



County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

STANDARD AGREEMENT

This AGREEMENT, made as of the 5TH DAY OF AUGUST, 2016

by and between D.V. BROWN & ASSOCIATES, INC., 567 VICKERS STREET,
TONAWANDA, NY 14150,

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 AUGUST 2, 2016 at 11:00 AM

for: ON-CALL EMERGENCY PLUMBING SERVICES

WHEREAS, the bid of the Contractor submitted in accordance therewith, the amount of 15% OVERHEAD AND PROFIT,

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. A216165-002, 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: D.V. BROWN & ASSOCIATES, INC.

by _____
Director of Purchase

by  _____

Date _____

Title Vice - President

Date 8/10/10

APPROVED AS TO FORM

Assistant County Attorney
County of Erie, New York

Date _____



COUNTY OF ERIE

MARK C. POLONCARZ
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: James D. Kucewicz, Buyer (716) 858-6336
95 Franklin Street, Room 1254
Buffalo, New York 14202-3967

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

BID NUMBER: A216165-002

OPENING DATE: August 2, 2016 TIME: 11:00AM

FOR: On-Call Emergency Plumbing Services

NAME OF BIDDER: D.V. Brown & Associates, Inc.

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 "EP" - Equal Pay Certification
- EXHIBIT "F" - Standard Agreement
- EXHIBIT "G" - Non-Collusive Bidding Certification
- EXHIBIT "H" - MBE/ WBE Commitment
- EXHIBIT "IC" - Insurance **CLASSIFICATION "A"**
- EXHIBIT "P" & EXHIBIT "PBI" - Performance Bond
- EXHIBIT "Q" - Confined Space Program Certification
- EXHIBIT "PW" - NYS Prevailing Wage

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 2nd day of August, 2016

TERMS Net 30 DELIVERY DATE AT DESTINATION TB

FIRM NAME D.V. Brown & Associates, Inc.

ADDRESS 567 Vickers Street

Tonawanda, NY

ZIP 14150

AUTHORIZED SIGNATURE 

TYPED NAME OF AUTHORIZED SIGNATURE

TITLE Omar J. Abdallah, Vice President TELEPHONE NO. (716) 695-5533

(Rev. 4/1/93)

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



**COUNTY OF ERIE
DIVISION OF PURCHASE
BID SPECIFICATIONS
BID # A216165-002**

Ship to:
Address:

Ship Via:
Required at Destination:

ITEM NO.	QUAN-TITY	U/M	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Seeking bids for on-call emergency plumbing services		
			for County owned facilities, as per the accompanying		
			specifications.		
			Term of the contract will be from		
			September 1, 2016 – August 31, 2018		
			Please submit bid pricing on		
			“Proposal” page of bid document.		

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

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

NAME OF BIDDER D.V. Brown & Associates, Inc.

(Rev. 9/95) ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

**Specification for Emergency/On Call Plumbing Services for Erie County Facilities
Erie County Department of Public Works 95 Franklin St. Buffalo N.Y. 14202**

Article I - General Information and Scope of Work

1001.1 Erie County Department of Public Works requires a service/on call contract to provide basic plumbing services of plumbing systems utilizing all labor, material, tools, equipment, and work practices in strict accordance with all applicable codes and standards, transportation and supervision necessary to install, service plumbing systems at all Erie County owned buildings as directed by the County of Erie representative during the contract term. All work must conform to the latest edition of New York State family of building codes and local laws.

1001.2 Contract is for the term July 1, 2016 to June 30, 2018

1001.3 Contractor must be able to provide service 24 hr./day - 7 days /week and be able to respond within 1 Hr. and be on site within 2 hrs. from time of call by a County of Erie representative. Must provide 24 hour emergency number.

1001.4 Any work performed under this specification must be at current prevailing rate and contractor is responsible to provide certified payroll as required by New York State Department of Labor for every invoice submitted. **Contractor to provide current prevailing rate in July for each year of contract.**

1001.5 – 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.

Article II - Quality Assurance

2001.1 The contractor must be fully licensed by The City of Buffalo and any of the towns and villages within Erie County.

2001.2 The contractor shall have been a qualified service organization in active operation for a minimum of 10 Years. The bidder shall furnish with his bid, a statement that he has in his employ and under his supervision, the necessary personnel and he possesses resources located within the County of Erie, to properly fulfill all the services and conditions required under these specifications.

