



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 D. 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: 250229-002

OPENING DATE: December 29, 2025 TIME: 11:00 AM

FOR : Countywide Building Security Systems 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:

- X EXHIBIT "A" - Assignment of Public Contracts
- X EXHIBIT "B" - Purchases by Other Local Governments or Special Districts
- EXHIBIT "C" - Construction/Reconstruction Contracts
- EXHIBIT "D" - Bid Bond (Formal Bid)
- EXHIBIT "E" - Bid Bond (Informal Bid)
- X EXHIBIT "EP" - Equal Pay Certification
- X EXHIBIT "F" - Standard Agreement
- X EXHIBIT "G" - Non-Collusive Bidding Certification
- X EXHIBIT "H" - MBE/ WBE Commitment
- X EXHIBIT "IC" - Insurance
- EXHIBIT "P" & EXHIBIT "PBI" - Performance Bond
- EXHIBIT "Q" - Confined Space Program Certification
- X EXHIBIT "PW" - NYS Prevailing Wage
- X 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 _____, 2____

TERMS _____ DELIVERY DATE AT DESTINATION _____

FIRM NAME _____

ADDRESS _____

_____ ZIP _____

AUTHORIZED SIGNATURE _____

TYPED NAME OF AUTHORIZED SIGNATURE _____

TITLE _____ TELEPHONE NO. _____

(Rev. 4/1/93)

County of Erie

DIVISION OF PURCHASE

BID SPECIFICATIONS

BID NO. 250229-002

Ship to: County of Erie
 Attention: Sewer District
 Address:

Ship Via: Most Economical
 Date Required at Destination: As Required

ITEM NO.	QUANTITY	U/M	CATALOG NO./DESCRIPTION	TOTAL PRICE
			Please furnish pricing for Maintenance of Countywide Building Security	
			Systems per the attached specifications.	
			Term of the contract will be January 1, 2026 – December 31, 2028.	
			Please provide pricing in “Article V - Payment” below.	
			For questions in regard to the specifications of this bid,	
			please contact Dave Rodemeyer at (716) 858-6268.	

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

SPECIFICATIONS

ARTICLE I – General Information

1001 – The Buildings and Grounds Division requires a maintenance contract for the Countywide Building Security Systems. This will be a three (3) year contract with option to renew annually for up to two (2) additional one-year terms, at 2028 pricing, upon mutual written agreement. The security system is integrated into the existing Andover Continuum. The security system is integrated into the existing Andover Continuum Building Management System and Schneider Security Expert System. It consists of multiple workstations with a redundant server configuration for command and control. Any services to the system must be performed by factory certified automation specialist technicians to ensure the integrity and listing of all systems. The contractor assumes all associated liabilities and risks when performing maintenance on the integrated system.

1002 – The Erie County security system is tied into the Erie County Emergency Information Control Network (EICN). Including security digital video & building management system. The contractor assumes all risks and liabilities on the EICN when servicing the system. All upgrades to the security system shall be compatible with the EICN.

1003 – The outlined services shall include for an annual, enterprise level coverage including all services detailed in the following paragraphs, for 13 facilities listed under enterprise coverage. All other facilities and systems listed will be covered on a time & materials basis. All panels, end devices, input-output modules, power supplies, controllers, modems, minor software revisions and field panel modifications are to be included but not limited to the following items in the Scope of Services.

1003.1 – The Energy Management System at the 25 Delaware / 92 Franklin Law Library Complex will be serviced by county personnel and require preapproval and a purchase order before service.

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. Upon termination, all work performed and outstanding invoices shall be paid within 30 days. Contractor shall return all County property, data, and confidential information immediately upon termination.

1005 – A pre-bid walk through will be scheduled for Friday, December 19, 2025 at 10:00am in the Rath Building located at 95 Franklin St, Buffalo, NY 14202. 1006 – See Article 4001 for facility locations and coverage.

ARTICLE II – Qualification of Bidders

2001 – The Contractor shall provide factory trained Service Specialists and Account Engineers to perform service, maintenance and repairs to the security systems at County Facilities Engineers with a minimum of five (5) years of experience in servicing Andover Continuum. The Contractor shall provide current documentation of factory training of Service Specialists and Account Engineers for programming, system trouble-shooting, system modification and repair to the system being serviced. The Contractor shall provide documentation that the assigned service personnel are scheduled for factory training refresher classes at least once per year on the security system. Manufacture's certification for Pelco VideoXpert, Avigilon Unity and Schneider Security Expert systems is required Proof of certifications is to be submitted at time of bid.

