COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

REQUEST FOR PROPOSAL

Requests for Proposals, as stated below, will be received and publicly opened by the Department of Parks, Recreation and Forestry in accordance with the attached specifications. **FAX RFPs are unacceptable. RFPs must be submitted in a sealed envelope to:**

County of Erie
Department of Parks, Recreation and Forestry
95 Franklin Street, Room 1254
Buffalo, New York 14202-3967

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

RFP NUMBER: 1521VF

OPENING DATE: 6/1/2015 TIME: 12:00 PM.

FOR Bennett Beach Mobile Food and Beverage Vendor

NAME OF COMPANY:

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

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

X EXHIBIT "A" - Assignment of Public Contracts
X EXHIBIT "B" - Non-Collusive Bidding Certification
___ EXHIBIT "C" - Construction/Reconstruction Contracts
___ EXHIBIT "D" - Bid Bond (Formal Bid)
N/A EXHIBIT "E" - Bid Bond (Informal Bid)
___ EXHIBIT "F" - Standard Agreement
___ EXHIBIT "H" - MBE/ WBE Commitment
X EXHIBIT "IC" - Insurance (Classification "E")
___ EXHIBIT "P" & EXHIBIT "PBI" - Performance Bond

(Rev. 7/12)

EXHIBIT "B"

County of Erie

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.

PROPOSAL NOT ACCEPTABLE WITHOUT THE FOLLOWING CERTIFICATION:

Affirmed as per specifications under penalty of perjury this RFP _____ submitted _____ day of _____, 20 _____

TERMS _____ DELIVERY DATE AT DESTINATION _____

FIRM NAME _____

ADDRESS _____

_____ ZIP _____

DOES NOT OWE ANY OUTSTANDING TAXES TO THE COUNTY OF ERIE.

AUTHORIZED SIGNATURE _____

TYPED NAME OF AUTHORIZED SIGNATURE _____

TITLE _____ TELEPHONE NO. _____

(Rev. 1/00)

County of Erie

Department of Parks, Recreation and Forestry
Price Page

Ship to: COUNTY OF ERIE
Attention: Bennett Beach
Address Angola, NY

ITEM NO.	QUAN-TITY	U/M	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Questions via Email (Gregory.Olma@erie.gov)		
			Due 5/29/2015		
			Please Provide 3 References of Prior Similar Work Performed		
			With RFP Submission		
			Due 6/1/2015		
			Bennett Beach Mobile Food and Beverage Vendor – See		
			detailed specifications on Pages 2A through 2J		
			$_____ per season.		

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

ERIE COUNTY DEPT OF PARKS
Freedom of Information Officer
95 Franklin Street, Rm. 1254
Buffalo, NY 14202
FAX #: **716/858-8314**

TOTAL NET PROPOSAL DELIVERED INSIDE _____

NAME OF COMPANY

_____

(Rev. 9/95)

Erie County Equal Pay Certification

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

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

_____
Signature

Verification

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

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

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

COUNTY OF ERIE

CONFLICT OF INTEREST DISCLOSURE STATEMENT

The purpose of this conflict of interest disclosure statement (hereinafter "Disclosure") is to protect the interests of the County of Erie (hereinafter "County") when conducting evaluations regarding potential County projects, funding and/or contractual arrangements. The process whereby outside applicants are evaluated for County projects and/or funding must be conducted in a manner that insures against any bias or even the perception of a conflict of interest. Therefore, prior to taking part in the selection process, those serving as evaluators must complete the attached Disclosure.

Attached to each Disclosure will be a list of the organizations, as well as their subcontractors, subject to evaluation. The chair of the selection committee will prepare the list and attach same to the Disclosure prior to distribution. Once the Disclosure has been completed, each evaluator is asked to return the form to the chair of the selection committee. Evaluations shall not commence until all Disclosures have been returned.

