



COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

VALLIE M. FERRARACCIO
DIRECTOR

November 14, 2014

Rivera / B.C.J.S., Investigations
435 Creekside Drive
Amherst, NY 14228
Attn: Miguel A. Rivera, Jr.

Re: Bid #211358-002 – "Security Service at 608 William Street, Buffalo, NY"

Dear Mr. Rivera:

The County of Erie wishes to extend this agreement for an additional three-year term, through December 31, 2017, under the same prices, terms and conditions as the original agreement.

Extension is provided for per paragraph 26, Page 5 of 6 of the Instructions to Bidders (Formal). This offer is for your immediate consideration and acceptance. **Please respond within seven days upon receipt of this request**, indicating whether you agree to extend or do not wish to extend.

If you do wish to extend the contract, please provide a current insurance certificate, with the certificate holder listed as County of Erie, 95 Franklin Street, Buffalo, NY 14202. The County requires General, Auto and Excess Liability coverage and needs to be listed as "Additional Insured" on those policies. A Worker's Compensation & Employer's Liability Certificate must also be provided, and must be on one of the NYS Comp Board forms C105.2, U26.3 or SI-2.

After approval and execution by the County, a fully signed copy will be returned to you for your files.

Yes, I agree to extend _____ No, I do not wish to extend

Company Name: Rivera/BCJS Investigations

Representative (Please print): Miguel A Rivera Title: co-owner

Signature: [Signature] Date: 11-17-14

Sincerely,

[Signature]
James D. Kupewicz
Buyer

[Signature]
Vallie M. Ferraraccio
Director of Purchase
12/01/2014
DATE



County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

STANDARD AGREEMENT

This AGREEMENT, made as of the 10th day of JANUARY 2012

by and between: RIVERA/B.C.J.S., INC. INVESTIGATIONS

of: 435 CREEKSIDE DRIVE, AMHERST, NY 14228

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

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

on DECEMBER 22, 2011 at 11AM

for: SECURITY SERVICE AT 608 WILLIAM STREET, BUFFALO, NY

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

of: \$19.48 PER GUARD PER HOUR

was the lowest responsible bid submitted; and

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

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

NOW, therefore, the Contractor does hereby for its heirs, executors, administrators and successors agree with the County of Erie that, the Contractor shall for the consideration mentioned, and in the manner set forth in Accepted Invitation to Bid No. 211358-002, Specifications and Provisions of Law annexed hereto and forming a part of this contract, furnish the equipment and materials and perform the work and services described in the Accepted Bid for the above sum.

_____ Paid monthly upon presentation of invoices.

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

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

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

COUNTY OF ERIE

Contractor: Rivera/B.C.J.S., Inc. Investigations

by [Signature]
Director of Purchase

by [Signature]
Title owner / v. president

APPROVED AS TO FORM

[Signature]
Assistant County Attorney
County of Erie, New York

1/25/12 (date)

Doc No. 12-35-Pv



COUNTY OF ERIE
CHRIS COLLINS
COUNTY EXECUTIVE
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: CHARLES SAXE, 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: 211358-002
 OPENING DATE: DECEMBER 22, 2011 TIME: 11AM
 FOR: SECURITY SERVICE AT 608 WILLIAM STREET, BUFFALO, NY

*435 Creekside Dr.
 Amherst, New York
 14228*

RIVERA/BCJS INVESTIGATIONS
~~50 EAST MARKET STREET~~
~~BUFFALO, NY 14204~~

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)
- EXHIBIT "E" - Bid Bond (Informal Bid)
- 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

(Rev. 1/00)

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

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 22ND day of December, 20 11

TERMS _____ DELIVERY DATE AT DESTINATION 12/21/2011

FIRM NAME Rivera/BCJS Investigations

ADDRESS 435 Creekside Drive

Amherst, N.Y. ZIP 14228

AUTHORIZED SIGNATURE Miguel A. Rivera

TYPED NAME OF AUTHORIZED SIGNATURE

TITLE Vice Pres/owner TELEPHONE NO. 716-564-6360

County of Erie
 DIVISION OF PURCHASE
 BID SPECIFICATIONS

BID NO 211358-002

Ship to: County of Erie
 Attention: SEE BID SPECIFICATIONS
 Address:

Ship Via:
 Date Required at Destination:

ITEM NO.	QUAN-TITY	UM	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Proposal to supply our requirements for Security Services at		
			608 William Street, Buffalo, NY 14206. This contract is for the		
			period January 1, 2012 through December 31, 2014.		
1			Security Services at 608 William Street, Buffalo, NY		
			Bid Price Per Guard per Hour \$ <u>19.48</u>		
			BID SPECIFICATIONS ARE LISTED ON PAGE 2A.		
			For questions contact: Charles Krathaus, or, Robert Bruno		
			at 716-858-2881.		

