



**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: LORRAINE M. KOLB, BUYER (716) 858-6340  
95 Franklin Street, Room 1254  
Buffalo, New York 14202-3967

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

BID NUMBER: 260017-005

OPENING DATE: 01-19-26 TIME: 2:30 PM

FOR: SCANNING SERVICES FOR ERIE COUNTY DEPARTMENTS

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)
- N/A 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 **CLASSIFICATION "A"**
- EXHIBIT "P" & EXHIBIT "PBI" - Performance Bond
- EXHIBIT "Q" - Confined Space Program Certification
- 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 \_\_\_\_\_, 20\_\_\_\_

TERMS \_\_\_\_\_ DELIVERY DATE AT DESTINATION \_\_\_\_\_

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

ZIP \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

TYPED NAME OF AUTHORIZED SIGNATURE

TITLE \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

**County of Erie**  
**DIVISION OF PURCHASE**  
**BID SPECIFICATIONS**  
**BID NO. 260017-005**

Page 2 of 6 Pages

Ship to: Erie County Departments  
 Address: Various Locations

Ship Via: CW  
 Date Required at Destination: A.S.A.P.

ITEM NO.	QUAN-TITY	U/M	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
			SCANNING SERVICES FOR ERIE COUNTY DEPARTMENTS		
			AS PER DETAILED SPECIFICATIONS		
			PRICING SCHEDULE:		
			1. IAD BARCODED DOCUMENTS		
			a. 1 to 200,000 delivered images/month		
			b. 200,001 to 400,000 delivered images/month		
			c. 400,001 to 600,000 delivered images/month		
			d. Over 600,000 delivered images/month		
			DOCUMENT TYPES	PRICE PER IMAGE	
			Excellent Condition: Scan Ready	\$	
			Good Condition: Medium Preparation	\$	
			Poor Condition: High Preparation	\$	
			Special Processing		
			Color	\$	
			Photo's	\$	
			Wide Format Scanning	\$	
			Scanning from Microfilm	\$	
			Scanning from Microfiche	\$	
			Questions: CONTACT David Gardner at 716-858-7457 OR		
			Amanda Felt 716-858-7106		

**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**

**TOTAL NET BID DELIVERED INSIDE** \_\_\_\_\_

**NAME OF BIDDER** \_\_\_\_\_

SPECIFICATIONS

**I. OBJECTIVE**

Erie County is looking to acquire a **(3) three-year general scanning services contract** that can be used by a variety of County departments. This expanded service will be offered to most of the County departments and cover a multitude of applications, but the County is looking for a contract that can accommodate wide variations in the types and volumes of scanning.

Based on past practices and future plans, a reasonable overall volume estimate would be 100,000 to 230,000 pages per month, to be scanned and indexed for import into the existing OnBase document management system. This includes approximately:

- 60,000 pages of "IAD Barcoded Documents" per month
- 120,000 pages of "Non-barcoded" documents per month (12 or less indexes; 1 - 400+ images/document)
- 60,000 pages of "Undefined" paperwork per month (initially very low volumes, gradually increasing to this estimated level as new departments are ready)

"IAD Barcoded Documents": Contain an Index Assist Document (IAD) barcode cover sheet containing Document Type ID number index value which corresponds to Document Type Name. We have an average of 18 barcodes, typically require medium preparation (mostly staple/clip removal, booklet/trifold separation), contain various page sizes (letter size and smaller, up to 11 x 14 max), are of various paper types (plain, NCR, greenbar), although vary greatly in page count are an average of 10 pages per document.

In addition to the above overall estimates, the Department of Social Services has 55,000 pages with a potential 20,000 pages of "IAD Documents" per month to be scanned and indexed for import into the existing OnBase document management system and/or the NYS Imaging Enterprise Document Repository (IEDR). "IAD Documents" have approx.. 5 to 12 indexes and they typically require medium preparation (mostly staple/clip removal, booklet/trifold separation), contain various page sizes (letter size and smaller, up to 11 x 14 max), are of various paper type (plain, NCR, greenbar), and although vary greatly in page count are an average of 10 pages per document.