COUNTY OF ERIE

CONFLICT OF INTEREST DISCLOSURE STATEMENT

NAME: _____

TITLE: _____

DEPARTMENT OR AGENCY: _____

PROJECT TO BE EVALUATED: _____

1. **Current Employment**: Do you, your spouse or dependent children currently hold a position with, or are actively seeking employment from, any of the organizations listed on **Attachment A** that are subject to evaluation? *[If none, please write "None."]*

Name	Relationship	Employer

2. **Past Employment**: Have you, your spouse or dependent children held a position in the past five (5) years, either directly or indirectly, with any of the organizations listed on **Attachment A** that are subject to evaluation? *[If none, please write "None."]*

Name	Relationship	Employer

3. **Financial Interest**: Describe any financial interest, affiliation and/or connection that you, your spouse or your dependent children may have, either directly or indirectly, with any of the organizations listed on **Attachment A** that are subject to evaluation. *[If none, please write "None."]*

_____

_____

_____

_____

4. **<u>Conflicts of Interest</u>**: Are there any other issues, factors and/or affiliations that pertain to you, your spouse or dependent children that may pose a conflict of interest or the appearance of a conflict of interest in the event that you participate in the evaluation process for the underlying project? *[If none, please write "None."]*

_____

_____

_____

I _____ certify that the above statements are true and correct to the best of my knowledge. I promise to update this disclosure form promptly in the event there is a change in relevant circumstances. If I should gain access to proprietary information belonging to other agencies, organizations or companies, I agree to protect their information from unauthorized use or disclosure and refrain from using such information for any purpose other than that for which it was furnished.

_____

Signature

Date: _____

ATTACHMENT A

PROJECT TO BE EVALUATED: _____

CHAIR OF SELECTION COMMITTEE: _____

COUNTY DEPARTMENT OR AGENCY: _____

The following organizations, including subcontractors, are subject to evaluation in relation to the underlying project:

1.

a) Subcontractors
(1)
(2)
(3)

2.

a) Subcontractors
(1)
(2)
(3)

3.

a) Subcontractors
(1)
(2)
(3)

I. SCOPE OF OPERATION:

The successful bidder will annually (Memorial Day Weekend- Labor Day Weekend) operate a mobile food and beverage stand at Bennett Beach in strict compliance with rules and regulations set forth by the Commissioner of Parks & Recreation.

Concessionaire must offer for sale to the patrons of the park at reasonable prices, (not higher than charged by stores in the vicinity for similar items); soft drinks, bottled water, and other various food items as are found in demand by patrons of the park and approved by the Commissioner of Parks, Recreation and Forestry. Concessionaire must submit a menu to the Commissioner of Parks, Recreation and Forestry annually for approval.

II. CONTRACT PERIOD AND TERM:

The contract period shall be for three years commencing on or about June 1, 2015. The Concessionaire shall have the options to renew and extend this agreement for one separate additional term of three years commencing on or about the first day of Memorial Day Weekend of 2018 provided that it has satisfactorily operated the concession for the period prior to exercising the option and provided that it shall give written notice to the County within 120 days immediately preceding the optional renewal term.

III. AWARD DEPOSIT:

Successful bidder will be requested to present a certified check payable to "Erie County Parks," upon signing the contract for fifty percent (50%) of the annual fee. Any successful bidder who refuses to execute a contract upon the terms set forth in these specifications shall forfeit their award.

IV. ANNUAL FEE:

The fee for the initial term to be paid by the Concessionaire shall be determined by public bid -- one half payable upon execution of this contract and balance paid by August 1, 2015. The license fee for all subsequent years (including possible 3 year option) shall be done so in two (2) equal installments due on June 1st and August 1st. Failure to make payments in a timely manner may result in the cancellation of the contract.

V. RESPONSIBILITIES OF CONTRACTOR:

A. Successful bidder must enter into an agreement giving the Concessionaire the exclusive right and privilege to operate a mobile food and beverage concession stand. Enforcement of these policies is the responsibility of the County and its employees.

B. Concessionaire will operate the concession with competent and courteous personnel. All personnel will be clean and neat in appearance. All personnel working in the concession shall treat the customers and patrons with courtesy and in a professional manner.

C. All food and beverages will be handled in a manner consistent with the highest degree of sanitation and care. As per Health Department requirements, the concession will be cleaned and sanitized daily.

D. Concessionaire must secure and maintain at its own expense all necessary licenses for the possession, sale and service of food, beverages, herein specified, and all licenses and permits necessary to the conduct of business under the terms of this license. In the event that the Concessionaire is unable to obtain and hold any required licenses or permits, the concession license with the County shall terminate as if the term of the contract had expired. The Concessionaire shall obtain all necessary licenses and permits required by law before beginning operation of the concession.

E. Concessionaire shall furnish at its own expense any dishes, cutlery, napkins, cups and any other service and cleaning equipment necessary for the proper performance of the Concessionaire's obligations.

