDVOB when an MWBE or SDVOB for the project is not available; *if an appropriate, fully executed request for waiver and good faith effort log is submitted.*

E. As evidence of compliance with the goals set forth in this law, within fifteen (15) business days of the bid opening, the contractor shall submit to the County a schedule for MWBE or SDVOB participation, including the name(s) of the MWBE and/or SDVOB with whom the contractor intends to subcontract, specifying the agreed-upon price to be paid for such work, and identifying in detail the Contractor item(s) or parts to be performed by each MWBE or SDVOB. A letter of intent to enter into a subcontract or purchase agreement, contingent upon contract award by the County, and indicating the agreed-upon price and scope of work shall be provided, signed by both the contractor and the MWBE or SDVOB.

F. As evidence of compliance with the goals set forth in this law, the Contractor shall provide to the County copies of all subcontracts and/or purchase agreements with MWBE or SDVOB for the contract within fifteen (15) business days of the contract award. A notice to proceed with construction shall not be issued until the County receives such documentation.

G. As evidence of compliance with the goal set forth in this law, when the project is thirty percent (30%) complete, the Contractor shall submit a list of the MWBE or SDVOB with whom the contractor has entered into a binding agreement for subcontracting under this contract to the County. The same information is required when the project is at seventy-five percent (75%) completion and a final accounting must accompany the final payment request to the County.

H. Failure to comply in good faith with the provisions set forth herein shall constitute a breach of the contract, subject to all remedies available to the County, including but not limited to the assessment of liquidated damages or other contractual penalties, as reasonable and appropriate.

I. In the event of non-compliance with subparagraphs D, E, and F provisions by a successful low bidder Contractor, the County has the discretion to proceed with negotiations with the next two lowest or qualified bidders.

J. All appropriate goals, ownership status, and compliance with the provisions of this law shall be certified by the Erie County DEEO after review of appropriate documents and investigation.

For the purpose of this section, the following terms mean:

"Minority Business Enterprise" (MBE) shall mean a for-profit business, which performs a commercially useful function, which is at least fifty one percent (51 %), owned by a minority group member, or in the case of a publicly owned business, at least 51 % of all stock is owned by minority group members. For the purposes of this provision, a minority group member is a person who is a citizen or permanent resident alien of the United States who is African-American, Hispanic, Latino, Asian-American, or Native American.

"Women-owned Business Enterprise" *Women Business Enterprise* ("WBE") shall mean a for-profit business, which performs a commercially useful function, which is at least fifty one percent (51 %), owned by a woman or women, or in the case of a publicly owned business, at least a woman or women own 51 % of all stock of the entity.

"Minority or Women-owned Business Enterprise" *Minority-Women Business Enterprise* ("MWBE") shall mean a for-profit business, which performs a commercially useful function, which is at least fifty one percent (51 %), owned by a minority group member, or in the case of a publicly owned business, at least 51 % of all stock is owned by minority group members. For the purposes of this provision, a minority group member is a person who is a citizen or permanent resident alien of the United States who is African-American, Hispanic, Latino, Asian-American, or Native American or a for-profit business, which performs a commercially useful function, which is at least fifty one percent (51 %), owned by a woman or women, or in the case of a publicly owned business, at least a woman or women own 51 % of all stock of the entity.

"Service-Disabled Veteran-Owned business" (SDVOB) shall mean a business which has been certified by the New York State under the New York Service-Disabled Veteran-Owned Business Act.

NOTE:

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

Director
Erie County Division of Equal Employment Opportunity (EEO)
95 Franklin Street
9th Floor
Buffalo, New York 14202
(716) 858-7542

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

*BID NO.: _____
*BID DATE: _____

**ERIE COUNTY MINORITY/WOMEN BUSINESS ENTERPRISE & SERVICE-DISABLED
VETERAN-OWNED BUSINESS UTILIZATION REPORT- PART A**

*COMPANY: _____
*AUTHORIZED REPRESENTATIVE (PRINT): _____
*ADDRESS: _____
*TELEPHONE NUMBER: _____
*EMAIL ADDRESS: _____
*PROJECT NAME & BID NUMBER _____

I. *List actions taken to identify, solicit, and contact Minority Business Enterprise (MBE), Women Business Enterprise (WBE) & Service-Disabled Veteran-Owned Business (SDVOB) to bid on subcontracts for this project.

1. _____
2. _____
3. _____
4. _____
5. _____

☐ Check here if the business is self-contained and applying for full or partial waiver.

