



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: 260044-002

OPENING DATE: MARCH 30, 2026 TIME: 11:00AM

FOR: GENERATOR MAINTENANCE

NAME OF BIDDER: _____

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

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

- EXHIBIT "A" - Assignment of Public Contracts
- 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)
- EXHIBIT "EP" - Equal Pay Certification
- EXHIBIT "F" - Standard Agreement
- EXHIBIT "G" - Non-Collusive Bidding Certification
- EXHIBIT "H" - MBE/ WBE Commitment
- EXHIBIT "IC" - Insurance CLASSIFICATION "A"
- EXHIBIT "P" & EXHIBIT "PBI" - Performance Bond
- EXHIBIT "Q" - Confined Space Program Certification
- EXHIBIT "PW" - NYS Prevailing Wage
- EXHIBIT "V" - Vendor Federal Compliance Certification

County of Erie
DIVISION OF PURCHASE
NON-COLLUSIVE BIDDING CERTIFICATION

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

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

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

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

NOTICE

(Penal Law, Section 210.45)

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

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

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

TERMS _____ DELIVERY DATE AT DESTINATION _____

FIRM NAME _____

ADDRESS _____

ZIP _____

AUTHORIZED SIGNATURE _____

TYPED NAME OF AUTHORIZED SIGNATURE _____

TITLE _____ TELEPHONE NO. _____

(Rev. 1/2000)

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

County of Erie
DIVISION OF PURCHASE
BID SPECIFICATIONS
BID NO 260044-002

Addresses: Various locations,
 see bid specifications.

Ship Via: N/A
 Date Required at Destination: AS REQUESTED

ITEM NO.	QUAN-TITY	UM	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Vendor to perform regularly scheduled maintenance and inspections		
			of Emergency Power Generators per the attached specifications.		
			Contract will be from April 1, 2026 March 31, 2027.		
			For questions regarding the specifications of this bid, contact:		
			District #2 – Chris Perry (716-549-3161)		
			District #3 – Joe Klubek (716-823-8188, x256)		
			District #1,4 &5 – Doug Decker (716-684-1234)		
			District #6 – Mike Dembski (716-823-5888, x224)		
			PRICING		
			Please provide pricing for individual sites on the attached sheets.		
			TOTAL NET BID		_____
			Repairs: Regular labor rate per hour _____		
			Off hrs*/overtime labor rate per hour _____		
			Materials cost + _____%		
			*off hours are defined as before 8am and after 5pm.		

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

SPECIFICATIONS

Generator Inspections

Inspection shall include travel to and from the site where the generators are located.

The vendor shall check the oil and coolant levels.

Visual checks shall include fuel system and injector pump solenoid, governor controls, linkages, block heaters, hoses, belts, clamps, air filters, breathers, exhaust systems, water separators, radiator condition, general leaks in all systems.

The vendor shall test the coolant for the protection level from freezing and for impurities.

The vendor shall change the oil, including replacement of the oil filter and fuel filter, on all generators equal to and under 300 KW annually.

The vendor shall collect an oil sample on all generators over 300KW and have it analyzed, and the results shall be in the form of an overall report when testing is complete.”

Gen-sets will be load bank tested at 100% capacity for a total of one hour, monitoring stepping up, full load and stepping down.

The load bank shall be provided by the vendor. Load Banks that are permanently installed for stationary generators can be utilized by the contractor for purposes of load bank testing on units. Load banks shall be 100% capacity unless otherwise noted. Southtowns generators (Detroit Diesel 800 kw) shall be load banked individually utilizing stationary load bank at the facility @ 700kw for a period of 1 hour including monitoring stepping up and stepping down.

Portable generators DO NOT need to be load banked.

The vendor shall load test the generator batteries.

A report is to include, battery condition, battery voltage and charging voltage, output voltage, frequency, loaded amps, oil pressure, water temp and hour meter reading.

The vendor shall note any deficiencies in a report, and provide an estimate for the recommended repairs following the inspection, with a detailed list of needed repairs.

Vendor shall provide repair services and/or repair parts for gensets upon approval from Erie County. Parts will be at cost plus documented mark up. Labor rates will be for regular time and overtime rates as indicated on bid and be for actual work performed. Travel time is not billable. All repairs and service work schedules will be approved and scheduled by Erie County for both annual inspections and repairs needed.

