

ERIE COUNTY

REQUEST FOR PROPOSAL (RFP) TO PROVIDE A FEASIBILITY STUDY FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION

July 5, 2017

DEPARTMENT OF ENVIRONMENT AND PLANNING
EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET
BUFFALO, NEW YORK 14202

County of Erie

**REQUEST FOR PROPOSALS
RFP# 1716VF**

I. INTRODUCTION

The County of Erie, New York (County) is currently seeking proposals from qualified consulting firms interested in providing the services listed below related to completing a **Feasibility Study for Household Hazardous Waste (HHW) Collection (Study)**. Proposers interested are invited to respond to this Request for Proposals (RFP# 1716VF).

The County has received both State and Federal grant funding to complete this Study. As a result, price proposals in response to this RFP cannot exceed \$48,000.00.

The County reserves the right to amend this RFP. The County reserves the right to reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive formalities, if such action is deemed to be in the best interest of the County. The County reserves the right to request additional information from any proposer. The County reserves the right to award negotiated contracts to one or more proposers.

This RFP is not intended and shall not be construed to commit the County to pay any costs incurred in connection with any proposal or to procure or contract with any firm.

The County will only contract with firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, citizenship status or any other status protected by New York State and Federal laws.

II. PROPOSAL PROCEDURES

A. ANTICIPATED SCHEDULE OF PROPOSAL

The following schedule is for informational purpose only. The County reserves the right to amend this schedule at any time.

RFP Advertisement Date	July 5, 2017
RFP Questions Due	August 7, 2017
RFP Question Response Date	August 14, 2017
RFP Due Date	August 21, 2017

Contract Signed: September, 2017 following all necessary County approvals.

All firms wishing to participate in this process must register electronically to paul.kranz@erie.gov. All further information and contact from Erie County will be sent electronically.

B. GENERAL REQUIREMENTS

1. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation.
2. One (1) original and four (4) copies shall be submitted. Proposals **MUST** be signed. Unsigned proposals will be rejected.
3. Submission of the proposals shall be directed to:

Department of Environment & Planning
Deputy Commissioner - Division of Environmental Compliance Services
95 Franklin Street – Room 1077
Buffalo, New York 14202

All proposals must be delivered to the above office on or before **August 21, 2017 at 2:00 p.m.** Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.

4. Any requests for RFP interpretations should be made electronically to paul.kranz@erie.gov or in writing to the County of Erie, Department of Environment and Planning, Rath Building, 10th floor, 95 Franklin Street, Buffalo, NY 14202. No requests for oral interpretations via telephone will be accepted. A single response to all questions will be made as outlined in the schedule. **NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.**
5. No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.
6. Firms are encouraged to include Certified Minority and Women Owned Business Enterprises (MBE/WBE) in their teams in order to meet Erie County's goals of 15% MBE and 5% WBE participation. Certified MBE/WBE proposers should include the Erie County certification letter with the proposal.
7. This contract will be funded wholly or partially with federal funds, and as such, is subject to all federal rules and regulations pertinent thereto, including, but not limited to, federal policy of encouraging the participation of minority and women business enterprises as sources of suppliers, equipment, construction and services.

8. Upon execution of the contract between the County and the selected consultant, the consultant will be expected to complete the Erie County Equal Pay Certification as found in EXHIBIT “E”
9. All proposers submitting proposals must include a signed cost proposal in a separately sealed envelope clearly labeled with the proposer’s name, due date of proposal, and proposal name.
10. All consultants should understand that Erie County is committed to an open, fair and transparent selection process. All RFP submissions will be reviewed, objectively scored and ranked. Short listed firms may be interviewed prior to recommendation for selection.
11. The highest ranking firm after scoring and/or interviews will be recommended to the Erie County Legislature for authorization to enter into contract. Scores and ranking of all firms will be provided to the Legislature and the results will at that time become public record.