2001.2 The contract will be awarded to a contractor whose primary business is plumbing repair and installation and in the plumbing business for minimum of (10) years. **The experience questionnaire attached must be submitted at time of bid.**

2001.4 The contractor shall have a flawless record with the Department of Labor any infractions within the past 10 Years, specifically regarding prevailing rate, will disqualify the bidder.

2002.3 Contractor to provide **quality workmanship and material** and be subject to inspection by Erie County Department of Public Works representative.

Article III – Security

3001.1 – The County of Erie has three secure facilities as listed.

Erie County Holding Center

Erie County Correctional Facility

Erie County Youth Detention

3001.2 – It will be necessary for the contractor’s personnel to pass a criminal background check to work in the secure facilities listed. Contractor must follow security regulations in attached security document when working in any of the secured facilities.

Article IV – Photographic and Video Documentation

4001.1 – Contractor must be able to provide photographic documentation of work when requested by Erie County Representative and be able to provide internal piping and sewer video inspection and documentation.

Article V – Burn Permit

5001.1 – Contractor responsible to obtain burn permit from Erie County representative prior to any welding , burning, soldering in a County of Erie facility and discuss scope of work to enable building engineering personnel to disable facility fire alarm system. Upon completion of work notify engineering to enable fire alarm system for required zone.

D.V. Brown & Associates, Inc.

NAME OF BIDDER

PROPOSAL FOR:

CONSTRUCTION WORK

**On- Call and Emergency Plumbing Services
All County Owned Buildings**

Pursuant to and in compliance with advertisement for Bids, the undersigned offers to furnish all material, labor, supplies, equipment, transportation and other facilities necessary or incidental to the construction work as required by and in strict accord with the contract documents entitled: "On-Call and Emergency Plumbing Services" including all Addenda for the following sum of:

Base Bid: Contractor's Percentage of Overhead and Profit

Where so indicated on the Bid Proposal Form, the amount of the base bid shall be expressed in both words and figures. Where there is a discrepancy between the stipulated amount expressed in words and the stipulated amount expressed in figures, the words shall govern.

Subcontractor percentage of overhead and profit will be 10% and the Contractor markup on Subcontractors will be half the amount of the percentage identified as "Base Bid".

If applicable, write fractions as decimals and round to the nearest tenth.

BASE BID: 15% (FIFTEEN percent)

SECTION 015400 - SECURITY

PART 1 – GENERAL

1.1 REFERENCE

- A. Documents affecting work of this section include but are not necessarily limited to the Agreement, the technical specifications sections and the project drawings.

1.2 RELATED SECTIONS

- A. All technical specification sections.

1.3 SUMMARY

- A. This Work of this Contract may be performed at an Erie County secure detention or correctional facility.
- B. Any reference to "Facility" shall mean a secure detention or correctional facility under Erie County jurisdiction.
- C. Any reference to "Correction Officer" shall mean an Owner designated employee of the Facility, typically a corrections officer.
- D. Any reference to "ID Officer" shall mean an Owner designated employee of the Facility, typically a corrections identification officer.
- E. Any reference to "Tool Security Officer" shall mean an Owner designated employee of the Facility, typically a corrections officer.
- F. Any reference to "Security Officer" shall mean an Owner designated employee of the Facility, typically a corrections identification officer.
- G. Any reference to "Captain" shall mean an Owner designated employee of the Facility, typically a corrections identification officer holding the rank of Captain.
- H. Any reference to the "Contractor" shall mean Contractors, Sub-Contractors, and any/all of their employees.
- I. Any persons other than a Contractor, such as suppliers and equipment manufacturers, must comply with the Facility's visitor regulations.
- J. Contractors shall comply with and adhere to the Facility's security regulations and the requirements of this section.
- K. Any Work actions that would constitute a breach of the Facility's security, in the opinion of the Owner or the Captain, must be addressed and resolved by the Contractor prior to the end of the Work day, to the satisfaction of the Captain.

1.4 SCHEDULING FOR CORRECTION OFFICER COVERAGE

- A. Any time a Contractor is performing Work within the secure perimeter of the Facility, Correction Officer coverage must be provided as deemed appropriate by the Captain.
- B. Notify the Facility at least 24 hours in advance of each day's work activities, regarding the number of crews which will be working, including when and where they will be working.
- C. Any changes from the notified daily Work activities shall make the Contractor liable for any additional costs to the Owner for Correction Officer coverage resulting from these changes.