If oil and/or coolant needs to be changed as per testing then the above parts cost plus mark up and regular time labor rates would apply.

Provide pricing for all generators listed below. Determination of need for and frequency of inspections will be made by using department.

PLANT AND STATION GENERATORS BY DISTRICTS

Description	Serial No.	KW	Volta ge		Location	Town Location	Bldg Location	Street Address	load bank	PRICE
District 1,4 & 5										
1 EMERGENCY GENSET, CAYUGA PS	J960620565	750	460	MODEL 750DFHA	DISTRICT 1	Cheektowaga	CAYUGA PS	707C CAYUGA CREEK RD, CHE+J5:J21EKTOWAGA	LB	
2 EMERGENCY GENSET, INDUSTRIAL PARK PS	I960618633	400	460	400DFEB	DISTRICT 1	Cheektowaga	INDUSTRIAL PARK PS	211 INDUSTRIAL PKWY, CHEEKTOWAGA	LB	
3 EMERGENCY GENSET, BORDEN CLINTON PS	G97064495 9	125	460	125DGEA	DISTRICT 1	West Seneca	BORDEN CLINTON PS	145 BORDEN RD, WEST SENECA	LB	
4 EMERGENCY GENSET, CLINTON TRANSIT PS	G97064496 8	60	460	60DGCB	DISTRICT 1	West Seneca	CLINTON TRANSIT PS	5025 CLINTON, WEST SENECA	LB	
5 EMERGENCY GENSET, UNION RD. PS	174468/01	100	460	OLY00000KD4P0037 4	DISTRICT 1	Cheektowaga	UNION RD. PS	4200 UNION RD, CHEEKTOWAGA	LB	
6 EMERGENCY GENSET, DEPEW PS	2GM00666	900	460	SR-4B	DISTRICT 4	DEPEW	DEPEW PS	315 BORDEN RD, DEPEW	LB	
7 EMERGENCY GENSET, FOREST STREAM PS	097525 05	100	208	G100F1	DISTRICT 4	Lancaster	FOREST STREAM PS	4733 TRANSIT RD, LANCASTER (AT FORESTREAM DR		
8 EMERGENCY GENSET, WARNER RD. PS	6DG01172	200	460	SR4B	DISTRICT 4	DEPEW	WARNER RD. PS	CORNER OF WARNER & FALCON, DEPEW	LB	
9 EMERGENCY GENSET, BOWMANVILLE PS	6DG01171	200	460	SR4B	DISTRICT 4	Bowmansville	BOWMANVILLE PS	36 MAIN ST, BOWMANVILLE	LB	
10 EMERGENCY GENSET, VANDERBILT PS	5EA03517	200	460	SR4	DISTRICT 4	DEPEW	VANDERBILT PS	BEHIND 67 VANDERBILT, DEPEW	LB	
11 EMERGENCY GENSET, BROADWAY EAST PS	6EA00820	450	460	SR4	DISTRICT 4	Lancaster	BROADWAY EAST PS	5200 BROADWAY, LANCASTER	LB	
12 EMERGENCY GENSET, AURORA SOUTH PS	108353176	100	460	D75P1	DISTRICT 4	Lancaster	AURORA SOUTH PS	811 AURORA ST, LANCASTER	LB	
13 EMERGENCY GENSET, HASKELL PS	64087	100	208	100R0Z81	DISTRICT 4	Lancaster	HASKELL PS	17 HASKELL DR, LANCASTER		
14 EMERGENCY GENSET, PLEASANTVIEW PS	206083/02	125	460	G125G1	DISTRICT 4	Lancaster	PLEASANTVIEW PS	579 PLEASANTVIEW, LANCASTER	LB	
15 BASE 4 GENERATOR	197639/03	125	208	g100f3	DISTRICT 4	Lancaster	BASE 4	3789 WALDEN, LANCASTER		
16 EMERGENCY GENSET, IROQUOIS PS	J840730961	155	460	155.ODFE- 15R/23042L	DISTRICT 4	Lancaster	IROQUOIS PS	CORNER OF IROQUOIS AVE & RONALD DR, LANCASTER		
17 EMERGENCY GENSET, BRYANT & STRATTON	D95057530 2	100	460	100DGDB	DISTRICT 5	Williamsville	BRYANT & STRATTON	458 BRYANT & STRATTON WAY		
18 EMERGENCY GENSET, TRANSIT VALLEY PS	60.0DGCB-L 51283F	60	460	60DGCG	DISTRICT 5	E. Amherest	TRANSIT VALLEY PS	6232 GOTT CREEK TRAIL, E AMHERST		
19 EMERGENCY GENSET, STAHLEY RD. PS	125278/17	60	460	OLYMPIAN	DISTRICT 5	E. Amherest	STAHLEY RD. PS	8425 STAHLEY, E AMHERST	LB	
20 EMERGENCY GENSET, PINEBREEZE PS	K910433080	50	240	40DGAE	DISTRICT 5	Clarence Center	PINEBREEZE PS	1/4 MILE EAST ON CLARENCE BIKE PATH NEAR 6185 GOODRICH RD. CLARENCE		
21 EMERGENCY GENSET, EASTERN HILLS PS	L110250702	40	240	GGHE-7855887	DISTRICT 5	Williamsville	EASTERN HILLS PS	4545 Transit Rd. Williamsville		