III. SCOPE OF PROFESSIONAL SERVICES REQUIRED

A. Overview

This project will conduct a **Feasibility Study for Household Hazardous Waste (HHW) collection (Study)** in Erie County. The Study will review the current County program, study best management practices in comparable municipal jurisdictions in New York, and ultimately produce alternatives and alternatives assessment, including; outreach and promotion, contractor bidding process, regulatory requirements, implementation steps, increased inter-municipal cooperation, cost analysis, funding or revenue sources and identify a several, and a preferred, alternatives for Erie County to increase HHW collection amounts and resident HHW collection participation.

The intent is to conduct an assessment of current practices for HHW collection in Erie County and throughout the state, assess what other Counties are doing for HHW outreach, collection and disposal and analyze participation rates, collection amounts and program cost.

NOTE: A County HHW collection event is scheduled for Saturday, August 5th from 9am to 2pm at ECC North Campus in Williamsville. Interested proposers are encouraged to contact the County (see II B.4) to attend the event and observe current County HHW collection operations.

The Study will develop alternatives, cost assessments, funding mechanisms, implementation appraisals and a recommended preferred plan for Erie County to better serve the needs of residents for the proper, efficient and effective collection and disposal of household hazardous waste. This Study will include and evaluate a range of options for the current HHW program (Program) such as permanent sites, curbside pickup, collection events, satellite sites and direct service contracts.

The alternatives provided must comply with all federal, state and local rules and regulations. Options considered must include a description of all necessary and required licenses, permits and approvals associated with implementation.

B. Background

Erie County has provided single day HHW collection events to provide residents with the opportunity for disposal of HHW since 1988. The County Program currently entails two or three HHW events annually at no charge to participating residents. Collection events are held on Saturdays from 9 am to 2 pm.

A hazardous waste disposal firm, who assumes generator status, is contracted to collect and dispose of materials brought by residents. In addition, two or three local firms who accept certain waste streams at no charge assist with the event. The operation requires the participation of approximately 45 individuals which includes approximately one third paid contractor employees, one third County employees and one third local volunteers. The main tasks of event workers include vehicle unloading, material segregation and packaging, participant registration and traffic control.

Participation rates average over 850 households served per event with a peak of 1,600 served over the five hour period. All residents who arrive on site by 2 pm are serviced resulting in actual collection times extend beyond the 2 pm closing. The process regularly requires residents to experience wait times of approximately one hour or more for service. Sites that are accessible to the County which provide the necessary facilities and sufficient parking lot area to accommodate the operation of the collection events are limited. The wait time and sporadic service create a disincentive for resident participation and limits availability of this disposal opportunity to residents who live in proximity to the collection sites. Statistical data indicate that the Program, while cost effective, is limited in its effectiveness in serving the County in its entirety. Less than 1% of Erie County households have the ability to access this disposal Program each year. The Feasibility Study for Household Hazardous Waste would identify alternatives to increase Program participation, availability and ease of use.

C. Workplan

A Study to identify best management practices and an assessment of options for the Erie County HHW program would provide a path forward to increase efficiency and effectiveness of the Program. Increased efficiency of the Program would assist local governments which are tasked with providing residents with waste disposal options. Proposed alternatives should include an economic evaluation to identify options for funding and which provide cost effectiveness in the delivery of the service.

The goal of this Study is to produce a plan that will increase HHW collection amounts, control cost and increase participation at HHW collection events.

The Study will be conducted in three parts.

Part I is to review and conduct an assessment of current Erie County and local municipal government practices for HHW collection and funding, along with other similar municipal jurisdictions throughout the state, including participation rates, collection amounts and program cost.

Part II will identify best management practices for HHW management in other comparable communities.