2001.1 - Primary Technician

Primary onsite technician must hold certifications in Pelco VideoXpert, Avigilon Unity, Schneider Security Expert, and have five (5) years relevant experience with Andover Continuum.

2001.2 - Additional Technicians

Contractor must maintain no fewer than five (5) additional technicians with the same certifications to ensure coverage during absences.

2002 – The Contractor shall be familiar with and have direct access to the latest versions of software for the security system. Provide documentation of current access to the planned provider of the software upgrades for the workstations and field panels for the owner's review. The Contractor shall maintain a stock of new parts (refurbished parts will only be acceptable when new parts are no longer available for a system still in use.) in their office and as a part of the rolling stock in each service vehicle. Contractor shall have access to electronic source documentation library for updates and assistance from the vendor's factory Field Support.

2003 – The Contractor shall have had a qualified service organization for a minimum of fifteen years. The Contractor shall be an established, certified security agency capable of performing all work described herein. The Contractor shall be an established, certified building security agency capable of performing all work described herein.

2004 – The Contractor shall have a flawless record with the department of labor. Any claims or infractions within the past ten years, specifically regarding prevailing rate, will disqualify the bidder.

2005 – The Contractor shall retain an employee holding a Physical Security Professional Certification through ASIS International.

2006 - Contractor shall comply with New York State Prevailing Wage Law, OSHA safety standards, and maintain all required certifications throughout the contract term.

ARTICLE III – Scope of Services

3001 – The Service Specialists shall perform reporting and documentation functions that will allow the Contractor to provide the Owner with a report detailing the time, date, and cause of each critical failure alarm, as well as a listing of the time, date, and result of each time that the system tested. When requested by Erie County, the Contractor shall provide the Owner with a report as described above for the applied services.

3002 – During the service period, the Contractor shall provide both online and onsite support 24 hours per day, 7 days per week as described below for the security system

Online Support: In the event of a service call the Contractor shall respond online within 2 hours of notification of the event. This online response shall consist of a technician remotely accessing the site, when applicable, with a fully functional operator's workstation to attempt to correct the problem via network connection. The technician's workstation shall provide all of the capabilities that would be available to the technician if he were working on the security system at the project site. As part of the technical proposal the Contractor shall document the means by which this will be accomplished. Automated means of backing up the panel data will be acceptable. In the event that the Contractor does

not possess an automated system capable of keeping the technicians panel software current then one of the Contractor's technicians shall visit the site once per month in order to secure a complete copy of the system database and software.

Onsite Support: In the event that the on-call technician is unable to resolve the problem via a remote network connection then one of the Contractor's technicians shall be dispatched to the site to resolve the problem. The technician that responds to the project site shall have all necessary parts required to restore the security system to its fully specified functionality and shall arrive at the site no later than four hours after the initial call was placed to the Contractor. Contractors that do not offer 24 hour per day, 7 day per week support of this nature will not be acceptable.

3003 – Network Analysis and Optimization: Two times per year the Contractor shall perform a complete suite of diagnostics on the security Network. These diagnostics shall include analysis and troubleshooting of the following communication network electrical characteristics: wave form characteristics, bit timing, grounding/shorting, and excess capacitance. Additionally, the diagnostics shall include analysis and troubleshooting of the following communication protocol attributes: excessive trunk traffic, unresolved points, % token passing, token passing timing. Upon completion of these tests the Contractor shall provide the Owner with a detailed report containing the results of each test as well as a narrative describing what the results mean and the actions taken by the Contractor in order to resolve any abnormal results.

3004 –System Loop Analysis and Optimization: For critical control loops in the system that do not have automatic self-zeroing capability, the Contractor shall perform a complete device recalibration of the loop. The Contractor shall provide the Owner with a report of the results of the loop analysis completed.

3005 – Preventive Maintenance Services: Preventive maintenance shall be performed in accordance with a computer-generated program of standardized maintenance routines tailored to the Owner's security system. Each schedule shall list the equipment name, location, and appropriate preventive maintenance functions to be performed during that month. Preventative maintenance services shall be provided monthly for the security system. If the systems dictate more time needed to ensure performance, it will be the Contractors responsibility.

3005.1 – Contractor is to provide 40 hours / week on-site service to maintain system operation. Excluding holidays/weekends.