Description	Serial No.	KW	Volta ge	Location	Town Location	Bldg Location	Street Address	load bank	PRICE
District 2									
22 GENERATOR, BIG SISTERS TREATMENT PLANT	5362001516	800	460	DETROIT 800DS4	DISTRICT 2 Sheet1	BIG SISTERS WWTP	8443 LAKE SHORE RD, ANGOLA		
23 GENERATOR, (UV) @ BIG SISTERS TREATMENT PLANT	U641298M ENG	60	460	OLYMPIAN 2326-1500 ENG	DISTRICT 2	UV BLDG BS WWTP	8443 LAKE SHORE RD, ANGOLA	LB	
24 GENERATOR, SWEETLAND PS	37139559 ENG	500	460	ONAN 500DFB GEN	DISTRICT 2	SWEETLAND PS	6840 LAKESHORE RD, DERBY		
25 GENERATOR, 18 MILE PS	5M4032	500	460	DETROIT	DISTRICT 2	18 MILE CREEK PS	6413 LAKESHORE RD, DERBY	LB	
26 GENERATOR, PINEHURST PS	44BS 3085	105	240	CAT SR-4	DISTRICT 2	LAKEVIEW	PINEHURST PS	5700 OLD LK SHR RD, LAKEVIEW	
27 GENERATOR, PONTIAC RD. PS	45178036 ENG	175	460	ONAN 6CTA8.3-G	DISTRICT 2	EDEN	PONTIAC RD PS	2057 PONTIAC RD	LB
28 GENERATOR, LAKE ST PS	35272111	300	460	ONAN QS11-64	DISTRICT 2	ANGOLA	LAKE ST PS	621 LAKE ST, ANGOLA	LB
29 GENERATOR, NORTH EVANS PS	477762/45R OZB1	45	240	KOHLER	DISTRICT 2	NORTH EVANS	NORTH EVANS PS	6920 VERSAILLES RD. NO EVANS	
30 GENERATOR, BRANT FARNHAM PS	E830660519	75	460	ONAN	DISTRICT 2	FARNHAM	BRANT- FARNHAM PS	526 COMMERICAL ST FARNHAM	
31 GENERATOR, SHORECLIFF PS	8.1L-12559 ENG	100	460	DETROIT, GM8.1L	DISTRICT 2	ANGOLA	SHORECLIFF PS	5 SO. LANE ANGOLA	LB
32 GENERATOR, EVANGOLA PS	H770255571	50	460	GENERAC	DISTRICT 2	BRANT	EVANGOLA PS	EVANGOLA STATE PARK, BRANT	
33 GENERATOR, WIDE BEACH PS	H770255589	45	240	ONAN	DISTRICT 2	BRANT	WIDE BEACH PS	51 OVAL ST, BRANT	
34 GENERATOR, LOTUS BAY PS	H770255572	30	240	ONAN 30EM3R	DISTRICT 2	BRANT	LOTUS BAY PS	10448 OLD LK SHR RD, BRANT	
35 GENERATOR POINT BREEZE PS	352 72106	300	460	ONAN QSH11-G4NR3	DISTRICT 2	ANGOLA	POINT BREEZE PS	9574 LAKE SHORE RD, ANGOLA	LB

