



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: Tricia Pierce, Buyer (716) 858-6337
95 Franklin Street, Room 1254
Buffalo, New York 14202-3967

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

BID NUMBER: 260161-004

OPENING DATE: August 4, 2026 TIME: 2:00 PM

FOR: Electric and Pump Motor Repair

NAME OF BIDDER: _____

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

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

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

County of Erie
DIVISION OF PURCHASE
NON-COLLUSIVE BIDDING CERTIFICATION

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

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

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

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

NOTICE

(Penal Law, Section 210.45)

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

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this _____ day of _____, 2 _____

TERMS _____ DELIVERY DATE AT DESTINATION _____

FIRM N/AME _____

ADDRESS _____

ZIP _____

AUTHORIZED SIGNATURE _____

TYPED NAME OF AUTHORIZED SIGNATURE _____

TITLE _____ TELEPHONE NO. _____

SECTION 1: MOTOR REPAIR

I. GENERAL:

A. Scope:

1. Erie County Purchase Division is seeking a qualified electrical motor repair shop to repair electric motors and also pumps with integrated motors in the fractional to 500 HP range, including UL Certified, explosion proof repairs. for the period of September 1, 2026 through August 31, 2028 with the option to renew for two additional two-year periods. This will be a time and materials-based bid.

B. Locations:

Various locations throughout Erie County.

C. Experience:

All Bidders shall submit with their bid a description of their firm as it pertains to the repair, service, and testing of electric motors.

II. QUALITY ASSURANCE:

A. Applicable Codes, Standards and References:

1. American National Standards Institute (ANSI).
2. Institute of Electrical and Electronic Engineers (IEEE).
3. National Electrical Manufacturers Association (NEMA).
4. Anti-Friction Bearing Manufacturers Association (AFBMA).
5. Electrical Apparatus Service Association (EASA).
6. International Electrical Testing Association (NETA).

B. Standard Products:

All replacement materials retrofit equipment and accessories shall be new. Remanufactured equipment may be acceptable in some cases but only with the approval of the County. Parts shall be the standard products of a manufacturer regularly engaged in the production of such material or equipment.

c. ***Quality Standards:***

1. The successful bidder shall submit to the County the applicable Quality Assurance (QA) and Quality Control (QC) policies and associated procedures.
2. The successful bidder shall comply with all current applicable codes and standards, including but not limited to those referenced in this specification.

III. **EQUIPMENT AND BID INFORMATION:**

A. **Price Quotes:**

Upon receiving a motor from the County, the shop shall tear it down for evaluation. The shop shall then quote a price for parts and labor to repair the motor in accordance with these specifications.

The County will make a determination based on the shop's quote. The vendor will then be contacted and told whether to proceed with the repair, return the motor (disassembled) to the County or to scrap the motor.

Under no circumstances will the shop proceed with the repair before receipt of a Purchase Order number.

IV. **MATERIALS AND REPLACEMENT PARTS REIMBURSEMENT:**

It is expected that for routine jobs the contract vendor will use materials from their own stock. The contractor shall not be required to submit individual invoices for such material but is expected to maintain supporting documentation for these material charges.

When material or replacement parts are required for a particular job, which **are not** standard stock materials or currently out of stock and required for the job, the contractor must submit a copy of their invoice showing the amount paid.

The County reserves the right to conduct an audit or to request documentary evidence to substantiate any prices billed for materials. The County may elect to provide materials from County supply contracts. The bidder shall maintain timely records of all materials furnished by the County or the bidder and installed as part of the work order. The County will not reimburse the contractor for any sales tax.

V. **WORK TO BE PERFORMED:**

- A. The motor repair work outlined in this section is for all County motors ,any type, size and make that may need repair. The description is general only and shall not be construed as a complete listing of every item of work which may be required.
1. Pick up via your truck. No charge will be made for motor pick-up or delivery.
 2. If the motor is shipped with coupling on the shaft, the coupling locations shall be marked before it is removed. The coupling must be replaced in the same exact position when balancing the rotor and before returning the motor.

Steps 3 thru 16 are for motors requiring a general reconditioning but not a rewind:

3. Bake all windings at 275 degrees F in a temperature-controlled oven to infinity ground.
4. Perform complete electrical tests on stator and rotor winding. Tests to be conducted at double the rated winding voltage plus 1,000 volts (NEMA standard).