3006 –Protection and Recovery Services: On a weekly basis the Contractor shall perform backups of the critical databases configurations. These backups shall be performed automatically for the security system by having a remote, dedicated computer system remote into the system to perform the system backup. If Contractor elects to perform these backups manually while onsite, the backups must be performed during the same time frame. Additionally in the case of manually performed backups the Contractor must then make three full copies of the backup. One copy shall be stored at the site, one copy shall be stored at the Contractor's office, and a third copy shall be transferred to another medium (such as a USB drive) to provide adequate protection against inadvertent damage to either the backup media or the backup device.

3007 – Software Upgrades: Major version upgrades after the initial Unity and Security Expert migrations are excluded from this scope and will be quoted separately. Minor software revisions under this policy shall only be implemented if they add benefit to the system, as determined by the contractor. If installed the Contractor shall provide the Owner with onsite training to familiarize the Owner's staff with all the software's new features and capabilities. Additionally, the Contractor shall provide the Owner with

updated system documentation. If during the course of agreement, the Contractor releases an upgrade that requires an interface or gateway panel in order to communicate with the existing security components, then the Contractor will provide and install all necessary interface or gateway panels in addition to the upgraded or new operator workstation software. Any upgrades to the PC platform or operating system of the operator's workstation will be in accordance with manufacturer guidelines to ensure the integrity of the system is maintained.

3008 –Field panel Upgrades: The Contractor shall provide and install any new or upgraded Panel firmware that is released by the manufacture during this agreement if deemed necessary by contractor. This new or upgraded firmware shall be provided for all installed field panels. Additionally, the Contractor shall provide, at the project site, training detailing the impact of this new processor and instructing the Owner's personnel on how to incorporate the new features into the operation of the system.

3009 – Security System Maintenance: The Contractor shall maintain the security systems in peak operating condition through maintenance and repairs to the below listed equipment. Video Monitoring System: Central processing equipment, video monitors, video cameras and associated mountings, gimbals and directional drive motors, video camera pointing devices, videotaping equipment and associated devices. Door Locking Systems equipment, door locking and door release mechanisms, door swipe card and proximity readers, access control and monitoring equipment for overhead garage door openers. Intercom System: Panic alarm system, alarm initiating devices and audible devices.

3010 – Repair and Replacement: The Contractor shall provide all repair labor and materials to maintain the security system in operable condition. The intent is to ensure that the entire security system and associated controls are maintained in operating condition. The Contractor will be responsible for all repairs to system control elements, inclusive. All items in between shall be included in this contract (i.e. panels, programs, wiring, relays, contacts, etc.). Damage to equipment resulting from accidents, fire, storm, water, negligence by owner or by any reason beyond the contractors' control other than wear and tear or malfunctioning equipment, shall not be the responsibility of the contractor. Neither party is liable for delays caused by events beyond reasonable control.

3011 – Account Management: To ensure that all of the Contractor efforts are being delivered in a coordinated manner, and to provide oversight and management of the Contractor's contractual responsibilities under this agreement, the Contractor shall assign a project manager with full responsibility and authority to act on the Contractor's behalf. The lead technician for the project and the installation project manager shall not be acceptable as the project manager; it must be a member of the Contractor's staff whose sole responsibility is to manage service agreements of this nature.

3012 – Quality Assurance. The contractor shall meet with the Buildings and Grounds personnel to discuss your performance and our satisfaction with the quality of service that is being provided. We will discuss the performance of the security system and facility operations and make recommendations for improvements.

3013 – Emergency Service. The contractor will respond onsite to emergencies within (4) hours of notification if necessary. The emergency will be billable if the security system is damaged due to anything other than component failure. If the system fails due to component failure, it will be the responsibility of the contractor to fix the system inclusive to this agreement.

Article IV

4001 – Building Schedule 1. (Enterprise Coverage)

1. OCH 92 Franklin Street – (Enterprise Coverage)
 - a. CCTV Video System
 - b. Access Control System
 - c. Intercom System
2. Annex Building 25 Delaware Avenue – (Enterprise Coverage)
 - a. CCTV Video System
 - b. Access Control System
 - c. Intercom System
3. Law Library 77 West Eagle Street – (Enterprise Coverage)
 - a. CCTV Video System
 - b. Access Control System
4. Rath Building 95 Franklin – (Enterprise Coverage)
 - a. CCTV Video System
 - b. Access Control System
 - c. Intercom System
 - d. Intrusion System
5. Public Safety Building (To include equipment & Cameras located in CPS Lab) – (Enterprise Coverage)
 - a. CCTV Video System
 - b. Access Control System
 - c. Intercom System
 - d. Intrusion System (CPS Lab)
6. Holding Center / Sheriff's Office – (Enterprise Coverage)
 - a. CCTV System Only