Description	Serial No.	KW	Volta ge	Location	Town Location	Bldg Location	Street Address	load bank	PRICE
Districts 3 & 8 Southtowns									
36 GENERATOR, EAST EDEN PS	CAT 00L44CD4B 02465	80	208	CAT D80-6	DISTRICT 3 Sheet1	HAMBURG EAST EDEN PS	6505 EAST EDEN RD	LB	
37 GENERATOR, HAMPTON BROOK PS	197681, ENGINE #44185194	30	208	KOHLER 30ROZ271	DISTRICT 3	HAMBURG MAIN BLDG	4016 ECKHARD RD		
38 GENERATOR, MASTER PLANT PS	4A 258140	125	208	DET 125DR-LR60	DISTRICT 3	HAMBURG GENERATOR ROOM	3839 HOVER RD		
39 GENERATOR, MILESTRIP ROAD PS	I74519405	100	460	ONAN 100DYC-15R	DISTRICT 3	ORCHARD PARK MAIN BLDG	7115 MILESTRIP RD	LB	
40 GENERATOR, MOUNT VERNON 1 PS	8VF073256	250	460	DET 300DRLR60	DISTRICT 3	HAMBURG MAIN BLDG	4863 LAKESHORE RD		
41 GENERATOR, MOUNT VERNON 2 PS	6A0421943	150	460	DET 150DRLR60	DISTRICT 3	HAMBURG MAIN BLDG	4724 LAKESHORE RD		
42 GENERATOR, ROGERS ROAD PS	6A0423401	200	460	DET 250DRLR60	DISTRICT 3	HAMBURG MAIN BLDG	4906 ROGERS RD		
43 GENERATOR, WANAKAH PS	8VA421448	250	460	DET 250DRLR60	DISTRICT 3	HAMBURG MAIN BLDG	5320 LAKESHORE RD		
44 GENERATOR, WATER VALLEY PS	108206	30	208	KOHLER 30ROZ281	DISTRICT 3	HAMBURG MAIN BLDG	7535 GOWANDA STATE RD		
45 GENERATOR, HOLLAND WWTP	NA, OUT OF SERVICE	30	208	OUT OF SERVICE	DISTRICT 3	HOLLAND PLANT	457 N. MAIN ST		
46 GENERATOR, HOLLAND, MAIN ST. Pump station	GM11240- KPS	32	208	30 GSG	DISTRICT 3	HOLLAND MAIN STREET PS	140 N. MAIN ST		
47 GENERATOR, HIGHLAND PS, NATURAL GAS	D99089336 4 SPEC B	40	460	GGFB-3369200	DISTRICT 3	TOWN OF HAMBURG HIGHLAND PUMP STATION	4102 WEST HIGHLAND		
48 GENERATOR, BIG TREE PS	H030532094	30	208	ONAN GGDB- 5628731	DISTRICT 3	TOWN OF HAMBURG BIG TREE	4218 BIG TREE RD, NEAR S. PARK		
49 GENERATOR, COUNTRY WOODS PS	I930520904 SPEC 64760A	40	208	40DGBC	DISTRICT 3	TOWN OF HAMBURG COUNTRY WOODS PS	3550 CREEKVIEW DRIVE	LB	
50 GENERATOR, ROBERTS ROAD PS	211604	80	208	80P7282	DISTRICT 3	TOWN OF HAMBURG ROBERTS ROAD PS	5718 LAKESHORE RD		
51 GENERATOR, BLASDELL PUMP STATION	E990990937 5	150	480	ONAN GGKD- 3371097	DISTRICT 3	BLASDELL BLASDELL	270 MILESTRIP RD		
52 GENERATOR, BLASDELL PLANT	D09905700	150	208	ONAN GGKO- 3371065	DISTRICT 3	BLASDELL BLASDELL	3595 JEFFERY BLVD		
53 GENERATOR, BOSTON VALLEY PS	9.5011E+10	250	460	MTU6R1600DS250	DISTRICT 3	HAMBURG BOSTON VALLEY	6401 BOSTON STATE RD	LB	