Perform the following tests: Insulation resistance, dielectric absorption, polarization index (10:1 minute ratio), DC over-potential and phase balance (low voltage). Surge comparison is to be run before and after the shop test run on rewind and before dismantling on non-rewinds. Core loss test shall be run before and after the stator burnoff. Record all values and include them in final report to the County.

5. Inspect stator and rotor core for any loose or damaged lamination, rotor pullover or loose or damaged supports. Cast and Brazed rotors: Rotors shall be cleaned & tested for open bars, and open braze joints as appropriate for their design. Testing shall include a core test utilizing a current source such as LEXSCO core tester or equivalent along with visual core flaw detector composed of a two-ply Mylar/iron filling articulating sheet. Should there be any areas of concern at brazed areas between rotor bars and their shoring rings, the rotor shall be pre- heated to 350°F then checked for cracks with dye penetrant and a developer. Any irregularities found must be discussed with the Erie County representative.
6. If any looseness is found in Step #5, the component will have to be solvent cleaned, preheated to 150 degrees F and dipped in Class "H" epoxy resin varnish. Both stator and motor will be baked at 275 degrees F for a minimum of twelve (12) hours.

7. If no problems are found in Step #5, then both the stator and rotor are to be heated to 150 degrees F and may be sprayed with Class "H" epoxy resin varnish. Both stator and rotor will be baked at 275 degrees F for a minimum of twelve (12) hours.
8. Rotor to be lathe mounted and shaft machined and polished to minimum runout. Scoring and grooving in the vicinity of the bearings and seals shall be repaired. Rotor bearing and seal journals are to be repaired using the following methods: A.) welding, grinding & polishing or B.) machining, hard chrome plating and polishing. The final journal dimension required for repaired journals will comply with the standard ABEC bearing tolerance charts for the bearing size required. **NOTE: Methods such as knurling, center punching and the use of resin fillers will not be acceptable methods of journal repair. Bearing journals will be micrometer checked.**
9. Check bearing housings using inside micrometers and compare against factory clearance limits. All rabbets and shaft paths to be checked for fit and distortion and repairs shall be made by cleaning-up/machining the endbell to accept (with an appropriate interference fit) an EZ Sleeve tubular insert (or equivalent product) followed by finish boring the sleeve insert's bore to the dimension required for the new bearing's OD as shown on standard ABEC bearing tolerance charts. **NOTE: Methods such as knurling, center punching and the use of resin fillers will not be acceptable methods of journal repair.**
10. For all motors of 25 H.P. or greater, mount shaft/rotor assembly in 5,000 lb. Stewart-Warner balancer or equal and dynamic balance to factory specifications or better. If the motor was shipped with a coupling half on the shaft, the coupling must be mounted on the exact same location before balancing.
11. Install new drive end and opposite end bearings with 200 or 300 series, C-3 fit ball bearings. The new bearings shall be sealed. Check bearing dimensions and mate bearings to bearing housings. The motor shall have a tag or plate affixed to it indicating that it has sealed bearings. The bearing grease shall be lubrication engineer's type 1275.
12. Replace connection box, cover and/or gasket if damaged or missing.
13. Replace connection box gasket.
14. Check fan blades for missing blades, damaged blades or any unacceptable imbalance.
15. The motor shall be painted G.E. blue-gray, USAi paint code #24.
16. The work on each motor must be completed and the motor returned within five (5) working days if no parts other than bearings are required.

If motor is known to require a rewind, then the following work instructions will apply: (Insert at Step #3 and omit Steps #3 thru 7 listed above).

17. Motor shall be rewound with United Technologies Essex MR 200 Magnet Wire or equivalent. This wire is for motor applications subject to moisture. It must have a dielectric strength at the rated temperature of 4275 volts minimum. The thermal class under U.L. listing MW-35C shall be 200 degrees centigrade.
18. Insulating materials will be class H.
19. The rotor shall be dipped in a class H epoxy resin such as Epoxylite Epoxy Resin made by Elantra PDG, w/E-478 Epoxy Resin made by ELANTAS PDG, INC. or a substitute product epoxy resin as approved by Erie County. The stator shall be sealed against moisture by vacuum impregnation (V.P.I.) using Epoxylite Epoxy Resin made by Elantra PDG, w/E-478 Epoxy Resin made by ELANTAS PDG, INC. or a substitute product epoxy resin as approved by Erie County. The stator and rotor shall be baked at 275 degrees F for a minimum of twelve (12) hours.
20. Bring out leads to __* inch length without terminations.
21. When the stator is to be rewound, bring out the three leads for __* volts only.