Part III will produce an alternatives assessment, including implementation steps, regulatory compliance and cost analysis. This economic and feasibility alternatives assessment should include a range of options for the current HHW program and should include recommendations for:

- More cost-effective operations
- Increased participation
- Improvements to current operations
- Reduced HHW generation through increased public education
- Possible revenue sources and funding alternatives
- Assistance with bid specification development to reduce set up and disposal fees
- Enhanced municipal cooperation to reduce costs

The final product of the Study will be a report including a review of current County operations, a summary of HHW collections programs in New York State, specific, implementable, cost effective recommendations and a final preferred alternative for the Erie County Household Hazardous Waste Collection Program.

IV. STATEMENT OF RIGHTS

A. UNDERSTANDINGS

Please take notice, by submission of a proposal in response to this request for proposals, the proposer agrees to and understands:

- that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the County of Erie and is not a bid under Section 103 of the New York State General Municipal Law;
- submission of a proposal, attachments, and additional information shall not entitle the proposer to enter into an agreement with the County of Erie for the required services;

- by submitting a proposal, the proposer agrees and understands that the County of Erie is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- Upon execution of any contract between the proposer and the County, the proposer will be required to agree that neither it nor any consultant, subconsultant, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status or any other status protected by New York State or Federal laws during the term of or in connection with this Agreement.
- that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County of Erie, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Erie County Legislature, and the Office of the Erie County Attorney.

In addition to the foregoing, by submitting a proposal, the proposer also understands and agrees that the County of Erie reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:

- To reject any or all proposals;
- To issue amendments to this RFP;
- To issue additional solicitations for proposals;
- To waive any irregularities in proposals received after notification to proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;

- To interview the proposer(s);
- To request or obtain additional information the County deems necessary to determine the ability of the proposer;
- To modify dates;
- All proposals prepared in response to this RFP are at the sole expense of the proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- While this is a RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals **MUST** arrive at the place specified herein and be time stamped prior to the deadline.

B. EVALUATION

A Steering Committee will assist in the evaluation and selection of a consultant. Proposals will be evaluated on the response to the following in addition to the general prequalification information submitted previously or herewith. (Score sheet is shown in Exhibit “B”.)

- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.
- Proposer’s experience to perform the proposed services.
- An evaluation of the proposer’s projected approach and plans to meet the requirements of this RFP.
- Proposers **MUST** sign the Proposal Certification attached hereto as Exhibit “A”. Unsigned proposals will be rejected.
- No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

C. WRITTEN PROPOSALS

In one envelope, submit one original and four (4) copies of a written proposal.

There is no restriction on the length of a proposal; however, respondents are encouraged to be as concise as possible.

Proposals will be evaluated on the following in addition to the general prequalification information submitted previously or herewith. (Score sheet is shown in Exhibit “B”.)

The consultant shall provide:

- 1) Evidence of their experience and qualifications including the individual(s) assigned to project. Include a list of references, with contact persons
- 2) A detailed schedule, including a kickoff and regular scheduled meetings, for the project including milestones and deliverables. The consultant must demonstrate the ability to complete the project within six (6) months of the effective date of the contract signing.
- 3) A clear and concise statement, regarding the proposed delivery, cost of services and products by tasks. Include a supplemental list (Exhibit “C”) listing costs and include hours and staff assignments for each task. The budget should include cost for all administrative and material costs. Please describe all assumptions and appropriate contingencies.
- 4) Indicate if this would be a joint venture proposal with another professional organization. The reasons for a joint venture should be presented.
- 5) List any current or anticipated obligations which may affect the project or use of the identified personnel proposed for this project.

D. Expertise/Experience

- 1) Present your special expertise for the project and how these qualifications would best serve the County for this purpose. Include resumes of only those individuals that will be directly involved in the Project. (Resumes should be attached at the end of the proposal.)
- 2) Indicate what professional or technical subcontractors you would utilize for the project.
- 3) Recite a list of any similar projects within the last five years giving the size of the project in dollars, the client, including the name and phone number of the person to whom you were accountable, whether any regulatory agencies (NYSDEC and/or USEPA) were involved and if the project was completed.
- 4) Recite current and past work experience within the last five year if any, your firm has had with the County outside of the Department of Environment and Planning. Identify the other Department(s) for which the services were provided and the project title.
- 5) Indicate any personnel (either as an employee or thru a contractual relationship) who, within the last year prior to the date of this proposal, have been employed by the County. Also indicate

that person's County work title and the Department for which he/she worked. If any, an explanation of the significance of the employee on the project should be presented.