1.5 SECURITY REGULATIONS

A. BACKGROUND CHECK:

The Work of this contract is being performed at a secure facility. As such, prior to entering the project site and the Facility, Contractor's and Sub-contractors' employees shall have a background check performed, without charge, by the Facility I.D. Officer.

Entry into the project site and Facility by the captioned persons shall be subject to the approval of the Erie County Sheriff's Office.

Anyone deemed inappropriate to enter the project site and Facility or to perform Work in a secure facility, by the Owner or by the Erie County Sheriff's Office, will not be allowed access to the project site and Facility.

Former inmates in the State correctional system, or any County, City, Federal jail, or lockup may not be permitted inside project site and Facility, unless reviewed and approved by the Captain, in consultation with the Facility Superintendent.

B. WORK HOURS:

The Contractor will have access to the site to the Work site, at minimum a full eight hours per day. Should the Contractor desire to in addition to the minimum eight hours, this shall be scheduled with the Facility.

The Contractor shall anticipate an additional one-hour total processing time to enter and exit the Facility per day. The actual time when the Contractor (including truck drivers) may enter and exit the Facility will be established by the Facility.

Employees who are more than 15 minutes late for their scheduled entrance time may be denied entry, with exception of the Construction Superintendent and/or Project Manager.

Employees, other than approved Construction Superintendents, Project Managers and truck drivers will not be allowed to leave the Facility during the workday and will be required to bring their lunches and eat in the work areas.

C. TOOL CHECK IN:

All of the Contractors' employees, tools, materials and vehicles entering a secured area must be checked in and out through an area designated by the Facility.

All Contractors working inside the Facility shall maintain inventories of all tools and other equipment. A copy of the inventory shall be forwarded to the Tool Security Officer. Contractors must notify the Tool Security Officer immediately if a tool is discovered missing.

D. IDENTIFICATION BADGES:

A photo identification badge may be furnished and maintained by the Facility for all Contractors' employees, including Sub-contractors' employees. Additionally, each person entering the Facility may be hand-stamped using the ultraviolet hand-stamping technique to aid in identifying people leaving the Facility.

E. ILLEGAL SUBSTANCES:

Alcoholic beverages or illegal drugs of any kind will not be allowed on Facility premises. Prescription medications must be brought to the attention of the Security Officer upon arrival. A single day supply of prescription medicine will be allowed into the Facility. Persons under the influence of illegal drugs or alcohol will not be allowed into the Facility. Persons under the influence of illegal drugs or alcohol will not be allowed into the Facility and may be permanently removed from the project.

F. WEAPONS:

Firearms, ammunition or other weapons (including mace or pepper spray) will not be allowed in the Facility at any time.

G. CONTACT WITH OCCUPANTS:

Contact, communication, or exchange of any article with Facility inmates is strictly prohibited. Any attempts by inmates to contact or communicate with contractors must be reported immediately to the Security Officer on Duty.

H. EMERGENCY SITUATIONS :

In the event of an emergency of any kind, which may interfere with the welfare or operation and security of the Facility or its personnel, the Facility reserves the right to stop Work for a period of time. During this period, Contractors shall remain in designated areas and shall follow directions of any Correction Officer (s) or Facility Employee(s) on duty.

I. TOOLS AND TOOL CLASSIFICATIONS:

The Contractor shall check tools in out of the Facility and the Work area, through the Tool Security Officer, on a daily basis, The Contractor shall assume all responsibilities for tools checked in. Every tool checked in shall also be checked out on a daily basis.

The Contractor shall store tools authorized as allowed in the Facility and the Work area in approved, locked toolboxes, where directed by the Owner, when not in use.

Certain extremely hazardous tools present a higher risk in a correctional facility setting and must be removed from the Facility daily. These extremely hazardous tools include the following:

1. Bolt Cutters
2. Locksmith tools
3. Powder-activated tools (e.g. ram set, Hilti, etc)
4. Pneumatic nailer.
5. Rescue saws (K-12 type, gasoline or electric)
6. Torches (all cutting-mixing gauges & torch heads).
7. Metal cutting blades and/or disc.