Vendor to provide a price for scanning/indexing "IAD Barcoded Documents" for each of the monthly volume ranges given below: <b>*ENTER PRICING ON PAGE 2*</b>	
1. IAD Barcoded Documents:	
a) 1 to 30,000 delivered images/month	
b) 30,001 to 60,000 delivered images/month	
c) 60,001 to 100,000 delivered images/month	
d) Over 100,000 delivered images/month	
Vendor to provide a price for each of the following 4 <u>document/processing</u> categories, for scanning/indexing "Non-barcoded" and/or "Undefined" documents, regardless of volume.	
2. Excellent Condition: Scan Ready – Target Indexing or Small % of Manual Indexing Documents are already organized and in near-perfect condition for scanning. Minimal preparation is required (e.g., removing a few staples or paper clips). Most indexing can be automated using target indexing methods, with only a small percentage requiring manual entry. Manual Work is very low. Primarily involves quick checks and occasional manual indexing for exceptions.	
3. Good Condition: Medium Preparation – <u>Medium Additional Manual Indexing</u> . Documents are generally in good shape but require moderate preparation before scanning. This may include removing multiple staples, flattening folded pages, or separating mixed document types. Indexing will involve a mix of automated processes and a moderate amount of manual data entry. Manual Work includes some physical prep and noticeable manual indexing effort.	

SPECIFICATIONS (CONTINUED)

**I. OBJECTIVE (CONTINUED)**

<p>4. Poor Condition: High Preparation – High Manual Indexing Documents are in poor physical condition or highly disorganized. Preparation may involve repairing torn pages, removing heavy bindings, sorting mixed content, and handling fragile materials. Indexing will require significant manual effort due to lack of structure or missing identifiers. Work involves extensive physical handling and manual indexing for most documents.</p>
<p>5. Special Processing (very low volume) – <u>Color, Photos, Wide Format Scanning</u>, Scanning from Microfilm or Microfiche Documents that require specialized scanning techniques, such as color images, photographs, wide-format drawings (e.g., blueprints), or conversion from microfilm/microfiche. These items often need unique handling and equipment. Work is specialized and involves custom setup and processing for each item.</p>

Vendor will be required to provide a survey of the application and test where required to provide an exact cost for each individual application within 4 days of County notification of job. Vendor also to provide any information in the process that would allow costs to be reduced.

All prices to be "price per delivered image" up to 4 decimals.

**II. SCANNING SERVICE REQUIREMENTS**

- 1) The successful bidder must perform all work. Subcontracting will not be permitted except for the destruction phase and the transport of documents.

SPECIFICATIONS CONTINUED

**II. SCANNING SERVICE REQUIREMENTS CONTINUED**

- 2) All vendor personnel (including air third party service personnel) must sign confidentiality agreements pledging to adhere to all confidentiality requirements. Vendor must designate a compliance officer who shall retain primary responsibility for all confidentiality issues. The County and the Vendor (also known as the Contractor) shall observe and require the observance of applicable Federal and State Requirements relating to confidentiality of records and information, and each agrees not to allow examination of records or disclose information, except examination of records by local Department as may be necessary to assure that the purpose of the agreement will be effectuated, and also to otherwise comply with the local Department's requirements and obligations under law will be allowed. In addition, the Department and the Vendor (Contractor) shall be bound by the provisions of 45 CFR Part 226 (221), and all amendments thereof, and any other relevant provision of the state service operation work plans and Federal regulations including 46 CFR Part 228.
- 3) Vendor to provide secure daily direct pickup and delivery at locations specified by the County.
- 4) Each box of paperwork will have a unique identifier and its own transmittal document outlining the contents, supplied by the County Department for tracking purposes. The vendor may transfer the material from their original boxes to other containers; however, the transmittal document for each box must remain with the paperwork in order to facilitate searches.
- 5) Vendor will supply boxes for document packing as needed.
- 6) The boxes will contain folders of paperwork, with the folders containing one or more documents, and the documents containing one or more pages. The number of pages per document will vary greatly.
- 7) Vendor must be able to process a daily volume of up to 100,000 pages, and adhere to a 72 hours turnaround deadline.
- 8) Scanning and indexing services are to be completed entirely at the vendor site, without moving the paperwork to a second location, or transmitting the images offsite. The vendor site must have security measures in place.
- 9) The paperwork will vary in size, color, and weight from 8.5 by 11" and smaller to engineering size drawings, but the majority of paperwork will be letter/legal size. Approximately 10% may be ledger size or larger. Paperwork will be in a variety of forms, including (but not limited to) booklets, tri-fold forms, and stapled or clipped pages.
- 10) Documents will generally be in the correct order for imaging but will require preparation for scanning. The vendor is responsible for preparing the paperwork for scanning.
- 11) "Barcoded" documents will have a bar-coded (Code 39 Wide Regular True Type) cover sheet called an Index Assist Document (IAD). There are multiple types of IADs, each containing barcode values for the program area, document type category. IADS provide a means to index over 90 documents types.
- 12) Vendor must process documents with handwritten IAD's (which therefore lack barcodes) in a separate group and transmit those electronically as a separate file to the originating department for manual indexing. The file must include clean images of the handwritten IADs and their corresponding paperwork.
- 13) "Non-barcoded" material will be categorized as to general record type as it is boxed by the County, and the vendor will index the records according to pre-defined specifications for the record type. It may require reading handwritten indexes, folder names, handwritten or typed fields on structured forms or unstructured material, and/or performing database lookups as needed.
- 14) The majority of images must be scanned in at 200 dpi (dots per inch), black and white, as single page Group 4 TIFFs (tagged image file format). At County request, some record types will need 300 dpi for text search capability and/or an alternate record format such as PDF or PDFA.