F. Concessionaire assumes all risk in the operation of this license and shall be solely responsible and answerable in damages for all accidents or injuries to person or property and hereby covenants and agrees to indemnify and keep harmless the County of Erie, the Commissioner of Parks & Recreation, and all officers and employees of the County of Erie from any and all claims, suits, losses, damage or injury to person or property of whatsoever kind and nature, whether direct or indirect arising out of the operation of this license, or the carelessness, negligence or improper conduct of the Concessionaire or any servant, agent or employee, which responsibility shall not be limited to the insurance coverage provided for.

V. RESPONSIBILITIES OF CONTRACTOR (CONT.):

G. The Concessionaire expressly waives any and all claims for compensation for any and all loss or damage sustained by or resulting from fire, water, tornado, civil commotion or riots, and the Concessionaire expressly waives all rights, claims and demands and forever releases and discharges the County of Erie and its officers, employees and agents from any and all demands, set-offs, claims, actions and causes of action arising from any of the aforesaid.

H. All articles or services sold or used under this license must be of good quality. The concessionaire shall maintain and operate the concession provided for in this license in a manner satisfactory to the Commissioner of Parks, Recreation and Forestry and at all times conform with the rules and directions of the Commissioner and charge only such prices in connection with its operation and shall be responsible and standard in this area. A list of process for all articles sold shall be prominently and legally displayed at the point of sale.

Schedule:

Memorial Day Weekend- Labor Day Weekend

Saturday, Sunday & Holidays	11:00 AM- 6:00 PM

The concessionaire has the right to open concessions additional days during summer months, within the hours of operation. Hours of operation must be approved in advance by the Commissioner of Parks, Recreation and Forestry and posted accordingly.

The level of service, less than indicated in this contract, shall be determined solely by the Commissioner of Parks, Recreation and Forestry and may be grounds to terminate the contract.

VI. RESPONSIBILITY OF THE COUNTY:

The County will furnish all necessary and adequate rubbish and garbage receptacles for the use of the Concessionaire, which shall be removed by Parks Department Employees.

VII. INSURANCE:

Insurance shall be procured by the Concessionaire before commencing work, no later than fourteen days after notice of award, and maintained without interruption for the duration of the contract. The Concessionaire shall furnish an Insurance Certificate complying with County requirements for insurance. The insurance must be completed on the standard Erie County forms enclosed in this bid.

A. Concessionaire shall furnish an Insurance Certificate for extended coverage or all-risk coverage for the building and County-owned property therein, naming the County as well as the Concessionaire as the Insured.

B. All certificates shall have the endorsements contained verbatim in Exhibit IC attached.

VIII. MAINTENANCE:

It is agreed that the licensed mobile food and beverage stand may be inspected at any time by authorized representatives of the Commissioner of Parks & Recreation, or representatives of the Erie County Department of Health. The Concessionaire must agree that if notified by the Commissioner or his representative that any part of the licensed premises or the facilities thereof is unsatisfactory to remedy the same at once.

IX. ASSIGNMENT:

The County will assign a "dedicated" location for the concessionaire to park and operate, while performing under the contract.

X. INDEPENDENT CONTRACTOR RELATIONSHIP:

It is mutually understood and agreed, and it is the intent of the parties that an independent contractor relationship be and hereby established under the terms and conditions of this contract and that the Concessionaire and any employees of the Concessionaire are not, nor shall they be deemed to be, employees of the County.

XI. ADVERTISING:

The Concessionaire shall not advertise in any manner or form on or about the premises, buildings or spaces located to it, or elsewhere, or in any newspaper or otherwise, except by means of such signs or form of advertising as shall be approved by the Commissioner of Parks & Recreation. The Concessionaire shall not employ or use any persons known as "hawkers", "spielers", "criers", or other noisemakers or any other means of attracting attention to the Concessionaire's concession without approval by the Commissioner, nor shall the Concessionaire carry on within or upon said licensed space any other operation than herein described or interfere with any other concessionaire of the County of Erie or any employee of any other concessionaire.

XII. ALCOHOL, CIGARETTES & TOBACCO RELATED ITEMS:

There shall be no alcoholic or tobacco related items sold or distributed any time on the premises.

XIII. LEGAL COMPLIANCE:

A. Concessionaire shall comply with all ordinances, statutes, rules and regulations of all governmental bodies, including the local police, the County of Erie, and the health and sanitary authorities. Structural alterations, additions or installations shall remain the responsibility of the County of Erie. The Concessionaire shall not use, nor suffer or permit any person to use in any manner whatsoever, the said premises or any part thereof for any illegal purpose, or for any purpose in violation of any Federal, State or municipal law, ordinance, rule order or regulation or of any ordinance, rule order or regulation of the Commissioner of Parks & Recreation now in effect or hereafter enacted or adopted, and will protect, indemnify and forever save and keep harmless the County of Erie and its agents, officers and employees from and against any damage, penalty of fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of the Concessionaire, or any employee, person or occupant for the time being of said premises.