The Tool Security Officer and the Captain will determine if any other tools brought into the Facility should be designated extremely hazardous. If any tool is designated as extremely hazardous, such tools may be required to be removed daily. These may include:

1. HEPA Masks, N-95 Masks, M-17 Protective Masks, self-contained breathing apparatus, respirators, and filters. All disposable respirator masks must be accounted for, inventoried and disposed of properly.

Blueprints are regarded as tools and should be handled accordingly. All blueprints are to be secured, accounted for and turned over to the Facility at the conclusion of the project.

Tool Removal from Work Area: All other tools (those not designated as extremely hazardous) must be removed from all Work areas on a daily basis. If such tools are stored on site, they shall be placed within designated secure storage containers, as directed by the project documents and by the Facility.

J. CONSTRUCTION MATERIALS:

The Contractor shall check construction materials in and out (if appropriate) of the Facility and the Work area, through the Tool Security Officer, on a daily basis.

The Contractor shall assume all responsibilities for material checked in.

Unless approved otherwise by the Owner, all construction materials must be removed from all Work areas on a daily basis.

The Tool Security Officer and the Captain will determine if any construction materials brought into the Facility should be designated extremely hazardous. If any construction material is designated as extremely hazardous, such construction material (if not incorporated into the Work of the project) may be required to be removed daily.

K. ELECTRONIC DEVICES:

Cell Phones:

The possession of cell phones within the perimeter security fences is strictly prohibited.

The use of cell phones outside the perimeter fence is permitted.

Radios:

Radios require approval for use on Facility property by the Captain of Tool Security Officer for a specific task.

If approved, radios must be checked in and out of the Work area on a daily basis by the Tool Security Officer.

Radios must be removed from the Facility on a daily basis.

Radios can not interfere, in any way, with Facility radio systems.

Laptop Computers:

Laptop computers (with or without modems) when necessary for the installation, maintenance, or repair of equipment will be considered for approval in Work areas.

Laptop computers shall be approved for use on Facility property by the Captain or Tool Security Officer.

Laptop computers must be removed from the Facility on a daily basis.

Pagers:

Only those pagers necessary for the Work of the Project will be considered for approval in Work areas.

Pagers shall be approved for use on Facility property by the Captain or Tool Security Officer.

If approved , pagers must be checked in and out of the Work area on a daily basis by the Tool Security Officer.

Pagers must be removed from the Facility on a daily basis.

Cameras:

Only those cameras necessary for the Work of the Project will be considered for approval in Work areas.

Cameras shall be approved for use on Facility property by the Captain or Tool Security Officer.

Cameras must be removed from the Facility on a daily basis.

L. CONTROL OF VEHICLES AND HEAVY EQUIPMENT:

Only vehicles and heavy equipment necessary for the Work of the Project will be considered for approval within the Facility and in Work areas.

Vehicles and heavy equipment shall be approved for use on Facility property by the Captain or Tool Security Officer.

If approved, vehicles and heavy equipment must be checked in and out of the Work area on a daily basis by the Tool Security Officer.

The Contractor shall assume all responsibilities for vehicles and heavy equipment checked in.

Unless approved otherwise by the Tool Security Officer or the Captain, vehicles and heavy equipment must be removed from the Facility on a daily basis.

If approved for storage within the facility, vehicles and heavy equipment shall be stored on in designated areas, as directed by the project documents and by the Facility.

If vehicles and heavy equipment are approved to be stored within the Facility, they shall be disabled in accordance with direction given by the Facility.

All vehicles and heavy equipment left unattended at any time on Facility grounds shall be securely locked from entry and operation. Vehicle locks shall be kept in operating order at all times. No vehicle will be allowed access any other area without proper authorization.

All vehicles and heavy equipment containing any sort of combustible fuel, when left unattended, must be equipped with a locking fuel cap.

M. SCAFFOLDING, HOISTS AND LADDERS:

All scaffolding, ladders and hoists shall be secured by chain and locked to a stationary object when not in use.

All scaffolding, ladders and hoists in use within the secure perimeter of the facility, shall be secured by chain, and locked to a stationary object.

A scaffolding, ladder and hoist inventory (listed by size) used in the work areas shall be maintained by the contractor. This inventory shall be checked on a daily basis by the Tool Security Officer and the Captain.

N. CONSTRUCTION DEBRIS:

The Contractor shall clean the work area of all construction debris on a daily basis.