SPECIFICATIONS CONTINUED

**II. SCANNING SERVICE REQUIREMENTS CONTINUED**

- 15) Vendor is responsible for proper page orientation for image readability. Pages that are more than 11" wide can be imaged sideways.
- 16) Images within each document must remain in the same order as the original paper file.
- 17) Vendor is responsible for reviewing the images for quality (100% review), performing corrections and image enhancements (de-skewing, cropping, contrast improvements, noise removal, and removal of blank pages) as needed.
- 18) Vendor is responsible for file completeness (no missing pages).
- 19) At the discretion of the sending department, the vendor will use a "best copy available" stamp on paperwork that will not provide a good image, due to the poor condition of the original paperwork.
- 20) Vendor will return a sampling of paperwork daily, as requested by the County, to compare the files for completeness, correctness and image quality.
- 21) Vendor will bear all costs of correcting images and files that are incomplete, of poorer quality than the original or which fail upon transmittal. Corrections may include the rescanning and recompiling of an entire file in the same order as the original paper file.
- 22) The vendor must index the documents using the values on the barcoded IADs (or as instructed for non-barcoded material), and generate a specially formatted comma delimited text file for import into the OnBase system, and/or an XML file for records to be sent to the NYS IEDR. Each image will require a text entry. Some bar-coded values will require conversion to a specific text string.
- 23) Records may change export formats throughout the year, with records initially being sent to the OnBase system with a text file format, but some records later being sent to NYS IEDR with an XML format. The records will be sent intermixed and the vendor will provide the output in the correct format depending on the record type and the required output format at the time. See Attachments A and C.
- 24) Vendor will provide on a daily basis:
  - A list of boxes that have been processed,
  - An export file to be transmitted to the County by secure file transfer protocol (SFTP), containing the images and the corresponding text file with their indices,
  - An export file to be transmitted to the NYS IEDR by secure file transfer protocol (SFTP), containing the images and the corresponding XML file with their indices,
  - A copy of the above export files on CD/DVD containing the images and text/XML file with their indices.
- 25) Vendor must maintain a backup copy of the CD/DVDs for 30 days in a secure, fire safe, climate controlled and access-controlled location.
- 26) Vendor must store original documents in a secured fireproof, access and climate controlled vault until the electronic output files are received by the County, then stored in a secured fire-controlled area for up to for sixty days after pickup.
- 27) Vendor will be responsible for the destruction of the original documents and all copies, physical or electronic, in a manner consistent with confidentiality compliance and NAID certification processes.
- 28) Vendor will return boxes of original material if requested.
- 29) Vendor must be able to securely scan and electronically submit documents occasionally requested on an emergency basis, within three hours of request, to a designated County liaison.

SPECIFICATIONS CONTINUED

**II. SCANNING SERVICE REQUIREMENTS CONTINUED**

- 30) Vendor must permit County representatives to inspect its facilities.
- 31) Vendor must be able to begin the test period within thirty days of the execution of the contract.
- 32) Vendor will conduct a 7 to 10 day test period including a successful import and the County must sign off on the test before going to production. Additional test periods will be required as new record types are added.
- 33) Vendor shall designate a project manager and another employee who, in the project manager's absence, will respond promptly as problems arise.
- 34) Vendor to provide any information in the process that would allow costs to be reduced.
- 35) Vendor to have and submit a clearly defined Quality Control process.