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

ERIE COUNTY DIVISION OF PURCHASE
 Freedom of Information Officer
 95 Franklin Street, Rm. 1254
 Buffalo, NY 14202
 FAX #: 716/858-6465

TOTAL NET BID DELIVERED INSIDE 283,161.28
 FOR TWO YEARS.
 1-1-12 TO 12-31-14

NAME OF BIDDER

Rivera/BCSS Investigations

(Rev. 9/95)

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

Saxe, Charles

From: Miguel A. Rivera Jr. [riverapi@aol.com]
Sent: Tuesday, January 10, 2012 10:16 AM
To: Saxe, Charles
Subject: Re: Bid 211358-002 - Security Service at 608 William Street

Re Bid# 211358-002/ Security for 608 William Street

Rivera/BCJS Investigations is prepared to honor its bid price of \$19.48 for the next three calendar years. If you have any questions please feel free to contact me at your earliest convenience. We are located at 435 Creekside Drive, Amherst New York 14228, office # 716-564-6360 and fax # 716-564-6362. Thank you again for your time.

Miguel Rivera
Owner

From: Saxe, Charles <Charles.Saxe@erie.gov>
To: 'Miguel A. Rivera Jr.' <riverapi@aol.com>
Sent: Tue, Jan 10, 2012 6:48 am
Subject: Bid 211358-002 - Security Service at 608 William Street

RE: Bid 211358-002 - Security Service at 608 William Street

Dear Miguel,
Please confirm that your quoted price of \$19.48 per hour is firm for the entire contract period current through December 31, 2014 and in compliance with New York State prevailing wage. Please note that you will have to provide current Liability insurance coverage as mandated in the bid as well as New York Workers Comp.
Thank you,
Charely Saxe

--

Charles Saxe | Buyer
Erie County | Bureau of Purchase
95 Franklin Street, Room 1254 | Buffalo, NY 14202
P: (716) 858-6336 | F: (716) 858-6465
Charles.Saxe@erie.gov

1/10/2012

BID SPECIFICATIONS

SPECIFICATIONS FOR SECURITY SERVICE AT 608 WILLIAM

Erie County Real Estate and Asset Management
Division of Buildings & Grounds
95 Franklin St.
Buffalo N.Y. 14202

1.0 General

The purpose of this agreement is to provide security services for locations listed in Section 4.1. The term shall be for three years, commencing January 1, 2012

Term1 January 1, 2012 - December 31, 2014

2.0 Competency of Bidder

The bidder shall have had a qualified security organization in active operation for a minimum of five years. The bidder shall have New York State certification and each guard must be New York State Certified. Proof of certification to be submitted with bid.

3.0 Qualifications of Bidder

*The successful bidder must furnish a list of all full time and replacement guards to Erie County Department of Central Police Services for background checks. The list of employees must be submitted to CPS 30 days prior to commencing work. **Under no circumstances will security employees be allowed to work without security background check.***

4.0 Scope of Work

This invitation to bid assumes that the building and grounds covered to be in maintainable condition. If repairs or modifications are found necessary upon initial inspection, repair or modification changes will be submitted for approval

4.1 Scheduling

608 William Street

700-1500	Monday thru Saturday (One Guard)
900-1700	Monday thru Friday (One Guard)
1500-2300	Monday thru Saturday (One Guard)
1700-2200	Wednesday ONLY (One Guard)

4.2 *The performance review will be completed every 90 days to review problems and/ or discrepancies. The Security firm will have 10 days to respond in writing outlining remedies. Failure to submit or respond to the problems will mean termination of the agreement upon 30 days notice.*

- 4.3 *The security firm will supply time cards and time clock for guards to verify hours worked. Copies of time cards to be submitted with monthly billing. The security firm will also furnish barcode scanner, barcode location identifiers, or similar systems of equal value for patrol verification. All expenses shall be assumed by the security firm, including but not limited to, wages, compensation liability, uniforms, bonding and all other costs.*

SPECIFICATIONS FOR SECURITY SERVICE AT 608 WILLIAM (CONTINUED)