II. List all bona-fide Minority/Women Business Enterprise & Service-Disabled Veteran-Owned Businesses, sub-contractors, suppliers, professional personnel, solicited, contracted, or presently negotiating a contract in accordance with the minority business utilization goal set forth by the County of Erie.

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

NAME: _____ YES
ADDRESS: _____
CITY, STATE: _____
TELEPHONE: _____ NO
IRS #: _____

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

NAME: _____ YES
ADDRESS: _____
CITY, STATE: _____
TELEPHONE: _____ NO
IRS #: _____

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

NAME: _____

ADDRESS: _____

CITY, STATE: _____

TELEPHONE: _____

IRS #: _____

YES

NO

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

NAME: _____

ADDRESS: _____

CITY, STATE: _____

TELEPHONE: _____

IRS #: _____

YES

NO

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

NAME: _____

ADDRESS: _____

CITY, STATE: _____

TELEPHONE: _____

IRS #: _____

YES

NO

ERIE DEPARTMENT OF PURCHASING
OFFICE OF THE DIRECTOR

III. Assistance offered by contractor to MBE/WBE/SDVOB as to bonding, union requirements obtaining work capital, etc.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

IV. Total Dollar Amount to be subcontracted to:

| | |
|---|----------|
| Minority Business Enterprise(s). | \$ _____ |
| Women Business Enterprise(s). (if applicable) | \$ _____ |
| Service-Disabled Veteran-Owned Business(s). | \$ _____ |

V. Total Amount of Bid \$ _____

VI. *MBE Percent (%) of project bid: (EC goal is 10%) _____ %

*WBE Percent (%) of project bid: (EC goal is 2%) _____ %

*SDVOB Percent (%) of project bid: (EC goal is 6%) _____ %

VII. YOU MUST ATTACH COPIES OF RELEVANT CORRESPONDENCE AND DOCUMENTS, INCLUDING RETURN RECEIPTS UPON LOW BIDDER STATUS TO EEO.

*SIGNATURE OF AUTHORIZED REPRESENTATIVE

*DATE

VIII. CONTRACTOR'S DESIGNATED EQUAL OPPORTUNITY OFFICER (EEO)

NAME

DATE

MBE/WBE/SDVOB UTILIZATION REPORT - PART B

FINAL CERTIFICATION OF EXPENDITURES TO MBE/WBE/SDVOB

(To be completed by the prime vendor and submitted to the
Erie County DEEO 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 |
| | |
| _____ | _____ |
| SDVOB | TOTAL AMOUNT EXPENDED |
| | |
| TOTAL OF ALL MBE SUBCONTRACTS | \$ _____ |
| TOTAL OF ALL WBE SUBCONTRACTS | \$ _____ |
| TOTAL OF ALL SDVOB SUBCONTRACTS | \$ _____ |
| | |
| AMOUNT OF CONTRACT (PRIME) | \$ _____ |
| FINAL MBE PERCENTAGE | % _____ |
| FINAL WBE PERCENTAGE | % _____ |
| FINAL SDVOB 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 DEEO
95 Franklin Street
9th Floor
Buffalo, New York 14202

PURCHASING WAIVER & RECOMMENDATION FORM

COMPANY: _____

ADDRESS: _____

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

1. Vendor has made a good faith effort to subcontract on this bid for which Minority-Owned Business Enterprise (“MBE”), Women-Owned Business Enterprise (“WBE”), and Service -Disabled Veteran Owned Business (“SDVOB”) 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 MBE and/or 2% WBE, and/or 6% SDVOB.

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) MWBE and/or SDVOB (circle the appropriate term) enterprises in the market area of this bid.

In order for your waiver request to be considered, you must submit a letter on company letterhead/stationary that provides a detailed explanation discussing the good faith efforts you made to meet the MWBE and /or SDVOB utilization goals and advising why MWBE and/or SDVOB solicitation cannot be achieved.

Please note that your waiver request will not be considered without receipt of the requested letter of explanation.
(Please attach your letter to this request)

Is the organization self-contained: ☐ Yes ☐ No

Would subcontracting any portion of this project void a warranty for the County? ☐ Yes ☐ No

Is the work being completed considered specialty work that is unable to be completed by a third party?
☐ Yes ☐ No (If yes, please include additional explanation in your attached letter.)