**Attachment A: Social Services Sample OnBase Image Import File**

[DocTypeGroup],[Doctype],[CaseNumber],[LastName],[FirstName],[MI],[DocDate],[Box#],[FullFilePath]  
PA,Maintenance\_PA,P123456ACM,HENDERSON,FLORENCE,,08-25-2010,1669,d:\Images\0003.tif  
PA,Maintenance\_PA,P123456ACM,HENDERSON,FLORENCE,,08-25-2010,1669,d:\Images\0005.tif  
PA,Maintenance\_PA,P123456ACM,HENDERSON,FLORENCE,,08-25-2010,1669,d:\Images\0007.tif  
PA,Maintenance\_PA,P123456ACM,HENDERSON,FLORENCE,,08-25-2010,1669,d:\Images\0008.tif  
PA.Shelter/Residency Verification\_PA,P123456ACM,HENDERSON,FLORENCE,,08-25-2010,1669,d:\Images\0011.tif PA.Shelter/Residency  
Verification\_PA,P123456ACM,HENDERSON,FLORENCE,,08-25-2010,1669,d:\Images\0013.tif  
PA,Maintenance\_CP,P333111CSA,LAMAR,JOHN,T,08-26-2010,1669,d:\Images\0017.tif PA,Maintenance\_GP,P333111CSA,LAMAR,JOHN,T,08-  
26-2010,1669,d:\Images\0019.tif PA,Maintenance\_CP,P333111CSA,LAMAR,JOHN,T,08-26-2010,1669,d:\Images\0021.tif  
PA,Maintenance\_CP,P333111CSA,LAMAA,JOHN,T,08-26-2010,1669,d:\Images\0023.tif PA,Maintenance\_CP,P333111CSA,LAMAR,JOHN,T,08-  
26-2010,1669,d:\Images\0024.tif FS,Maintenance\_FS,F456789BAM,HARLEM,WALDEN,,08-25-2010,1669,d:\Images\0027.tif  
FS,Maintenance\_FS,F456789BAM,HARLEM,WALDEN,,08-25-2010,1669,d:\Images\0029.tif  
FS,Fair Hearing\_FS,F456789BAM,HARLEM,WALDEN,,08-25-2010,1669,d:\Images\0033.tif  
FS,Fair Hearing\_FS,F456789BAM,HARLEM,WALOEN,,08-25-2010,1669,d:\Images\0034.tif  
FS,Fair Hearing\_FS,F456789BAM,HARLEM,WALOEN,,08-25-2010,1669,d:\Images\0035.tif  
MA,Maintenance\_MA,M789987GWM,JONES,PAULA,S,08-28-2010,1669,d:\Images\0039.tif  
MA,Maintenance\_CM,M252272 CR,BLACKWOOD ,VANESSA,A,08-27-2010,1669,d:\Images\0053.tif MA,Maintenance\_CM,M252272  
CR,BLACKWOOD ,VANESSA,A,08-27-2010,1669,d:\Images\0055.tif MA,Maintenance\_CM,M252272 CR,BLACKWOOD,VANESSA,A,08-27-  
2010,1669,d:\Images\0056.tif  
MA,Shelter/Residency Verification\_MA,M252272 CR,BLACKWOOD,VANESSA,A,08-27-2010,1669,d:\Images\0059.tif  
A&F Services,Denials\_SV,S1252272 CR,WOOD,RED,A,08-27-2010,1669,d:\Images\0056.tif  
CPS,CPS Indicated Open,Smith,Daniel,,123456789,987654321,1669,d:\Images\0056.tif

**Attachment B: Sample OnBase Import for Other County Departments**

For illustration only, actual type and number of keywords as yet undetermined, indexed from structured and unstructured documents.