- 4.4 *The security firm shall provide Standard Operating Procedures (SOP) for each location prior commencing work. Changes to the SOP must be submitted to Erie County Health Dept and Erie County Buildings and Grounds prior to implementation. Each plan must designate a 24- hour contact person with supervision authority to review location needs for emergency contact for Buildings and Grounds.*
- 4.5 *Fax or e-mail a daily activity log to Rath Security Office detailing any and all Security problems if any.*
- 4.6 *Monthly meeting with all supervisors and Building Managers to be scheduled by County Security Supervisor.*

5.0 **Scheduling**

Erie County Buildings and Grounds will notify in writing any change in Schedule or Closings for proper staffing. Additional services requested by Tenant's outside of normal Erie County business hours/days/holidays are to negotiate between Buildings and Grounds and security firm.

6.0 **List of contacts**

*Erie County Buildings and Grounds to provide list of Emergency contacts to be used for **Emergency** situations.*

7.0 **Payments**

Payments will be made monthly in arrears based upon calculations submitted by the security firms as in accordance in 4.3

8.0 **Site Inspections**

This agreement reserves the right to inspect each location by and County of Erie Department for compliance purposes.

9.0 **Failure to Comply**

The County of Erie reserves the right to make on site inspections and tests when deemed advisable, to ascertain that the requirements of these specifications are being fulfilled. Should it be found that the standards herein specified are not being satisfactorily maintained, the County of Erie may immediately demand that the security firm correct deficiencies to meet the standards. If security firm fails to comply with such demands, within a reasonable amount of time, the County of Erie may by written notice (30 Day) to security firm terminate his right to continue the work. In such event, the County of Erie may take over the work and prosecute it to completion by contract or otherwise, and the security firm or their sureties (if any) shall be liable to the County of Erie for any excess cost occasioned. The County of Erie may terminate the contract if it deems that the contract is not satisfactorily performed in accordance with the standards herein specified. In the event of such termination, the County of Erie may refuse to award future contracts to such security firm, as per policies, of the Erie County Dept. of Purchasing and its stipulations.

SPECIFICATIONS FOR SECURITY SERVICE AT 608 WILLIAM (CONTINUED)

0 Addendum or Change

Any omissions or deletions in this specification, which the bidders feel should be either added or subtracted, and could result in attaching an addendum shall be discussed with the owner's agent with in a period not to exceed two weeks prior to scheduled bid opening.

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

10.2 *Owner's Agent*

*Erie County Real Estate and Asset Management
Division of Buildings and Grounds
95 Franklin St. Room
Buffalo, N.Y. 14202*

CONTACT: Charles Krathaus / Robert Bruno 716-858-2881

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

County of Erie

DIVISION OF PURCHASE

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

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

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

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

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

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

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

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

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

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

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

County of Erie

DIVISION OF PURCHASE

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.

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

29. TERMINATION OF CONTRACT:

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

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

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

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

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

(Rev 04/09)

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

County of Erie
DIVISION OF PURCHASE

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

FIRM NAME Rivera/BCJS Investigations

ADDRESS OF PRINCIPAL OFFICE STREET 435 Creekside Dr.
CITY Amherst

AREA CODE 716 PHONE 564-6360 STATE New York ZIP 14228

Check one: CORPORATION PARTNERSHIP INDIVIDUAL

INCORPORATED UNDER THE LAWS OF THE STATE OF New York

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

YES N/A

TRADE NAMES: N/A

ADDRESS OF LOCAL OFFICE STREET _____
CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

NAMES AND ADDRESSES OF PARTNERS:

Crespo, Evelin 237 Lowell Rd, Kenmore, NY. 14217
Rivera, Mignel 6636 Royal Hwy S, Lockport, NY. 14228



County of Erie
CHRIS COLLINS
COUNTY EXECUTIVE

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 \$15,000.00 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

(01/09)

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

BID NO.: 211358-007
BID DATE: Dec. 22, 2011

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

COMPANY: Riviera/BCSS Investigations
AUTHORIZED REPRESENTATIVE: Miguel A Rivera/Evelin Crespo
ADDRESS: 435 Creekside Dr, Amherst, N.J. 14228
TELEPHONE NUMBER: (716) 564-6360
BID NAME: Security Service at 608 William St., Bldg, NJ.