B. Concessionaire shall comply with all Federal and State Labor and Worker's Compensation Laws and must pay all employer's taxes for Social Security and Unemployment Insurance, and all other taxes which are measured by the wages, salaries or other remuneration paid to persons employed by Concessionaire; and must comply with sales tax requirements and income tax or other withholding requirements; and must indemnify and save harmless the County of Erie from liability for the payment of such taxes or charges.

XIII. **LEGAL COMPLIANCE (CONT):**

C. Concessionaire shall comply with all Federal and State Labor and Worker's Compensation Laws and must pay all employer's taxes for Social Security and Unemployment Insurance, and all other taxes which are measured by the wages, salaries or other remuneration paid to persons employed by Concessionaire; and must comply with sales tax requirements and income tax or other withholding requirements; and must indemnify and save harmless the County of Erie from liability for the payment of such taxes or charges.

D. The Concessionaire must agree to the provisions of SS 220 and 220-c of the Labor Law.

XIV. **EXECUTORY:**

As to the obligation of the County of Erie under the provisions of the license agreement, the same shall be deemed executory only to the extent of the moneys available thereof, and no liability shall be incurred by the County of Erie beyond the moneys available for the purpose.

XV. **REPRESENTATIVE CAPACITY:**

It is expressly understood and agreed by and between the parties that the Commissioner of Parks & Recreation and the Erie County Executive and their officers and agents are acting in a representative capacity and not for their own benefit, and that neither the Concessionaire nor any occupant shall have any claim against them or any of them as individuals in any event whatsoever.

XVI. TERMINATION:

If the Concessionaire shall fail to make payments to the County of Erie in accordance with the terms hereof or shall fail or refuse to carry out the terms hereof, then the County of Erie may cancel this agreement upon ten (10) days notice served as stated in Section XIV hereof, and upon such termination the County of Erie shall have the right to enter the premises occupied by the Concessionaire, by force or otherwise, and take full possession thereof, and close the premises for such time as it may deem proper, or at the option of the County of Erie, may remove therefrom the property and effects of the Concessionaire, and with or without legal process, expel, oust and remove all parties who may be present upon or occupy any part of the premises, and all personal property that may be thereon or therein contained, without being liable to prosecution damage or damages thereof, or for any damages to, or loss of any personal property belonging to any party upon or occupying said premises or any part thereof from any cause whatsoever by reason of such removal, and the Concessionaire expressly waives any and all claims for damages and loss against the County of Erie, or the Commissioner, their officers and agents, for or on account of any act done or caused to be done in exercising this right; and the County of Erie shall have the right to sell the said personal property so seized or removed and recover by such sale or legal process any and all sums due to the County of Erie under the terms of this agreement plus the costs and expenses incurred under the terms of this agreement.

It is understood and agreed that upon failure or refusal of Concessionaire to actively operate the concession in accordance with the conditions set forth herein, a failure of consideration will result and the license may be terminated by the County of Erie. Under no circumstances shall the termination of this contract by the County, relieve the Concessionaire of any liability for the payment of any license fee for the remainder of the term at the time of termination, or act to discharge him from the obligation of coverage under Section V for the balance of the term.

XVII. DISCONTINUANCE:

It is understood that the County of Erie may from time to time make changes in the location and capacities of park facilities and methods of operation and may discontinue certain park facilities or their use by the public during the term of this license.

XVIII. NOTICE:

All notices and orders given to the Concessionaire may be served by mailing the same to the Concessionaire at the address set forth on the first page of this agreement or by delivering a copy thereof to the Concessionaire in person, or by leaving it at its place of business in the park with any person then in charge of the same, or by posting the same in a conspicuous place upon the outside or inside of the refreshment stand.

XIX. LIENS:

It is expressly agreed that the County shall have a continuing lien on all personal property of the Concessionaire which may be on the premises for any and all sums which may from time to time become and be due to the County of Erie under the terms of this license agreement, and upon default of payment by the Concessionaire, the County has the right, in addition to any other legal or equitable remedies available to it, to take possession of and retain the same until the full amount due shall be paid, or to sell the same at public auction and, after deducting the expenses of such sale, apply the balance of the proceeds to such payment, and if there should be any deficiency to resort to any legal remedy.