Sheriff\_Rec,Abernathy,Andrew, 01/26/1970, 12, 3000, D:\Images\0001.tif  
Sheriff\_Rec,Abernathy,Andrew, 01/26/1970, 12, 3000, D:\Images\0002.tif  
Sheriff\_Rec,Acker,Joseph, 04/24/1977, 16, 3000, D:\Images\0003.tif  
Sheriff\_Rec,Acker,Joseph, 04/24/1977, 16, 3000, D:\Images\0004.tif  
Sheriff\_Rec,Acker,Joseph, 04/24/1977, 16, 3000, D:\Images\0005.tif  
Sheriff\_Rec,Adams,Vanessa,01/26/1924, 20, 3000, D:\Images\0006.tif  
Sheriff\_Rec,Adside,Carrie, 11/26/1944, 2, 3000, D:\Images\0007.tif  
Sheriff\_Rec,Adside,Emma,04/14/1945, 2, 3000, D:\Images\0008.tif  
Sheriff\_Rec,Adside,Emma,04/14/1945, 2, 3000, D:\Images\0009.tif  
Sheriff\_Rec,Alexander,Gary,11/26/1978, 2, 3000, D:\Images\0010.tif  
Sheriff\_Rec,Alexander,Ryan, 06/27/1950, 2, 3000, D:\Images\0011.tif  
Sheriff\_Rec,Alexander,Ryan, 06/27/1950, 2, 3000, D:\Images\0012.tif  
Sheriff\_Rec,Alexander,Ryan, 06/27/1950, 2, 3000, D:\Images\0013.tif

DSM, Permit,167834,Alimonti,Mary,2006-078, 14 Barbara PI, 3001, D:\Images\0001.tif  
DSM, Permit,5742938,Allen,Jane,2005-14,211 Harlem Rd, 3001, D:\Images\0002.tif  
DSM, Permit,5923875,Alston,Betty,2002-201A,7788 Union Rd, 3001, D:\Images\0003.tif  
DSM, Permit,227648,Altemoos,Howard,2008-55, 55 Camden, 3001, D:\Images\0004.tif  
DSM, Permit,7838765,Amos,Kenneth,2005-889R,14 Eagan, 3001, D:\Images\0005.tif

DocTypeName: DA\_Transcripts\_Felony

Indictment #: 0731

DefendantLastName: SMITH

DefendantFirstName: JAMES

DefendantFirstName: MARY

DocDate: 04/18/1991

Box: 3002

FullPath:D:\Images\00000001.TIF

**Attachment C: XML File Sample for NYS IEDR**

```
<?xml version="1.0" encoding="UTF-8"?>
<!DOCTYPE IEDRExportDataset SYSTEM "IEDRExportDataset.dtd"[]>
<IEDRExportDataset DatasetName="Erie2010">
<Cases>
  <Case CaseID="ABC123"
        CaseName="Jane Doe"
        LSSD="ERIE"
        IndexType="I"
        CaseType="MA"
        SensitiveInd="Y"
        SourceID="123ABC">
    <SensitiveUser>XM3101</SensitiveUser>
    <XRefCase>FABC123</XRefCase>
    <XRefCase>MABC123</XRefCase>
    <CaseComment CommentDate="" Comment Time="" CommentUser="" SourceID="C1-0"
                  ParentID=""></CaseComment>
    <CaseComment CommentDate="" Comment Time="" CommentUser="" SourceID="C1-1"
                  ParentID=""></CaseComment>
    <CaseComment CommentDate="" Comment Time="" CommentUser="" SourceID="C1-2"
                  ParentID=""></CaseComment>
    <DocumentFile
          CatID="01"
          CIN="CABCDEFN"
          DocType="01"
          IndexDate="12/18/2003"
          IndexTime="2100"
          NumImages="2"
          SourceID="{ADDSF-KSDDF-SETFF-DSS2D-DSFJF}">
      <ImageFile
            ImportPath="content/0001.tif"
            SourceID="{ADDSF-KSDDF-SETFF-DSS2D-DSFJF}"
            MD5Sum="23453539afa312a91b7381a4934e1123" />
      <ImageFile
            ImportPath="content/0002.tif"
            SourceID="{ADDSF-KSDDF-SETFF-DSS2D-DSFJF}"
            MD5Sum="49983539afa312a91b7381a4934e1d2b" />
    </DocumentFile>
    <DocumentFile
          CatID="04"
          CIN=""
          DocType="07"
          IndexDate="01/12/2003"
          IndexTime="2300"
          NumImages="1">
      <ImageFile
            ImportPath="content/0003.tif"
            SourceID="{HDJSF-KSKDF-SKDFF-DKS2D-DKSJF}"
            MD5Sum="e90aa952b6636dfdbc8f98405cb89e64" />
      <XRefCase>MCZZZ3</XRefCase>
    </DocumentFile>
  </Case>
</Cases>
</IEDRExportDataset>
```