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
PROPOSAL

PRIOR
CERTIFICATION

CONTRACT
EXECUTED

REASON IF
CONTRACT
NOT
AWARDED

Name: _____
Address: _____

Telephone No. _____
IRS # _____

YES _____

NO _____

Name: _____
Address: _____

Telephone No. _____
IRS # _____

YES _____

NO _____

Name: _____
Address: _____

Telephone No. _____
IRS # _____

YES _____

NO _____

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 require documentation, including, but not limited to, cancelled checks to verify these amounts.

VENDOR: Rivera/Beiss Investigations BID NO. 211358-002

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, Michelle A Rivera-JS, as an official representative of Rivera/Beiss, do hereby certify that the information listed above is correct and complete.

SIGNATURE [Signature]

TITLE owner / v. President DATE 01/17/2022

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/23/2012

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

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

PRODUCER
The Trailber Group 516-745-0800
AJ Gallagher Risk Mgmt Svcs
377 Oak Street
Garden City, NY 11530-0601

CONTACT NAME:
PHONE (A/C No. Ext): 516 745-0800
FAX (A/C. No.): 516-745-0082
E-MAIL ADDRESS:

INSURED
Rivera B.J.C.S. Investigations
436 Creekside Dr.
Amherst, NY 14228

INSURER(S) AFFORDING COVERAGE
INSURER A: Lexington Ins Co. NAIC # 19437
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

Table with columns: POLICY LTR, TYPE OF INSURANCE, ADDL. INSUR. PER. (W/V), POLICY NUMBER, POLICY EFF. (MM/DD/YYYY), POLICY EXP. (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, and Umbrella Liability.

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

Re: All locations for the County of Erie
Regarding the above referenced General Liability Insurance Policy, the certificate holder is included as Additional Insured, but only with respect to the negligent acts, errors or omissions of the Named Insured per written contract per form# PRG3177(01/07).

CERTIFICATE HOLDER

County of Erie c/o Department of Law
95 Franklin St
Buffalo, NY 14202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

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New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100
Phone: (888) 997-3883

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 161456011
B C J S INC T/A
RIVERA/B C J S INVESTIGATIONS
435 CREEKSIDE DRIVE
AMHERST NY 14228

POLICYHOLDER
B C J S INC T/A
RIVERA/B C J S INVESTIGATIONS
435 CREEKSIDE DRIVE
AMHERST NY 14228

CERTIFICATE HOLDER
COUNTY OF ERIE
95 FRANKLIN STREET
RM 1254
BUFFALO NY 14202

POLICY NUMBER
Z 1105 755-1

CERTIFICATE NUMBER
830072

PERIOD COVERED BY THIS CERTIFICATE
02/01/2007 TO 02/01/2014

DATE
12/28/2011

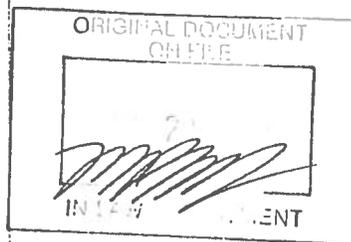
THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1105 755-1 UNTIL 02/01/2014, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 02/01/2014 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

EVELYN M CRESPO - PRES & TREASURER
RIVERA JR - VP & SECRETARY (2 OF 2)
ON B C J S INC

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.



NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING
or by calling (888) 875-5790

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp>
VALIDATION NUMBER: 1044520873

U-26.3

415/CD40408-20/497

#2436 P.002/002

01/18/2012 10:19

UNIQUE ID NUMBER
11000005603

State of New York
Department of State

DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 761476

Pursuant to the provisions of

ARTICLE 7 OF THE GENERAL BUSINESS LAW
AND AMENDMENTS THERETO,

RIVERA/B C J S INVESTIGATIONS

— 435 Greekside Drive —
— Amherst, New York 14228

EFFECTIVE DATE
MO. DAY YR.
01 17 2010

EXPIRATION DATE
MO. DAY YR.
01 16 2012

HAS BEEN DULY LICENSED TO TRANSACT BUSINESS AS A

PRIVATE INVESTIGATOR

FOR THE TERM OF TWO YEARS FROM DATE HEREOF, TO BE REPRESENTED,
AS PRINCIPAL, BY THE QUALIFIED MEMBER(S) NAMED BELOW:

MIGUEL RIVERA - VP/SEC
BENJAMIN CRESPO JR - DIR OF INV

in Witness Whereof, The Department of State has caused
its official seal to be hereunto affixed

LORRAINE A CORTÉS-VÁSQUEZ
Secretary of State