**** To be specified by the County at the***

time of repair. Special Instructions for

“Explosion-Proof” Motors:

This motor operates in a Class I, Division I, Group D atmosphere. Your motor shop must be UL- approved to re-certify this motor for use in the explosive atmosphere described above.

The UL re-certification process is to include the installation of a new UL nameplate and the listing of this re-certification on the vendor's UL log book.

Be advised that this motor must have a “UL Rebuilt Motor” listing mark and must be rebuilt accordingly. The motor will need rewinding and new bearings.

22. **No additional work will be authorized without the written consent of the County. Any such unauthorized work will result in forfeiture of payment. If you have any problems with the work you must contact the County "Contact" listed on the purchase order immediately.**
23. Contractor must give the County twenty-four (24) hours notice as to when the motor will be returned.
24. Return old parts to the County when requested.

VI. TESTING:

- A. Test run the motor in the Contractor's shop at full voltage and until it reaches operating temperature. Check voltage and current balance. Perform a complete vibrational analysis: Radial in two (2) perpendicular planes, two (2) points in each plane and one (1) axial point. Perform gear spike energy analysis on both bearings.
- B. Erie County reserves the right to be present and to observe these tests, therefore, it will be necessary to notify the County twenty-four (24) hours in advance of any test run.
- C. Acceptance of the installation will occur after the motor has been installed, meggered and current and voltage reading taken under expected load.
- D. All test results shall be reported on forms as recommended by the National Electrical Testing Association, (NETA), The Electrical Apparatus Service Association (EASA) or forms that are parts of an (ISO) followed service program. The results shall be in the proper units for dimensions. The Contractor shall submit with his schedule a list of all tests to be performed by any independent testing firm or by the Contractor's staff.

VII. FINAL REPORT:

The Contractor shall be required to furnish a final report giving all the as-found and as-left test measurement values. The report must be reviewed and signed by the Contractor's engineer or shop foreman. All test results can be submitted to the owner by email in a PDF format, MS Word or MS Excel document.

The original copies of all as-built drawings, wiring diagrams, schematics, O & M manuals and literature furnished by the County, used by the Contractor to perform the work, must be returned to the County within ten (10) days of final acceptance.

VIII WARRANTY:

All replacement parts and workmanship shall be warranted for two (2) years. The motor shop shall be prepared to provide evidence of strength supporting their capability to provide adequate warranty support. This may be accomplished by a shop visit in the case of shops performing motor repairs for the first time for the County.

Safety and precautions:

Safety practices shall include but are not limited to the following requirements:

- a. Occupational Safety and Health Act.
- b. Accident Prevention Manual for Industrial Operations, National Safety Council.
- c. Applicable state and local safety operating procedures.
- d. National Fire Protection Association - NFPA 70E.
- e. American National Standards for Personal Protection.

Emergency/Overtime Repair Service:

The Bidder will be required to provide overtime and emergency repair service to Erie County as needed. The bidder must have all necessary tools needed to perform the emergency repairs.

Response Time:

The bidder shall arrive at the emergency repair site according to the following:

- a. Within three (3) hours from receipt of the emergency repair call Monday-Friday, 8:00AM to 5:00PM. (straight time).
- b. Within three (3) hours from receipt of the emergency repair call Monday - Friday, 5:00 PM to 8:00 AM. and Saturdays (Overtime at one and one half times the labor rate).
- c. Within four (4) hours from receipt of the emergency repair call Sundays and holidays. (Double Time).

Questions regarding motors or requirements should be directed to Joseph Klubek, Erie County Sewer District #3. 716-823-8188.

PRICING

ward will be based on a common motor job and an emergency motor job required by the County that includes the following:

3 hours of motor repair work

1 hour of machine work

200.00 in parts.

Inspection fee \$ _____

Emergency/Overtime Inspection fee \$ _____

Hourly Rate Motor/Pump Repair Work \$ _____

Hourly Rate Emergency/Overtime Motor/Pump Repair Work \$ _____

Hourly Rate Machine Shop Repair Work \$ _____

Hourly Rate Emergency/Overtime Machine Shop Repair Work \$ _____

Material Markup Rate \$ _____

NAME OF BIDDER _____

SIGNATURE _____ DATE _____

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

1. BID SHALL BE SUBMITTED ON THESE COUNTY OF ERIE BID FORMS or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.

2. LATE PROPOSALS. Any bids received in the Erie County Division of Purchase after the date and time prescribed will not be considered for contract award.