7. Fire Training Academy – (Enterprise Coverage)

- a. CCTV Video System
- b. Access Control System
- c. Intrusion System

8. 608 William – (Enterprise Coverage)

- a. CCTV Video System
- b. Access Control System
- c. Intercom System
- d. Intrusion System

9. 1500 Broadway – (Enterprise Coverage)

- a. CCTV Video System
- b. Access Control System
- c. Intrusion System

10. 1084 Harlem Road – (Enterprise Coverage)

- a. CCTV Video System
- b. Access Control System

11. 120 / 134 West Eagle Street – (Enterprise Coverage)

- a. CCTV Video System
- b. Access Control System
- c. Intercom System

12. Family Court - (Enterprise Coverage)

- a. CCTV Video System
- b. Access Control System

13. Youth Detention - (Enterprise Coverage)

- a. CCTV Video System
- b. Access Control System
- c. Intercom System

4002 – Building Schedule 2. (Time & Materials Coverage)

1. 290 Main St (Time & Materials)
 - a. Access Control System
2. Appletree Business Park (Time & Materials)
 - a. CCTV Video System
 - b. Access Control System
 - c. Fire Monitoring
3. Erie County Public Health Lab (Time & Materials)
 - a. CCTV Video System
 - b. Access Control System
4. 13 Centre Sheriffs Operations (Time & Materials)
 - a. CCTV Video System
 - b. Access Control System
 - c. Intercom System
5. 500 Commerce/COVID Warehouse (Time & Materials)
 - a. CCTV Video System
 - b. Access Control System
 - c. Intrusion System
 - d. Fire Monitoring
6. 460 Main/HEAP (Time & Materials)
 - a. CCTV Video System
7. 43 Court St. (Time & Materials)
 - a. SP-C Web Access Control
8. Tonawanda Highway Garage (Time & Materials)
 - a. SP-C Web Access Control

4003 – System Definitions

- CCTV Video System: Analog or IP cameras, encoders, servers, and workstations commissioned to Avigilon Unity or Pelco VideoXpert VMS systems.
- Access Control System: ID badging and door access control through Andover Continuum or Schneider Security Expert systems, excluding any underlying or existing PLC hardware or control logic that these systems interface with.
- SP-C Web Access Control: Standalone ID badging and door access control through an IP-based Schneider SP-C Web Controller connected through the customer network.
- Intercom System: Analog or IP-based door-to-master station communication systems, typically manufactured by Aiphone.
- Intrusion System: Monitored inputs designed to detect and alert unauthorized access, typically Ademco or Schneider models.
- Fire Monitoring: Connection of a property's fire alarm system to a professional, off-site central monitoring station operating 24/7.

4004 – Limitation of Coverage

Services under this agreement apply only to systems defined above and installed at facilities listed in ARTICLE IV – Building Schedule. Any new systems or technologies added during the contract term require a written amendment and may incur additional costs. Systems not included under Enterprise Level Coverage, but integrated with Stark-serviced access, intercom, intrusion, or video systems at enterprise-level coverage sites, will be serviced on a Time and Materials basis upon request.

Article V – Payment

Building #1 – 92 Franklin Street-OCH	2026 _____	2027 _____	2028 _____
Building #2 –25 Delaware Ave. -NCH	2026 _____	2027 _____	2028 _____
Building #3 – 77 West Eagle -Law Library	2026 _____	2027 _____	2028 _____
Building #4 –95 Franklin St. -Rath Building	2026 _____	2027 _____	2028 _____
Building #5 – 45 Elm -Public Safety Building	2026 _____	2027 _____	2028 _____
Building #6 – 10-40 Delaware-ECHC	2026 _____	2027 _____	2028 _____
Building #7 – 3359 Broadway -ECFT	2026 _____	2027 _____	2028 _____
Building #8 – 608 Willian Street	2026 _____	2027 _____	2028 _____
Building #9 – 1500 Broadway	2026 _____	2027 _____	2028 _____
Building #10 – 1084 Harlem -HVAC Shop	2026 _____	2027 _____	2028 _____
Building #11 – 120/134 West Eagle -	2026 _____	2027 _____	2028 _____
Building #12 – 1 Niagara -Family Court Building	2026 _____	2027 _____	2028 _____
Building #13 – 810 E. Ferry – Youth Detention	2026 _____	2027 _____	2028 _____

Payment for the above services is to be made in quarterly installments in arrears, and upon receipt of invoice. The yearly total cost for the above services shall be:

For the period January 1, 2026 – December 31, 2026: \$ _____

For the period January 1, 2027 – December 31, 2027: \$ _____

For the period January 1, 2028 – December 31, 2028: \$ _____

Cost for any work beyond the scope of the specifications shall be:

Regular Hourly Labor Rate _____

Hourly Travel Rate _____

After Hours & Weekend Hourly Labor Rate _____

Holiday Hourly Labor Rate _____

Material to be per NY State Contract Pricing.