E. PRICED PROPOSAL

In a separately sealed envelope identifying your firm and the project and marked "CONFIDENTIAL - Pricing Information - To be opened by the Deputy Commissioner". Submit one signed (1) copy of your priced proposal that includes your company name and printed name of signer.

The priced proposal is to be for the entire project as described in this RFP and shall not exceed \$48,000. Exceptions or limitations in your proposal shall not be placed in the sealed priced proposal unless clearly described in the written proposal. Respondents are advised that all priced proposals are subject to negotiation at the discretion of County. The contract will be a fixed price or lump sum cost contract. Therefore, all proposals must contain a Lump Sum Cost Proposal for the scope of services delineated, inclusive of all expenses (there will be no reimbursables).

F. SELECTION

All Proposals, timely received and complete, will be evaluated and ranked by a selection committee. The evaluation is based on the written Proposals using a numerical score sheet related to the questions posed in the Proposal Guidelines. Interviews are generally not conducted, but may be called where determined to be appropriate for the evaluation.

When the evaluations of the written proposals are complete, all priced proposals will be opened. Total cost will be part of the final selection criteria.

G. CONTRACT

After selection of the successful proposer, a formal written contract will be prepared by the County of Erie and will not be binding until signed by both parties and, if necessary, approved by the Erie County Legislature and the Office of the County Attorney. **NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE ERIE COUNTY LEGISLATURE AND/OR THE ERIE COUNTY FISCAL STABILITY AUTHORITY FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE AND/OR AUTHORITY MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.**

H. INDEMNIFICATION AND INSURANCE

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

In addition to, and not in limitation of the insurance requirements contained herein the Consultant agrees:

The Consultant agrees: that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Consultant shall defend, indemnify and hold harmless the County, its officers, employees, and agents from and against the Consultant's proportional share of liability, damage, claim, demand, cost, judgment, fee, attorneys' fees, or loss which the County may sustain, be subject to, or be caused to incur because of or as a result of (a) any wrongful act, error, or omission of the Consultant or third-parties under the direction or control of the Consultant; or (b) any willful misconduct of the Consultant or third parties under the direction or control of the Consultant; or (c) any infringement of any claimed copyright or patent right of designs, plans, drawings, or specifications furnished by the Consultant or its subconsultant. Nothing contained herein shall create or give to third parties any claim or right of action against the County or the Consultant beyond such as may legally exist without regard to this provision.

Upon execution of any contract between the proposer and the County, the proposer will be required to provide proof of the insurance coverage. Insurance coverage in amount and form shall not be deemed acceptable until approved by the County Attorney.

The Consultant shall obtain and maintain at its own cost and expense, the following insurance coverage, with insurance companies licensed in the State of New York, naming the County as additionally insured where indicated, as provided and described in EXHIBIT "D", entitled "INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE", which is attached hereto and incorporated herein. The Consultant shall submit a standard insurance certificate evidencing the coverage required herein, and after approval by the Erie County Department of Law, said Certificate(s) shall be attached hereto and made apart hereof this Agreement. Any default of the terms of this provision shall render this Agreement void and of no effect.

The Consultant agrees that the General Liability, Automobile Liability, Professional Liability and Excess "Umbrella" Liability policies shall name the County as an additional insured. The Consultant agrees that insurance certificates required under this Agreement shall state that prior to cancellation, non-renewal or material change of the policies of insurance, at least thirty (30) days advance written notice shall be given to the County.