3. EMERGENCY CLOSINGS. In the event the closing of certain County facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Division of Purchase control, only bids received in the Division of Purchase prior to the date and time or postmarked as of the date prescribed will be considered for contract award.

4. ANY CHANGE IN WORDING OR INTERLINEATION BY A BIDDER OF THE INQUIRY AS PUBLISHED BY THE COUNTY OF ERIE shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.

5. THE COUNTY RESERVES THE RIGHT TO REJECT any and all bids, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. The County does not obligate itself to accept the lowest or any other proposal.

6. AWARD TO THE LOWEST RESPONSIBLE BIDDER. For the purpose of determining which bidder is the lowest qualified responsible bidder, it shall be the lowest three bidders' responsibility, within FIVE DAYS of being so notified by the Division of Purchase, to present information and documentation to the Division of Purchase, to satisfy the County that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.

7. CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.

8. This EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid:

IT IS UNDERSTOOD BY THE PARTIES THAT THIS AGREEMENT SHALL BE EXECUTORY ONLY TO THE EXTENT OF THE MONIES AVAILABLE TO THE COUNTY OF ERIE AND APPROPRIATED THEREFOR, AND NO LIABILITY ON ACCOUNT THEREOF SHALL BE INCURRED BY THE COUNTY BEYOND THE MONIES AVAILABLE AND APPROPRIATED FOR THE PURPOSE THEREOF.

9. FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by the County of Erie to recover damages.

10. PRICES SHALL BE QUOTED F.O.B. DESTINATION AND DELIVERED INSIDE. "Tailgate delivery" will not be accepted unless specified by the County.

11. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE COUNTY. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the bid. There will be no additional charges for delivery.

12. NO TAXES ARE TO BE BILLED TO THE COUNTY. Bids shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The County of Erie Purchase Order is an exemption certificate. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net bid.

13. THE SUCCESSFUL BIDDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision of regulatory body which may apply to its performance under this contract.

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

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

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

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

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

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

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

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

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

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

County of Erie

DIVISION OF PURCHASE

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

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

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

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

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

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

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

29. TERMINATION OF CONTRACT:

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

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

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

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.

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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)

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 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 Bower 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



County of Erie DIVISION OF PURCHASE

MBE/WBE COMMITMENT

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

SECTION 1.

A. The supplier of all purchase contracts involving an expenditure of more than **\$20,000.00** shall take affirmative action to utilize bona fide minority business enterprises (MBE) and women business enterprises (WBE) on all contracts with the County. Affirmative action shall include, but not limited to:

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

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

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

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

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

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

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

NOTE:

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

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

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

BID NO.: _____
BID DATE: _____

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

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

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

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

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

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

Name: _____	YES _____
-------------	-----------

Address: _____	NO _____
----------------	----------

Telephone No. _____

IRS # _____

Name: _____	YES _____
-------------	-----------

Address: _____	NO _____
----------------	----------

Telephone No. _____

IRS # _____

MBE/WBE OWNED FIRMS

SUPPLY/SERVICE

AMOUNT OF

PRIOR

CONTRACT

REASON IF

PROPOSAL

CERTIFICATION

EXECUTED

CONTRACT
NOT
AWARDED

Name: _____

YES _____

Address: _____

NO _____

Telephone No. _____

IRS # _____

Name: _____

YES _____

Address: _____

NO _____

Telephone No. _____

IRS # _____

Name: _____

YES _____

Address: _____

NO _____

Telephone No. _____

IRS # _____

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

\$

\$

- IV. Total Amount of Bid

\$

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

%

%

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

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

(01/09)

MBE/WBE UTILIZATION REPORT - PART B

FINAL CERTIFICATION OF EXPENDITURES TO MBEs/WBEs

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

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

VENDOR: _____ BID NO. _____

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

WBE	
-----	--

TOTAL OF ALL MBE SUBCONTRACTS	\$ _____
-------------------------------	----------

TOTAL OF ALL WOMEN SUBCONTRACTS	\$ _____
---------------------------------	----------

AMOUNT OF CONTRACT (PRIME)	\$ _____
----------------------------	----------

FINAL MBE PERCENTAGE	\$ _____
----------------------	----------

FINAL WBE PERCENTAGE	\$ _____
----------------------	----------

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

SIGNATURE

TITLE

DATE

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

(01/09)

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 MBEs and/or 2% WBEs, 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 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 you 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

(02/2025)

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. Comprehensive General Liability

- with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 per occurrence and annual aggregate. The coverage shall include:
- Premises and Operations
- Products and Completed Operations
- Independent Contractors
- 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)

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 \$1,000,000

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.