Any construction debris that, in the opinion of the Tool Security Officer or the Captain, would jeopardize the safety and security of the Facility shall be removed from the facility immediately by the Contractor.

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

1. BID SHALL BE SUBMITTED ON THESE COUNTY OF ERIE BID FORMS or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.
2. LATE PROPOSALS. Any bids received in the Erie County Division of Purchase after the date and time prescribed will not be considered for contract award.
3. EMERGENCY CLOSINGS. In the event the closing of certain County facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Division of Purchase control, only bids received in the Division of Purchase prior to the date and time or postmarked as of the date prescribed will be considered for contract award.
4. ANY CHANGE IN WORDING OR INTERLINEATION BY A BIDDER OF THE INQUIRY AS PUBLISHED BY THE COUNTY OF ERIE shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.
5. THE COUNTY RESERVES THE RIGHT TO REJECT any and all bids, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. The County does not obligate itself to accept the lowest or any other proposal.
6. AWARD TO THE LOWEST RESPONSIBLE BIDDER. For the purpose of determining which bidder is the lowest qualified responsible bidder, it shall be the lowest three bidders' responsibility, within FIVE DAYS of being so notified by the Division of Purchase, to present information and documentation to the Division of Purchase, to satisfy the County that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.
7. CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.
8. This EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid:

IT IS UNDERSTOOD BY THE PARTIES THAT THIS AGREEMENT SHALL BE EXECUTORY ONLY TO THE EXTENT OF THE MONIES AVAILABLE TO THE COUNTY OF ERIE AND APPROPRIATED THEREFOR, AND NO LIABILITY ON ACCOUNT THEREOF SHALL BE INCURRED BY THE COUNTY BEYOND THE MONIES AVAILABLE AND APPROPRIATED FOR THE PURPOSE THEREOF.
9. FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by the County of Erie to recover damages.
10. PRICES SHALL BE QUOTED F.O.B. DESTINATION AND DELIVERED INSIDE. "Tailgate delivery" will not be accepted unless specified by the County.
11. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE COUNTY. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the bid. There will be no additional charges for delivery.
12. NO TAXES ARE TO BE BILLED TO THE COUNTY. Bids shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The County of Erie Purchase Order is an exemption certificate. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net bid.
13. THE SUCCESSFUL BIDDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision of regulatory body which may apply to its performance under this contract.

County of Erie

DIVISION OF PURCHASE

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

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

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

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

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

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

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

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

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

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

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

County of Erie

DIVISION OF PURCHASE

23. THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded, may withdraw his bid by serving written notice of his intention to do so upon the Division of Purchase. Upon withdrawal of the bid pursuant to this paragraph, the Division of Purchase will forthwith return the bidder's security deposit.
24. PRICES CHARGED TO THE COUNTY OF ERIE are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.
25. PRICE IS FIRM. The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.
26. EXTENSION OF PRICE PROTECTION. Any contract entered into pursuant to this bid to supply the County's requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful bidder and the County. All extensions shall be submitted in writing and shall have prior approval by the County of Erie, Director of Purchase.
27. IN EXECUTING THIS BID, THE BIDDER AFFIRMS that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.
28. ACCOUNTABILITY. The undersigned shall be fully accountable for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate the contract or his performance.
29. TERMINATION OF CONTRACT:
- a. At its option, the County may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the County.
 - b. In the event of termination for any reason other than the fault of the Contractor, or the nonavailability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.
30. THE SUCCESSFUL BIDDER TO WHOM THE BID IS AWARDED SHALL INDEMNIFY AND HOLD HARMLESS the County of Erie and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.
31. STATUS AS AN INDEPENDENT CONTRACTOR: The successful Bidder to whom the bid is awarded and the County agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither the Bidder nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.
32. GOVERNED BY NEW YORK LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

(Rev. 04/09)

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

County of Erie

DIVISION OF PURCHASE

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

FIRM NAME D.V. Brown & Associates, Inc.

ADDRESS OF PRINCIPAL OFFICE STREET 567 Vickers Street
CITY Tonawanda

AREA CODE 716 PHONE 695-5533 STATE New York ZIP 14150

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 NO

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE STREET _____
CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

NAMES AND ADDRESSES OF PARTNERS:

JOINT APPRENTICESHIP COMMITTEE
PLUMBERS & STEAMFITTERS LOCAL #22

August 1, 2016

RE: Apprenticeship Participation

To Whom It May Concern:

D.V. Brown & Associates, Inc., a plumbing and mechanical contractor, is signatory to the Collective Bargaining Agreement between Plumbers & Steamfitters Local #22 and the Western New York Association of Plumbing and Mechanical Contractors, Inc.