I. INTELLECTUAL PROPERTY RIGHTS

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

All deliverables created under this Agreement by the Consultant are to be considered "works made for hire". If any of the deliverables do not qualify as "works made for hire", the

Consultant hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Consultant agrees to assist the County, if required, in perfecting these rights. **The Consultant shall provide the County with at least three copies, and one electronic copy of the final report.**

The Consultant agrees to indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Consultant agrees to enable the County's continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records compiled by the Consultant in completing the work described in this Agreement, including but not limited to written reports, source codes, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Consultant may retain copies of such records for its own use.

J. NON-COLLUSION

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the County of Erie, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

K. CONFLICT OF INTEREST

All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County of Erie. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

There shall be no conflicts in existence during the term of any contract with the County. The existence of a conflict shall be grounds for termination of a contract.

L. COMPLIANCE WITH LAWS

By submitting a proposal, the proposer represents and warrants that it is familiar with all federal, state and local laws and regulations and will conform to said laws and regulations. The

preparation of proposals, selection of proposers and the award of contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

M. EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does the County have to accept or reject the proposal under the terms proposed).

EXHIBIT "A"

PROPOSER CERTIFICATION

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the County of Erie and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the County of Erie for the required services. The undersigned agrees and understands that the County of Erie is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the County of Erie, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the County of Erie and, if necessary, approved by the Erie County Legislature and Erie County Fiscal Stability Authority and the Office of the County Attorney.

It is understood and agreed that the County of Erie reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the County of Erie reserves all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County of Erie is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Proposer Name:

By:

Name and Title

Date:

“EXHIBIT “B”
QUALIFICATIONS REVIEW RATING SHEET

The selection will be based upon the following criteria (with value of each criteria shown):

- the proposers conformance to the request for proposals (0-20 pts)
- the proposers ability to complete this plan in the allocated time (0-10 pts)
- the proposers ability to show their understanding of the project (0-20 pts)
- the qualifications and resources of the firm and staff (0-10 pts)
- experience with similar projects (0-10 pts)
- cost information (0-20 pts)
- record of performance and references (0-10 pts)

Name of Project: _____

Name of Consultant: _____

Name of Rater: _____

Conformance to the request for proposals (0-20 pts) _____

Ability to complete this plan in the allocated time (0-10 pts) _____

Ability to show their understanding of the project (0-20 pts) _____

Qualifications and resources of the firm and staff (0-10 pts) _____

Experience with similar projects (0-10 pts) _____

Cost information, (0-20 pts) _____

Record of performance and references (0-10 pts) _____

TOTAL _____

Comments:

EXHIBIT "C"

MANHOOR SUMMARY SHEET

ERIE COUNTY DEPARTMENT OF ENVIRONMENT AND PLANNING

Phase I - III	PERSONNEL MANHOURS BY JOB CLASSIFICATION					TOTAL
Job Classification						N/A
Hourly Rate						N/A
Phase I hours						
Phase II hours						
Phase III hours						
Total Hours						

EXHIBIT "D"

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

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

II. CERTIFICATES OF INSURANCE

- A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"
- B. Coverage must comply with all specifications of the contract.
- C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

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

IV. Minimum coverage with limits are as follows:

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

- V. Construction contracts require excess Umbrella Liability limits of \$5,000,000. VI Coverage must be provided on a primary-noncontributory bases.
- VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.
- VIII. 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.
- IX. Waiver of Subrogation: Required on all lines unless noted
- X Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.
- XI. Workers Compensation: State Workers' Compensation / Disability Benefits Law
Use Applicable Certificates Below:

Workers Compensation Forms

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

DBL (Disability Benefits Law)

Forms

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

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

EXHIBIT E

Erie County Equal Pay Certification



COUNTY OF ERIE

MARK C. POLONCARZ

COUNTY EXECUTIVE

Executive Order #13

Pay Equity Certification on County Contracts

WHEREAS, federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964 and Federal Executive Order 11246 of September 24, 1965 (Equal Employment Opportunity) (together "Federal Equal Pay Law"), requires that men and women in the same workplace be given equal pay for equal work; and