**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 or 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:

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# 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)

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



## 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 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.

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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\_\_\_\_

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# County of Erie

## DIVISION OF PURCHASE

### **STANDARD AGREEMENT**

This AGREEMENT, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_  
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

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Assistant County Attorney  
County of Erie, New York

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(date)

# COUNTY OF ERIE

## DIVISION OF PURCHASE

### **MBE/WBE/SDVOB COMMITMENT**

The Erie County Legislature enacted Local Law No. 5, which requires a commitment to utilizing Minority and Women-owned businesses by persons or firms contracting with the County of Erie for supplies, materials, and equipment. 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.

A. The supplier of all purchase contracts involving an expenditure of more than \$20,000.00 shall take affirmative action to utilize bona fide Minority business enterprises (MBE), Women business enterprises (WBE), and Service-Disabled Veteran-Owned businesses on all contracts with the County. Affirmative action shall include, but not limited to:

1. Utilizing a source list of MBE, WBE, and SDVOB; and
2. Solicitation of bids from MBE, WBE, and SDVOB; and
3. Providing MBE, WBE, and SDVOB sufficient time to submit proposals in response to solicitations; and
4. Maintaining records showing utilization of MBE, WBE, and SDVOB specific efforts to identify and utilize these companies; and
5. A goal of awarding at least ten percent (10%) of the total dollar value of the contract to 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.

B. All bidders must submit, with a bid, a list of all MBE, WBE, and SDVOB from whom the supplier has solicited bids, or with whom the supplier has signed a binding contractual agreement, or with whom the contractor is presently negotiating an agreement, for the purpose of meeting the MBE, WBE, and SDVOB utilization goals provided in subdivision (A) (5) above. A supplier's bid shall not be considered where the supplier fails to submit a list as provided for herein. A supplier's bid shall not be considered where examination of said list of MBE, WBE, and SDVOB evidences failure by the supplier to comply with the affirmative action requirements provided herein, except that the County may, upon written request by the supplier, grant a complete or partial waiver of the provisions of subdivision (A) (5) where the availability of MBE, WBE, and/or SDVOB in the market area of the contract is less than the ten percent (10%) MBE goal, the two percent (2%) WBE goal, and the six percent (6%) SDVOB goal.

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

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

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

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

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

G. For the purposes of this section, the term "Service-Disabled Veteran-Owned business" 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 E.E.O.  
95 Franklin Street  
9<sup>th</sup> 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 Division of E.E.O. when contract is complete)

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

\*VENDOR: \_\_\_\_\_ \*BID NO. \_\_\_\_\_

MBE	TOTAL AMOUNT EXPENDED
-----	-----------------------

WBE	TOTAL AMOUNT EXPENDED
-----	-----------------------

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 Division of E.E.O.  
95 Franklin Street  
9<sup>th</sup> 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 M/WBE 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.

---

DATE

SIGNATURE OF AUTHORIZED  
COMPANY REPRESENTATIVE

For Official Use Only

Granted in Whole: \_\_\_\_\_

Granted in Part: \_\_\_\_\_

Comments:

---

DIRECTOR OF E.E.O.

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

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 WVO	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY						EACH OCCURRENCE \$
<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Each occurrence) \$
<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
<input type="checkbox"/>						PERSONAL & ADV INJURY \$
<input type="checkbox"/>						GENERAL AGGREGATE \$
GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS COM/PROP AGG \$
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Each 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"/> HIRE AUTOS						
<input type="checkbox"/> NON-OWNED AUTOS						
UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
DEDUCTIBLE						
RETENTION \$						
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						W/C STATUS <input type="checkbox"/> OTH <input type="checkbox"/> ER- TORY LIMITS <input type="checkbox"/>
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> N/A				E.L. EACH ACCIDENT <input type="checkbox"/>
If yes describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE <input type="checkbox"/>
						E.L. DISEASE - POLICY LIMIT <input type="checkbox"/>

CERTIFICATE HOLDER	CANCELLATION
<p>County of Erie 95 Franklin St Buffalo NY, 14202</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS</p>

**X FOR COUNTY USE ONLY:** \_\_\_\_\_ Name of County Seal 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	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
& Employer's Liability							
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.

**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

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