Description	Serial No.	KW	Volta ge	Location	Town Location	Bldg Location	Street Address	load bank	PRICE
Districts 3 & 8 Southtowns (continued)									
54 GENERATOR #1, SOUTHTOWNS PLANT	16E0004041	800	2400	800DR-KR60	DISTRICT 3 Sheet1	BLASDELL MACH ROOM	3690 LAKE SHORE ROAD	LB	
55 GENERATOR #2, SOUTHTOWNS PLANT	16E0004040	800	2400	800DR-KR60	DISTRICT 3	BLASDELL MACH ROOM	3690 LAKE SHORE ROAD	LB	
56 GENERATOR, EFFLUENT PUMP	4FD01960	160	460	CATERPILLAR G3406	DISTRICT 3	BLASDELL MACH ROOM	3690 LAKE SHORE ROAD	LB	
57 GENERATOR, SOUTHTOWNS ISPS	SGM32FTSN	810	2400	KOHLER 800RE0ZMD	DISTRICT 3	BLASDELL ISPS STATION	3690 LAKE SHORE ROAD	LB	
58 GENERATOR, REED HILL PS	LC500177	100	460	CATERPILLAR D100-6	DISTRICT 8	EAST AURORA EAST AURORA	21 CREEKVIEW CT.		
59 GENERATOR, SHERWOOD	XG3134200 004	100	208	MTU 10V0068GS100	DISTRICT 3	HAMBURG SHERWOOD	4553 LOGANS LN		
60 GENERATOR, AURORA MILLS	9.5131E+10	100	460	MTU 4R120DS100	DISTRICT 8	EAST AURORA AURORA MILLS	402 MILL ST, EAST AURORA,NY 14052		
Description	Serial No.	KW	Volta ge	Location	Town Location	Bldg Location	Street Address	load bank	PRICE
District 6 Lackawanna									
61 GENERATOR, DIST 6 PLANT	3E-3636- 0182	500	460	DET. 500DR-LR60	DISTRICT 6	STP MAINT	260 LEHIGH		
62 GENERATOR, WILMUTH PS	G19061576 4	500	460	CUMMINS DFEK_1930897	DISTRICT 6	LACKAWANNA WILMUTH PS	18 WELL ST	LB	
63 GENERATOR, BETH PARK PS	125CT61/36 898C	125	460	KOH. 125CT61/36898C	DISTRICT 6	LACKAWANNA BETH PARK PS	80 JACKSON AVE		
64 GENERATOR, SEAL ST. PS	173169	300	460	300R0Z77	DISTRICT 6	LACKAWANNA SEAL ST. PS	26 Seal place		
65 GENERATOR, DORRANCE AVE. PS	700TH3805	930	460	CAT. SRCR	DISTRICT 6	LACKAWANNA DORRANCE AVE. PS	25 DORRANCE AVE		
66 GENERATOR, RIDGEWOOD PS	80BT61/367 08C	100	460	80 DGDA 80BT61	DISTRICT 6	LACKAWANNA RIDGEWOOD PS	1387 RIDGE RD (16 WINSTEAD RD)		
67 GENERATOR, ORF	RN19-51970- 12/4-02	350	460	DET. 502FDR7020J W	DISTRICT 6	ORF MCC	"A" ST. OFF OF DONA ST.		

PORTABLE GENERATORS BY DISTRICT

PORTABLE GENERATORS BY DISTRICT										
Description	Serial No.	KW	Volta ge		Location	Town Location	Bldg Location	Street Address	load bank	PRICE
District 1,4 & 5 Lancaster										
1 GENERATOR, NR-3, MULTIQUIP, 25 KW	3313569				MULTIQUIP DCA-25SSA-1	MAINT	DSM	DISTRICT 4	GARAGE	
2 GENERATOR, NR-12, GENERIC, 20KW	3014307462	20	480		MDG25IF4	MAINT	DSM	DISTRICT 4	GARAGE	
3 GENERATOR, NR-6, CUMMINS, 75 KW	195827				6BT 59GC1	MAINT	DSM	DISTRICT 4	GARAGE	
District 2 Angola										
4 GENERATOR #1	E830660217	12.5	240		ONAN 12.5JC-3R		ANGOLA	DISTRICT 2	8442 LAKE SHORE RD, ANGOLA	
5 GENERATOR #2, 125 KW/3PH, 82.5 KW/1 PH	E830660558	125	230		ONAN 125DYD-15R		ANGOLA	DISTRICT 2	8443 LAKE SHORE RD, ANGOLA	
6 GENERATOR #3	E830660218	12.5	240		ONAN 12.5JC-3R		ANGOLA	DISTRICT 2	8443 LAKE SHORE RD, ANGOLA	
7 GENERATOR #4, 12 KW, 120/208V 3PH	G85077186 5 GEN	12			ONAN 12DJC-3R GEN		ANGOLA	DISTRICT 2	8443 LAKE SHORE RD, ANGOLA	
8 GENERATOR #15, 33.0KW, 120/240VAC, 3 PH	911200A529- 55	33	240		KOHLER 30RZ01		ANGOLA	DISTRICT 2	8443 LAKE SHORE RD, ANGOLA	
9 GENERATOR #20, 70 KW	HOP103639	56			ATLAS COPCO QAS 701D		ANGOLA	DISTRICT 2	8443 LAKE SHORE RD, ANGOLA	
10 GENERATOR #5, LIMA, 125KW		125			ATLAS COPCO QAS 125		ANGOLA	DISTRICT 2	8443 LAKE SHORE RD, ANGOLA	