WHEREAS, Section 194 of New York State Labor Law ("NYS Equal Pay Law") prohibits compensating men and women differently for the same work; and

WHEREAS, on average, a full-time working woman in New York State earns just 85 cents for every dollar that a man earns and the pay gap is even greater for African-American and Latina women; and

WHEREAS, females make up nearly fifty-two percent of Erie County's population; and

WHEREAS, women make up nearly half of the U.S. labor force and are a growing number of breadwinners in their families; and

WHEREAS, this pay differential shortchanges women and their families by thousands of dollars a year, and potentially hundreds of thousands of dollars over a lifetime, presenting a lifelong threat to those families' economic security and reducing their earnings through Social Security and other post retirement plans; and

WHEREAS, poverty is recognized as a leading cause of or contributing factor to many social problems, including but not limited to substance abuse, domestic violence, child abuse, improper nutrition, obesity, improper health care and criminal conduct; and

WHEREAS, the impact of pay differentials is exacerbated as workers age, causing underpaid workers to disproportionately rely upon various forms of public support in their retirement years; and

WHEREAS, pay inequity can significantly impact the County, necessitating the provision of various public subsidies for low income residents and leading to the lack of receipt of income by women residents which would be spent in our local economy; and

WHEREAS, through the enforcement of current state and federal laws that ban unequal pay for equal work, Erie County can help ameliorate the many negative consequences of pay inequality, thereby improving the lives of those who might otherwise be underpaid, strengthening families and protecting children, and reducing the demand for public services, all positively impacting county, state and federal budgets.

NOW, THEREFORE, I MARK C. POLONCARZ, Erie County Executive, by virtue of the authority vested in me by the Erie County Charter § 302, do hereby order as follows:

1. It is ordered that on and after January 1, 2015, all Erie County offices, departments and administrative units, including but not limited to the Division of Purchase, fully implement a requirement in all bids, requests for proposals and other contract solicitations that the contractor submit an Erie County Equal Pay Certification which certifies the contractor's compliance with Federal Equal Pay Law and New York State Equal Pay Law (together, the "Equal Pay Laws"). Such certification shall be required prior to execution of the contract; and it is,

2. Further ordered that such certification shall include a representation by the contractor that it has not been the subject of an adverse finding under the Equal Pay Laws within the previous five years and shall include disclosure of any currently pending claims against the contractor; and it is,

3. Further ordered that violation of any provision of the Equal Pay Laws during the effective period of such a contract or the filing of a false or misleading Erie County Equal Pay Certificate may constitute grounds for immediate termination of such a contract; and it is,

4. Further ordered that violation of any provision of the Equal Pay Laws during the effective period of such a contract or the filing of a false or misleading Erie County Equal Pay Certificate may constitute grounds for determining a bidder or responder is not qualified to participate in future County contracts; and it is,

5. Further ordered that the Law Department prepare an Erie County Equal Pay Certification for use by Erie County offices, departments and administrative units and assure compliance with this Executive Order in the contract approval process; and it is,

6. Further ordered that the County Division of Equal Employment Opportunity ("EEO") establish a procedure for compliance monitoring and periodic auditing of certification records; and it is,

GIVEN, under my hand and the Privy Seal of the County of Erie in the City of Buffalo this 6th day of November, in the year two thousand fourteen.



COUNTY OF ERIE

BY:


MARK C. POLONCARZ
ERIE COUNTY EXECUTIVE

Erie County Equal Pay Certification

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

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

Signature

Verification

STATE OF _____)
COUNTY OF _____) SS:

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

B)
_____, being duly sworn, states that he or she is the (Name of Corporate Officer) _____, of _____, (Title of Corporate Officer) _____ (Name of Corporation)

the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

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

Notary Public