Because D.V. Brown & Associates, Inc. is an employer signatory to this agreement, all union employees of D.V. Brown & Associates, Inc. contribute, through payroll deduction, to the Training Trust Fund of Local #22 that funds two (2) Apprenticeship programs registered with the New York State Department of Labor. The Joint Apprenticeship Committee of Local #22 sponsors Plumbers Apprenticeship Program #13180, and Steamfitters Apprenticeship Program #13215. Therefore, D.V. Brown & Associates, Inc. has all the rights and responsibilities of hiring registered apprentices for work at our trades, and they have done so on a continual basis since the inception of these programs.

Our programs are registered and regulated by the New York State Department of Labor, the New York State Department of Education, The Federal Bureau of Apprenticeship Training, the U.S. Department of Veteran's Affairs, the United Association of Plumbers and Steamfitters of the United States and Canada, and the Federal Office of Apprenticeship Training, Employer and Labor Services.

The Training Trust Fund also finances and administers the training and record-keeping of many of the appropriate certifications required by our employers' customers. These include welding certifications in accordance with the ASME, Medical Gas Piping certifications (NFPA), CFC Refrigerant Handling (EPA), and safety training in accordance with OSHA standards, among others.

If there are any questions or comments, please don't hesitate to contact this office.

Respectfully,

George R. Schalk II

George R Schalk II
Training Coordinator

GS/gs
E-mailed 8/1/2016



County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

ASSIGNMENT OF PUBLIC CONTRACTS

GENERAL MUNICIPAL LAW - Section 109:

1. A clause shall be inserted in all specifications of contracts hereafter made or awarded by an officer, board or agency of a political subdivision, or any district therein, prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

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

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

(Rev. 12/01/93)



COUNTY OF ERIE
MARK C. POLONCARZ
COUNTY EXECUTIVE
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 SEWER AUTHORITY, General Manager, 1038 City Hall, Buffalo, NY 14202-3378
 CHEEKTOWAGA CENTRAL SCHOOL DISTRICT, 3600 Union Rd., Cheektowaga, NY 14225
 CHEEKTOWAGA-MARYVALE UNION FREE SCHOOL DISTRICT, District Clerk, 1050 Maryvale Dr., Cheektowaga, NY 14225-2386
 CHEEKTOWAGA-SLOAN UNION FREE SCHOOL DISTRICT, District Clerk, 166 Halstead Ave., Sloan, NY 14212-2295
 CHEEKTOWAGA TOWN OF, Town Hall, Broadway & Union Rds., Cheektowaga, NY 14227
 CLARENCE CENTRAL SCHOOL DISTRICT, Business Administrator, 9625 Main St., Clarence, NY 14031-2083
 CLARENCE TOWN OF, Town Clerk, 1 Town Place, Clarence, NY 14031
 CLEVELAND HILL FIRE DISTRICT NO. 6, Secretary, 440 Cleveland Dr., Cheektowaga, NY 14225
 CLEVELAND HILL U.F.S.D. @ CHEEKTOWAGA, Business Manager, 105 Mapleview Dr., Cheektowaga, NY 14225