E. Disability Benefits

- providing statutory coverage in compliance with the New York State Disability Benefits Law.

2. Comprehensive 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.

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, 69 Delaware Avenue, 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.



I Insured: Name Address Zip Phone No.	III Companies Affording Coverages	
	A	
	B	
	C	
II Issuing Agency: Name Address Zip Phone No.	D	

IV. This is to certify that the policies listed below have been issued to the insured named above and are in force at this time.

Indicate Type of Insurance by Checking the Box		Policy Number	Expiration Date	Limits of Liability in Thousands		
				Check the Box	Occurrence	Aggregate
COMPANY LETTER from III above	1. General Liability ☐ Comprehensive Form ☐ Premises and Operations ☐ Products/Completed Operations ☐ Independent Contractors ☐ Contractual ☐ Personal Injury ☐ Broad Form Property Damage ☐ Explosion, Collapse ☐ Underground Hazard			☐ Bodily Injury ☐ Property Damage OR ☐ Combined Single Limit		
	2. Automotive Liability ☐ Comprehensive Form OR ☐ Schedule Form ☐ owned ☐ hired ☐ non-owned			☐ Bodily Injury ☐ Property Damage OR ☐ Combined Single Limit		
	3. Excess Liability ☐ Umbrella Form OR ☐ other than umbrella ☐ auto ☐ general ☐ both			Bodily Injury & Property Damage Combined \$ _____ Self Insured Retention \$ _____		
	4. Worker's Compensation & Employer's Liability Disability Benefits			Statutory Statutory		
	5. Other					

V. County of Erie is included as an additional insured under the following Policy numbers: _____

VI. Description of Operations: It is understood that this coverage on behalf of the insured is for all locations in the County of Erie, State of New York

VII. Cancellation/Non-Renewal: Should any of the policies noted above be cancelled before expiration thereof or not renewed by the Insured, the issuing company will endeavor to mail _____ days advance written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

VIII. Name and Address of Certificate Holder & Recipient of Notice County of Erie c/o Department of Law 69 Delaware Ave. - Suite 300 Buffalo, New York 14202 (716) 858-2200	Date Issued _____ Auth. Representative _____ Firm Name & Address _____
--	--

FOR COUNTY USE ONLY: Name of County Dept. Requesting Certificate
 Purchase Order or Contract Number
 Vendor Insurance Classification

PURCHASING DEPARTMENT

212157-004

"A" _____

EXHIBIT IC**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, Dept. of Law, Suite 300, 69 Delaware Avenue, Buffalo, N.Y. 14202,"

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

C. 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 Concession- Aires Services	F Livery Services	G All Purposes Public Entity Contracts
Comp. Gen. Liab.	\$1,000,000	\$500,000 CSL	\$500,000 CSL	\$1,000,000	\$500,000 CSL	\$1,000,000	\$500,000 CSL
-Prem. & OPS	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
-Prods. & Compl. OPS	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
-Independ. Contract	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
-Contractual	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
-Broad Form P.D.	INCLUDE	Note: Comprehensive					See note below
-X.C.U.		Form Not Required					
-Personal Injury			INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
-Liquor Law				INCLUDE	See note below		
-Host Liquor							INCLUDE
Auto. Liab.	\$1,000,000CSL		\$1,000,000CS	\$1,000,000CSL	\$1,000,000CS	\$1,000,000CS	\$1,000,000CSL
-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.	\$1,000,000 See note below	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000 See note below
Worker's & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Professional Liab.			\$1,000,000				
Erie County To Be Named Add'l Insd. On	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

* Construction contracts require excess Umbrella Liability limits of \$3,000,000.

** Snow removal contracts require evidence of broad form property damage.

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

**** Transportation of people in buses, vans or station wagons requires \$3,000,000 excess liability.

NOTE: Workers' Compensation & Employer's Liability plus NYS Disability Benefits does not apply to self-employed individuals.

V. In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the standards printed above.

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

Erie County Equal Pay Certification

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

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

Signature

Verification

STATE OF _____)
COUNTY OF _____) SS:

A)

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

B)

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

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

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 : 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