XX. PROPERTY RIGHTS:

The Concessionaire agrees not to remove any personal property brought upon the licensed premises by the Concessionaire for the purpose of this license (exclusive of sales in the normal course of business) except with the express written permission of the Commissioner of Parks & Recreation. Upon the expiration of the term herein, if the Concessionaire has made full payment under this license and has carried out the terms of this agreement, it may remove its personal property from the premises and shall do so within one week after the end of the term herein stated and on failure to do so, the Commissioner, by his officers and agents, may cause the same to be removed and stored at the cost and expense of the Concessionaire and the County of Erie shall have a lien thereon in the amount of the cost and expense of such removal and storage until paid and may, ten (10) days after giving written notice to Concessionaire by certified mail, sell such personal property and reimburse itself for such cost and expense plus the expenses of sale.

It is expressly understood and agreed that no real or personal property is leased to the Concessionaire, that it is a licensee and not a lessee, that the Concessionaire's right to occupy the premises and to operate the license shall continue only so long as the Concessionaire shall comply strictly and promptly with each and all of the provisions, agreements and conditions contained herein.

XXI. ACCOUNTABILITY:

The Concessionaire shall be fully accountable for its performance under this agreement, and agrees that it, 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 this contract or its performance.

COUNTY OF ERIE, STATE OF NEW YORK
DEPARTMENT OF PARKS

95 FRANKLIN STREET, RM. 1254
BUFFALO, NY 14202

VENDOR MUST FILL IN THIS PAGE AND RETURN ALL BID SHEETS WITH BID

ANNUAL FEE FOR INITIAL TERM: $_____

NAME OF COMPANY:_____

ADDRESS:_____

_____

TELEPHONE NUMBER:_____

EVALUATION PROCESS:

The following criteria, not necessarily listed in order of importance, will be used to review the proposals. The Commissioner of Parks, Recreation and Forestry reserves the right to weigh his evaluation criteria in any manner he deems appropriate.

- Proposer demonstrated capability to provide services
- Proposer's experience to perform the proposed services
- Proposer's presentation
- Proposer's financial ability to provide services
- Proposer **must** sign Exhibit B stating that the organization and/ or its owner does not owe any back taxes to the County of Erie.

County of Erie
DEPARTMENT OF PARKS, RECREATION AND FORESTRY

INSTRUCTIONS TO PROPOSER'S

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 HIGHEST RESPONSIBLE BIDDER. For the purpose of determining which bidder is the highest qualified responsible bidder, it shall be the highest 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 <u>not</u> 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
DEPARTMENT OF PARKS, RECREATION AND FORESTRY

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

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

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

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

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

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

19. IF MATERIAL OR SERVICES OTHER THAN THOSE SPECIFIED IN THIS BID DOCUMENT ARE OFFERED, the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:
(a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Division of Purchase, sufficient detail is not presented as a part of the sealed bid to permit definitive evaluation of any substitute item, the bid will not be considered.
(b) Descriptive literature of item offered, for evaluation.
(c) List of installations in Erie County of the item offered.
(d) List of other installations.

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

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

County of Erie
DEPARTMENT OF PARKS, RECREATION AND FORESTRY

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

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

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

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

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

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

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

29. TERMINATION OF CONTRACT:

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

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

c. In the event of termination for any reason other than the fault of the Contractor, or the non-availability 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.

County of Erie

DEPARTMENT OF PARKS, RECREATION AND FORESTRY

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

FIRM NAME _____

ADDRESS OF PRINCIPAL OFFICE STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

Check one: CORPORATION_____ PARTNERSHIP_____ INDIVIDUAL_____

INCORPORATED UNDER THE LAWS OF THE STATE OF _____

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

YES _____ NO _____

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

NAMES AND ADDRESSES OF PARTNERS:

_____ _____

_____ _____

_____ _____

_____ _____

(Rev. 4/1/93)

EXHIBIT "A"

County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DEPARTMENT OF PARKS, RECREATION AND FORESTRY

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 sub lessee 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. 1/00)

ERIE COUNTY RATH BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-7037

COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

DEPARTMENT OF PARKS, RECREATION AND FORESTRY

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-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, 1910 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 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 Rd., 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 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
REV. 7/02

COUNTY OF ERIE
STANDARD INSURANCE REQUIREMENTS

Vendor Insurance Classification E:
Contracts with Concessionaires

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

A. Comprehensive General Liability
- with a minimum combined single limit of liability for Bodily Injury and Property Damage of $500,000 per occurrence and annual aggregate. The coverage shall include:
- Premises and Operations
- Products and Completed Operations
- Independent Contractors
- Contractual Liability (sufficient to cover all liability assumed under contracts with County of Erie)
- Personal Injury Liability (Coverages A, B & C)

B. Liquor Law Liability (applicable only if alcoholic beverages are served)
- with a minimum limit of liability of $500,000 each common cause.