COLDEN TOWN OF, Deputy Town Clerk, Town Hall, S-8812 State Rd., Colden, NY 14033
 COLLINS TOWN OF, Supervisor, Town Hall, P.O. Box 420, Collins, NY 14035
 CONCORD TOWN OF, Town Clerk, Town Hall, Springville, NY 14141-0187
 DEPEW UNION FREE SCHOOL DISTRICT, District Clerk, 591 Terrace Blvd., Depew, NY 14043
 DEPEW VILLAGE OF, Village Clerk, Municipal Building, 85 Manitou St., Depew, NY 14043
 EAST AURORA VILLAGE OF, Village Clerk, Village Hall, 571 Main St., East Aurora, NY 14052
 EDEN TOWN OF, Town Clerk, 2795 East Church St., Eden, NY 14057
 EGGERTSVILLE FIRE DISTRICT, Secretary/Treasurer, 1880 Eggert Rd., Eggertsville, NY 14226-2233
 ELLWOOD FIRE DISTRICT #1, Secretary, Town of Tonawanda, 1000 Englewood Ave., Kenmore, NY 14223
 ELMA TOWN OF, Town Clerk, Town Hall, 1600 Bowen Rd., Elma, NY 14059
 ERIE COUNTY 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
 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
 SWEET HOME CENTRAL SCHOOL DISTRICT, Director Finance & Plant Svcs., 1901 Sweet Home Rd., Amherst, NY 14228
 TONAWANDA CITY OF, Mayor, 200 Niagara St., Tonawanda, NY 14150
 TONAWANDA CITY OF, Superintendent, 150 Fillmore Avenue, Tonawanda, NY 14150
 TONAWANDA CITY SCHOOL DISTRICT, District Clerk, 100 Hinds St., Tonawanda, NY 14150-1815
 TONAWANDA TOWN OF, Town Clerk, Municipal Building, Kenmore, NY 14217
 U-CREST FIRE DISTRICT #4, Fire Commissioner, 255 Clover Place, Cheektowaga, NY 14225
 UNION FREE SCHOOL DISTRICT, Dist. Clerk, Tn. Tonawanda, 1500 Colvin Blvd., Kenmore, NY 14223
 WALDEN FIRE DISTRICT #2, Fire Commissioner, 20 Pine Ridge Road, Cheektowaga, NY 14211
 WALES TOWN OF, Town Clerk, Big Tree Rd., Wales Center, NY 14169
 WEST SENECA CENTRAL SCHOOL DISTRICT, District Treasurer, 1397 Orchard Park Rd., West Seneca, NY 14224-4098
 WEST SENECA FIRE DISTRICT #4, Fire Commissioner, 100 Lein Rd., West Seneca, NY 14224
 WEST SENECA FIRE DISTRICT #5, Fire Commissioner, 2801 Seneca St., West Seneca, NY 14224
 WEST SENECA TOWN OF, Town Clerk, 1250 Union Road, West Seneca, NY 14224
 WILLIAMSVILLE CENTRAL SCHOOL DISTRICT, District Clerk, 105 Casey Rd, PO Box 5000, East Amherst NY 14051
 WILLIAMSVILLE VILLAGE OF, 5565 Main St., Williamsville, NY 14231-1557
 WYOMING, COUNTY OF, Office of the Board of Supervisors, 143 N Main St., Warsaw, NY 14569

Erie County Equal Pay Certification

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

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



Signature

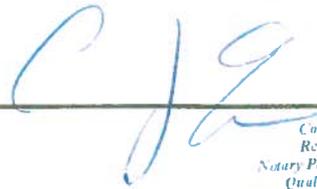
Verification

STATE OF New York)
COUNTY OF Erie) 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) Omar J. Abdallah, being duly sworn, states that he or she is the Name of Corporate Officer Vice President, of D.V. Brown & Associates, Inc., 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 2nd
Day of August, 2016



Connie J. Gutowski
Reg. #01GU6051745
Notary Public, State of New York
Qualified in Erie County
Commission Expires December 4, 2018

Division of Purchase
EEO Compliance Place Card

Date Sent 9/13/16

Buyer JK

Bid # A216165-002

Bid Title In Call Emergency Plumbing Services

Comments

EEO Sign-off 

Date 9/19/2016

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

BID NO.: A216165-002
 BID DATE: August 2, 2016

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

COMPANY: D.V. Brown & Associates, Inc.
 AUTHORIZED REPRESENTATIVE: Omar J. Abdallah, Vice President
 ADDRESS: 567 Vickers Street, Tonawanda, NY 14150
 TELEPHONE NUMBER: (716) 695-5533
 BID NAME: On-Call Emergency Plumbing Services

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. Bid day phone calls +
2. Pre Bid requests
- 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: <u>M&M Improvement Services Inc</u> Address: <u>549 Niagara Street</u> <u>Buffalo, NY 14201</u> Telephone No. <u>(716) 609-3736</u> IRS # <u>20-2948967</u>	TBD MBE	TBD	MBE	YES _____ NO <u>X</u>	Bid Documents
Name: <u>United Mechanical Contracting LLC</u> Address: <u>1207 Delaware Ave. Suite 303</u> <u>Buffalo, NY 14209</u> Telephone No. <u>(716) 332-6146</u> IRS # <u>33-1174432</u>	TBD	TBD	MBE & WBE	YES _____ NO <u>X</u>	Bid Documents