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

**SIGNATURE OF AUTHORIZED
COMPANY REPRESENTATIVE**

DATE

For Official Use Only

Granted in Whole: _____

Granted in Part: _____

Comments:

DIRECTOR OF DEEO

DATE

COUNTY OF ERIE
STANDARD INSURANCE REQUIREMENTS
Vendor Insurance Classification A: Contracts Involving Construction or Maintenance

1. The contractor shall obtain, at his own cost and expense, the following insurance coverages with insurance companies licensed in the State of New York and shall provide a certificate of insurance as evidence of such coverages on the County of Erie Standard Insurance Certificate.

- A. Commercial General Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$2,000,000 Products – Completed Operation Aggregate. The coverage shall include:
 - Premises and Operations
 - Products and Completed Operations
 - Independent Contractors
 - Blanket Broad Form Contractual Liability (sufficient to cover all liability assumed under contracts with the County of Erie)
 - Broad Form Property Damage
 - Explosion, Collapse and Underground Hazards (x, c, u) must NOT be excluded.
- B. Automobile Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 each occurrence. The coverage shall include Owned, Hired, and Non-Owned Autos (Symbol "1" should be designated for Liability coverage on the Business Auto Policy).
- C. Excess "Umbrella" Liability - with a minimum limit of \$5,000,000 each occurrence / \$5,000,000 aggregate.
- D. Worker's Compensation and Employer's Liability - providing statutory coverage in compliance with the Worker's Compensation Law of the State of New York (Form C-105.2).
- E. Disability Benefits - providing statutory coverage in compliance with the New York State Disability Benefits Law (Forms DB-120.1 or DB-155).

Failure to maintain coverage herein shall constitute a material breach of this contract and the Contractor shall suspend all work immediately upon such lapse in coverage.

2. Commercial General Liability, Automobile Liability and Excess "Umbrella" Liability shall name the County of Erie and any Board, Bureau, Commission or Agency thereof as additional insureds on ISO Form CG 2010 1185 Edition. Coverage should be provided on a primary and non-contributory bases. Designated Construction Project General Aggregate Limit Per Person Endorsement CG 2503 is required. Waiver of Subrogation is required on all lines in favor of Erie County.

3. All policies in which the County of Erie is named as an additional insured shall provide that:

- A. The insurance company or companies issuing the policies shall have no recourse against the County of Erie for payment of any premiums or for assessments under any form of policy.
- B. The insurance shall apply separately to each insured (except with respect to the limit of the liability).

4. Prior to cancellation, non-renewal or material change of the above policies, at least forty-five (45) days advance written notice shall be given to the County of Erie, Department of Law, 95 Franklin Street, Room 1634, Buffalo, N.Y. 14202, and the Agency requesting the certificate.

5. All certificates of insurance shall be approved by the Erie County Department of Law prior to the inception of any work.

6. The "ACCORD" form certificate may be used in place of the Erie County Standard Insurance Certificate, provided that all of the requirements set forth in the instructions for the Erie County Standard Insurance Certificate are incorporated into the "ACCORD" form certificate.

County of Erie Standard Insurance Certificate



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

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

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

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

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

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

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

X. FOR COUNTY USE ONLY: Name of County Dept. Requesting Certificate _____

Purchase Order or Contact Number _____

Vendor Insurance Classification _____

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.

II. CERTIFICATES OF INSURANCE

A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"

B. Coverage must comply with all specifications of the contract.

C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.

IV. Minimum coverage with limits are as follows:

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

V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.

VI Coverage must be provided on a primary-non contributory bases.

VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.

In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is VIII. 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.

NEW YORK STATE PREVAILING WAGE

*On contracts which are subject to New York Department of Labor Prevailing Wage laws and regulations, the contractor is required to submit certified payroll record every thirty (30) days after the issuance of your first payroll under this contract. Required forms are available at the New York Department of Labor's website <https://www.labor.state.ny.us/formsdocs/wp/pw12.pdf>.

This project's PRC# 2025014226.

In addition, if applicable, contractor is required to attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted and on each succeeding payroll where any new or additional employee is first listed.

Records are to be submitted as directed in your award letter.

Failure to submit the legally required records will result in delayed payments.

Certification Regarding Debarment And Suspension

- 1) As required by Federal Executive Order 12549, and prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Contractor certifies that it, and its principals:
- (a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and
 - (d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the Contractor is unable to certify to any of the statements in this paragraph, the Contractor shall attach an explanation to this certification.

Date: _____

Signature

Title

Business Name

Certification Regarding Drug-Free Workplace Requirements Grantees Other Than Individuals

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

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

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and,
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

Date: _____

Signature

Title

Business Name

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

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date: _____

Signature

Title

Business Name

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