Material not on NY State Contract Pricing will be Cost plus _____ Markup

Article VI – Implementation of Services

Year 1 Requirements: Motorola VideoXpert to Motorola Unity Software Migration and necessary hardware replacement. Implement a 50% migration of access control from Andover Continuum to existing Schneider Security Expert components and database.

Year 2 Requirements: Implement the remaining 50% migration of the access control system from Andover Continuum to existing Schneider Security Expert components and database

Year 3: Maintain the functionality of all covered systems throughout the remainder of the service agreement.

Bid will be awarded based on the following formula: Yearly Cost of 2026 + Yearly Cost of 2027 + Yearly Cost of 2028 + 250 hours out-of-scope work at Regular Hourly Labor Rate

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.

County of Erie

DIVISION OF PURCHASE

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.

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.

County of Erie

DIVISION OF PURCHASE

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. 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.

b. 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.

30. THE SUCCESSFUL BIDDER TO WHOM THE BID IS AWARDED SHALL INDEMNIFY AND HOLD HARMLESS the County of Erie and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.

31. STATUS AS AN INDEPENDENT CONTRACTOR: The successful Bidder to whom the bid is awarded and the County agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither the Bidder nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

32. GOVERNED BY NEW YORK LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

(Rev. 04/09)

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

County of Erie

DIVISION OF PURCHASE

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

MARK C. POLONCARZ
COUNTY EXECUTIVE

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 Mapleview 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"). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

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

Signature

Verification

STATE OF _____)

COUNTY OF _____) SS:

A)

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

B)

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

Sworn to before me this _____

Day of _____, 20____



County of Erie

DIVISION OF PURCHASE

STANDARD AGREEMENT

This AGREEMENT, made as of the _____ day of _____, _____

by and between _____

of _____

hereinafter referred to as the Contractor, and the County of Erie, a municipal corporation of the State of New York, hereinafter referred to as the County:

WHEREAS, in accordance with public open competitive bidding, sealed proposals were received and publicly opened by the County of Erie, Division of Purchase

on _____ at _____

for: _____

WHEREAS, the bid of the Contractor submitted in accordance therewith, the sum

of \$ _____ Dollars,

was the lowest responsible bid submitted; and

WHEREAS, a contract is hereby awarded to the Contractor by the County, in accordance with the provisions therein contained; and

WHEREAS, the Notice to Bidders and Specifications make provisions for entering into a proper and suitable contract in connection therewith;

NOW, therefore, the Contractor does hereby for its heirs, executors, administrators and successors agree with the County of Erie that, the Contractor shall for the consideration mentioned, and in the manner set forth in Accepted Invitation to Bid No. _____, Specifications and Provisions of Law annexed hereto and forming a part of this contract, furnish the equipment and materials and perform the work and services described in the Accepted Bid for the above sum.

_____ Paid monthly upon presentation of invoices.

_____ Upon delivery, completion and approval of the work, as per specifications.

Please refer to the Invitation to Bid (Page 1) and the Instructions to Bidders which are part of this agreement.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

COUNTY OF ERIE

Contractor _____

by _____
Director of Purchase

by _____

Title _____

APPROVED AS TO FORM

Assistant County Attorney
County of Erie, New York

_____ (date)

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 Chautauque 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: _____

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: _____

YES

ADDRESS: _____

CITY, STATE: _____

TELEPHONE: _____

NO

IRS #: _____

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 its 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 (Forms C-105.2; SI-12; GSI-105.2; or U-26.3).
- 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 Project 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.
INSURED	EMAIL ADDRESS	
	PRODUCER CUSTOMER ID #	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	NAIC #
	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	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF POLICY EXP (MM/DD/YYYY) (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 COMPI/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) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A			WC STATUS: <input type="checkbox"/> OTH ER- \$ 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		DBL (Disability Benefits Law) Forms	
CE-200	Exemption	CE-200	Exemption
C105.2	Commercial Insurer	DB-120.1	Insurers
SI-12	Self Insurer	DB-155	Self Insured
GSI-105.2	Group Self Insured		
U-26.3	New York State Insurance Fund		

- 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# 2025014595.

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