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 _____

10 %
2 %

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


SIGNATURE OF AUTHORIZED REPRESENTATIVE

8/2/16

DATE



CERTIFICATE OF LIABILITY INSURANCE

DVBR-01

OP ID: VP

DATE (MM/DD/YYYY)

09/06/2016

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 Vanner Insurance Agency 11 Pinchot Court, Suite 100 Amherst, NY 14228 Thomas J. Vanner	CONTACT NAME: Victoria Puglia PHONE (A/C, No, Ext): 716-688-8888 FAX (A/C, No): 716-688-9001 E-MAIL ADDRESS: vpuglia@vannerinsurance.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Indemnity Co of Amer</td> <td>25666</td> </tr> <tr> <td>INSURER B : Charter Oak Fire Insurance Com</td> <td>25615</td> </tr> <tr> <td>INSURER C : Ace American Insurance Co</td> <td>22667</td> </tr> <tr> <td>INSURER D : St Paul Fire & Marine Ins Co</td> <td>24767</td> </tr> <tr> <td>INSURER E : The Travelers Indemnity Co</td> <td>25658</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Co of Amer	25666	INSURER B : Charter Oak Fire Insurance Com	25615	INSURER C : Ace American Insurance Co	22667	INSURER D : St Paul Fire & Marine Ins Co	24767	INSURER E : The Travelers Indemnity Co	25658	INSURER F :
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INSURER F :														
INSURED DV Brown & Associates Inc 567 Vickers Street Tonawanda, NY 14150														

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> Indep Contractors GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	DTCO4G65368315TIA15	11/01/2015	11/01/2016	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Emp Ben \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	DT8104G65368315TIA15	11/01/2015	11/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> RETENTION \$ 10000	X	X	N1090528A001	11/01/2015	11/01/2016	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000						
							\$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N	N/A	X	DTKUB4G65368316	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	E L EACH ACCIDENT \$ 1,000,000						
							E L DISEASE - EA EMPLOYEE \$ 1,000,000
							E L DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability		ZUP51M4534915NF	11/01/2015	11/01/2016	Limit	5,000,000
B	Blkt Builders Risk		QT6605G100392TIL15	11/01/2015	11/01/2016	Limit	1,900,000

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

Re: On-Call Emergency Plumbing Services
 County of Erie is listed as additional insureds on a primary and non-contributory basis under general liability, auto and excess liability when required by written contract or agreement. A Waiver of Subrogation applies in favor of County of Erie when required by written contract on all policies

ORIGINAL DOCUMENT ON FILE

SEP - 9 2016

IN LAW DEPARTMENT

CERTIFICATE HOLDER**CANCELLATION**

ERIE000

County of Erie
 95 Franklin Street
 Buffalo, NY 14202

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

AUTHORIZED REPRESENTATIVE

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (Use street address only) DV Brown & Associates, Inc. 567 Vickers Street Tonawanda NY 14150</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured 716-695-5533</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured 46-91334-0</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 16-1425163</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>County of Erie 95 Franklin Street Buffalo NY 14202</p> <div style="text-align: center; border: 1px solid black; padding: 5px; margin: 10px auto; width: fit-content;"> <p>ORIGINAL DOCUMENT ON FILE</p> <p style="font-size: 1.2em; font-weight: bold;">SEP - 9 2016</p> <p>IN LAW DEPARTMENT</p> </div>	<p>3a. Name of Insurance Carrier The Travelers Indemnity Co.</p> <p>3b. Policy Number of entity listed in box "1a" DTKUB4G65368316</p> <p>3c. Policy effective period 01/01/16 to 01/01/17</p> <p>3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

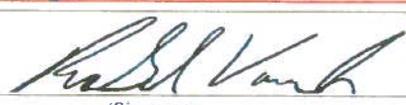
This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Ralph J. Vanner, Jr., CPCU
: or licensed agent of insurance carrier)

Approved by:  9/6/2016
(Signature) (Date)

Title: CEO

Telephone Number of authorized representative or licensed agent of insurance carrier: (716) 688-8888

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

NEW YORK STATE PREVAILING WAGE

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

This project's PRC# 2016006133

Records are to be submitted as directed in your award letter.

Failure to submit the legally required records will result in delayed payments.