Description	Serial No.	KW	Volta ge	Location	Town Location	Bldg Location	Street Address	load bank	PRICE
District 3 Southtowns									
11 GENERATOR, PORTABLE, #9, 15 KW	191819	15	230	KOHLER VG4D ENG	Sheet1	BLASDELL	DISTRICT 3	3690 LAKESHORE RD	
12 GENERATOR, PORTABLE, #8, 15 KW	191466	15	230	KOHLER VG4D ENG		BLASDELL	DISTRICT 3	3690 LAKESHORE RD	
13 GENERATOR, PORTABLE, #10, 45 KW	H830672570	45	208	ONAN CSG-6491-6005A ENG		BLASDELL	DISTRICT 3	3690 LAKESHORE RD	
14 GENERATOR, PORTABLE, #11, 60 KW	102291	60	208	KOHLER XD3445866D300TX ENG		BLASDELL	DISTRICT 3	3690 LAKESHORE RD	
15 GENERATOR #15, 230.0KW, 277/480VAC, 3 PH	161098 GEN	230	460	KOHLER NT855C ENG		BLASDELL	DISTRICT 3	3690 LAKESHORE RD	
16 GENERATOR #14, 275.0KW, 277/480VAC, 3 PH	12VAO 40.065	275	460	DET 71237005 ENG		BLASDELL	DISTRICT 3	3690 LAKESHORE RD	
17 GENERATOR #2 30 KW	107619	30	230	KOHLER	GARAGE	BLASDELL	DISTRICT 3	3690 LAKESHORE RD	
18 GENERATOR, PORTABLE #18, 175 KW	CAT	175	460	CAT D175-2	GARAGE	BLASDELL	DISTRICT 3	3690 LAKESHORE RD	
19 GENERATOR, PORTABLE, 200 KW	85Z01478	200	460	CAT SR4	GARAGE	BLASDELL	DISTRICT 3	3690 LAKESHORE RD	
20 GENERATOR, PORTABLE, #16, CHICAGO PNEUMATIC	HOP103871	76	MULTI	CPG95JDT4F	GARAGE	BLASDELL	DISTRICT 3	3690 LAKESHORE RD	
21 GENERATOR, PORTABLE, #19, CHICAGO PNEUMATIC	UVC600346	76	MULTI	CPG95JDT4F	GARAGE	BLASDELL	DISTRICT 3	3690 LAKESHORE RD	
Description	Serial No.	KW	Volta ge	Location	Town Location	Bldg Location	Street Address	load bank	PRICE
District 6 Lackawanna									
22 GENERATOR, PORTABLE, #10, 33 KW	189039	33	230	KOHLER	SEWERMAINT	LACKAWANNA	DISTRICT 6	260 LEHIGH	
23 GENERATOR, PORTABLE, #7, 15 KW	191608	15	230	KOHLER	SEWERMAINT	LACKAWANNA	DISTRICT 6	260 LEHIGH	

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 it's 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.

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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:
- 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.
 - 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.