C. Automobile Liability
- with a minimum combined single limit of liability for Bodily Injury and Property Damage of $1,000,000 each occurrence. The coverage shall include Owned, Hired and Non-Owned Autos (Symbol "1" should be designated for Liability coverage on the Business Auto Policy).

D. Excess "Umbrella" Liability
- with a minimum limit of $1,000,000

E. Worker's Compensation and Employer's Liability
-providing statutory coverage in compliance with the Worker's Compensation Law of the State of New York.

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

2. Comprehensive General Liability, Automobile Liability, Liquor Law Liability (if applicable), and Excess "Umbrella" Liability shall name the County of Erie and any Board, Bureau, Commission or Agency thereof as additional insured.

3. All policies in which the County of Erie is named as additional insured shall provide that:

A. The insurance company or companies issuing the policies shall have no recourse against the County of Erie for payment of any premium or for assessments under any form of policy.

B. The insurance shall apply separately to each insured (except with respect to the limit of liability).

4. Prior to cancellation, non renewal or material change of the policies, at least forty-five (45) days advance written notice shall be given to the County of Erie, Department of Law, 69 Delaware Avenue, Suite 300, Buffalo, New York 14202, and the Agency requesting the certificate.

5. All certificates of insurance shall be approved by the County of Erie Department of Law prior to the inception of any work.

REV. 12/02

COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

LAW-1 INS (Rev. 12/02) This certificate does not amend. extend or alter the coverage afforded by the standard form policies listed below.

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

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

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

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

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

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

VIII. Name and Address of Certificate Holder & Recipient of Notice County of Erie Department of Law 95 Franklin St Buffalo, NY 14202	Date Issued _____ Auth. Representative _____ Firm Name & Address _____ _____

FOR COUNTY USE ONLY: Name of County Dept. Requesting Certificate _____

Purchase Order or Contract Number _____

County of Erie Standard Insurance Certificate _____

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.

II. CERTIFICATES OF INSURANCE
   A. Shall be made to the "County of Erie, Dept. of Law, Suite 300, 69 Delaware Avenue, Buffalo, N.Y. 14202,"
   B. Coverage must comply with all specifications of the contract.
   C. Executed by an insurance company and/or agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

III. Forward the completed certificate to: County of Erie (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service

IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others or Use of Facilities Or Grounds	E Concession-Aires Services	F Livery Services	G All Purposes Public Entity Contracts
Comp. Gen. Liab.	$1,000,000	$500,000 CSL	$500,000 CSL	$1,000,000	$500,000 CSL	$1,000,000	$500,000 CSL
-Prem. & OPS	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
-Prods. & Compl. OPS	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
-Independ. Contract	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
-Contractual	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
-Broad Form P.D.	INCLUDE	Note: Comprehensive Form Not Required					See note below
-X.C.U.							
-Personal Injury			INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
-Liquor Law				INCLUDE	See note below		
-Host Liquor							INCLUDE
Auto. Liab.	$1,000,000CSL		$1,000,000CSL	$1,000,000CSL	$1,000,000CSL	$1,000,000CSL	$1,000,000CSL
-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
-Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
-Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess Umbrella Liab.	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000
	See note below						See note below
Worker's	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
& Employer's Liability							
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Professional Liab.			$1,000..000				
Erie County To Be Named Add'l Insd. On	Gen.Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen.Liab., Auto Liab., & Excess	Gen.Liab., Auto Liab., & Excess	Gen.Liab., Auto Liab., & Excess	Gen.Liab., Auto Liab., & Excess	Gen.Liab.. Auto Liab., & Excess

* Construction contracts require excess Umbrella Liability limits of $3,000,000.
** Snow removal contracts require evidence of broad form property damage.
*** In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.
**** Transportation of people in buses, vans or station wagons requires $3,000,000 excess liability.

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

V. In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the standards printed above.
VI. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.