County of Erie

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

FIRM NAME _____

ADDRESS OF PRINCIPAL OFFICE STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

Check one: CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL _____

INCORPORATED UNDER THE LAWS OF THE STATE OF _____

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

YES _____ NO _____

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

NAMES AND ADDRESSES OF PARTNERS:

_____	_____
_____	_____
_____	_____
_____	_____



County of Erie

DIVISION OF PURCHASE

ASSIGNMENT OF PUBLIC CONTRACTS

GENERAL MUNICIPAL LAW - Section 109:

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

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

(Rev. 12/01/93)



COUNTY OF ERIE

DIVISION OF PURCHASE

PURCHASES BY OTHER LOCAL GOVERNMENTS OR SPECIAL DISTRICTS

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

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

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

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

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

AKRON CENTRAL SCHOOL DISTRICT, District Clerk, 47 Bloomingdale Ave., Akron, NY 14001
 AKRON VILLAGE OF, Clerk-Treasurer, 21 Main St., Akron, NY 14001
 ALDEN CENTRAL SCHOOL DISTRICT, District Clerk, 13190 Park St., Alden, NY 14004
 ALDEN TOWN OF, Town Clerk, Town Hall, 11901 Broadway, Alden, NY 14004
 ALDEN VILLAGE OF, Village Clerk, 13336 Broadway, Alden, NY 14004
 AMHERST CENTRAL SCHOOL DISTRICT, Business Manager, 4301 Main St., Amherst, NY 14226
 AMHERST TOWN OF, Highway Superintendent, Town Hall, 5583 Main St., Williamsville, NY 14221
 AMHERST TOWN OF, Town Supervisor, Town Hall, 5583 Main St., Williamsville, NY 14221
 ANGOLA VILLAGE OF, Clerk-Treasurer, 41 Commercial St., Angola, NY 14006
 AURORA TOWN OF, Town Clerk, Town Hall, 5 S. Grove St., E. Aurora, NY 14052
 BLASDELL VILLAGE OF, Clerk-Treasurer, 121 Miriam St., Blasdell, NY 14219
 BOCES, ERIE #1, Clifford N Crooks Svc. Ctr., 355 Harlem Rd. West Seneca NY 14224-1892
 BOCES, ERIE CATTARAUGUS #2, Assistant Superintendent, 3340 Baker Rd., Orchard Park, NY 14127
 BOSTON TOWN OF, Town Clerk, Town Hall, 8500 Boston State Rd., Boston, NY 14025
 BRANT TOWN OF, Town Clerk, Town Hall, Brant North Collins Rd., Brant, NY 14027
 BUFFALO BOARD OF EDUCATION, Purchasing Agent, 408 City Hall, Buffalo, NY 14202
 BUFFALO CITY OF, Division of Purchasing, 1901 City Hall, Buffalo, NY 14202
 BUFFALO MUNICIPAL HOUSING AUTHORITY, 300 Perry St., Buffalo, NY 14204-2299
 BUFFALO SEWER AUTHORITY, General Manager, 1038 City Hall, Buffalo, NY 14202-3378
 CHEEKTOWAGA CENTRAL SCHOOL DISTRICT, 3600 Union Rd., Cheektowaga, NY 14225
 CHEEKTOWAGA-MARYVALE UNION FREE SCHOOL DISTRICT, District Clerk, 1050 Maryvale Dr., Cheektowaga, NY 14225-2386
 CHEEKTOWAGA-SLOAN UNION FREE SCHOOL DISTRICT, District Clerk, 166 Halstead Ave., Sloan, NY 14212-2295
 CHEEKTOWAGA TOWN OF, Town Hall, Broadway & Union Rds., Cheektowaga, NY 14227
 CLARENCE CENTRAL SCHOOL DISTRICT, Business Administrator, 9625 Main St., Clarence, NY 14031-2083
 CLARENCE TOWN OF, Town Clerk, 1 Town Place, Clarence, NY 14031
 CLEVELAND HILL FIRE DISTRICT NO. 6, Secretary, 440 Cleveland Dr., Cheektowaga, NY 14225
 CLEVELAND HILL U.F.S.D. @ CHEEKTOWAGA, Business Manager, 105 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"). We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

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

Signature

Verification

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

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

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

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



COUNTY OF ERIE
STANDARD INSURANCE REQUIREMENTS

Vendor Insurance Classification A: Contracts Involving Construction or Maintenance

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

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

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

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

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

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

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

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

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

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

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

NEW YORK STATE PREVAILING WAGE

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

This project's PRC# 2026006270_____.

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