



REQUEST FOR PROPOSAL (RFP)-PR1

ERIE COMMUNITY COLLEGE

State University of New York

Consultant Services for
Marketing Study Research and Planning

March 13, 2014

A. GENERAL INFORMATION

Erie Community College (ECC) is seeking to retain a professional Marketing consulting firm for the purpose of facilitating and assisting in the analysis of a marketing research study as well as a resulting marketing plan (environmental scan and brand positioning).

ECC is a State University of New York community college located in Erie County in Western New York. The college grew from a small two-year technical institute to a three campus college serving almost 21,000 unduplicated students during the fall, spring, winter and summer semesters. ECC is the second largest college in Western New York and the number one choice for area high school graduates. ECC offers A.A., A.S., A.A.S, A.O.S. degrees, as well as certificate and short-term credit and non-credit opportunities. Degrees are offered in Engineering & Technologies, Health Sciences, Business & Public Service and Liberal Arts. Presently, over 100 degree and certificate programs are offered. (For further information visit ECC's website at www.ecc.edu.)

Erie Community College Campuses:

- North Campus in the Town of Amherst, consisting of nine buildings containing 526,000 square feet constructed in the 1950's on a 116-acre site which presently serves over 6,700 students each semester;
- South Campus in the Town of Orchard Park, consisting of seven interconnected buildings containing 367,000 square feet constructed in 1972 on a 106-acre site which presently serves approximately over 4,300 students each semester; and
- City Campus in downtown Buffalo, consisting of three buildings: a 220,000 square foot former post office constructed in 1901 and renovated in 1981, a 115,000 square foot athletic center constructed in 1993 and a 52,000 square foot academic building. These three buildings occupy 4.2 acres on three adjacent city blocks and presently serve almost 3,800 students.

Additional locations include a 32,000 square foot Vehicle Technology Training Center located on almost seven acres two miles from the South Campus, and a Green Technology Training Center occupying 2,000 square feet on one acre within view of the South Campus.

In February 2012, ECC engaged a consultant and approved a new Strategic Plan.

Link: http://www.ecc.edu/Media/Website%20Resources/files/about/Strategic_Plan.pdf

B. Overview of Work Requested

Currently, ECC is seeking RESPONSES TO THIS formal Request for Proposal (RFP) that details ECC's desire to re-position the brand of the institution and to develop a strategic marketing plan. This is in response to declining enrollment, AN EXTREMELY competitive marketplace and a desire to understand the challenges facing the institution in generating STUDENT PROSPECTS and converting them through from applications to ENROLLMENT.

ECC is looking for an experienced advocate of brand execution and development projects that are based on both qualitative and quantitative research.

Execution costs of the marketing plan components include, but not limited to, agency services, direct marketing production costs, and media placement should be detailed as a part of the comprehensive plan.

It is anticipated that the above will be accomplished by obtaining a thorough understanding of the current environment (environmental scan) and ECC's competitors, as well as trends and anticipated areas where growth in enrollment can be achieved. This will include an analysis of current students and potential markets and then developing a plan to target marketing materials to current and potential students. Adjustments and refinements

to ECC's current mission and vision could be considered as a possible outcome of the marketing process. The proposal must provide the college with a recommended plan of implementation based upon the marketing analysis.

Outline for required Market Research and Planning

1. Initial Benchmark Research

Study and report on the impact of the marketplace including competition, best practices, macro-market influences and trends, and finally a look into the perceptions and attitudes of the target consumer/prospective student groups that will make a final decision to attend ECC.

Research should be conducted utilizing at least three distinct viewpoints--internal, market and consumer--so that it can be determined if the three unique viewpoints align. If they do not, the strategic planning should then focus on how marketing initiatives can help align the viewpoints.

a. Internal Viewpoint

Determine how ECC leadership, administration, faculty and key community influencers perceive ECC and its position in the marketplace. This internal viewpoint should be leveraged against the market viewpoint to determine if there is a misperception in how ECC currently is positioned or a siloed viewpoint that is not reflective of the external viewpoints.

i. Input Session with ECC Leadership

This should include senior administration as well as key board members where appropriate. The objective of these input sessions is to gain a clear and explicit understanding of ECC offerings, the internal perception of the competitive landscape, historical marketing communications, promotional activities, institutional goals, marketing goals and stakeholder perspectives.

ECC will provide any competitor information/SWOT analysis/internal research prior to any meetings. If there is any information not readily available, it will be a topic that will be covered at the beginning of the meeting. The chosen research team would develop a formal agenda and meeting outline and would facilitate the meetings.

ii. One-on-one Interviews with Key Stakeholder Groups

In conjunction with the input sessions, one-on-one interviews with key stakeholders should be conducted. As a tactic, one-on-one interviews are highly conversational and will work to effectively gather management perspectives, front-line perspectives, strategic considerations, as well as stakeholder buy-in and support of the process.

The purpose of the interviews would be to understand ECC's stakeholders' current opinions and points of view regarding the current brand and image of ECC as well as their thoughts and ideas regarding the future positioning of the institution. Individual interviews conducted should also provide an opportunity to explore key strategic issues and opportunities for organizational growth and development, as well as to solicit any concerns with the strategic direction of the branding effort.

Individuals from the following groups should be a part of the one-on-one interviews but not limited to:

1. Marketing Committee members or key board members
2. Enrollment Management team
3. ECC Senior Executive Staff
4. ECC faculty, staff and student representatives

5. Key community influencers/political representatives
6. Alumni
7. Other

b. Market Viewpoint

Determine if any research is currently available from internal resources. The research will help us to develop a snapshot of the market and what macro and micro factors are influencing business for ECC.

i. Secondary Research

Conduct research using specific data available from third-parties on market trends, competitor programs and offerings, positioning and any other market conditions relevant to making recommendations. This includes Scarborough, Neilson and other syndicated data sources. This research would be aggregated and reported to ECC with analysis.

The following should be part of the secondary research portion of the project:

1. Review and summarize salient brand related points from existing research including:
 - a) JMZ Report
 - b) Buffalo Billion Investment Development Plan
 - c) Government Databases:
 - i. Census
 - ii. National Center for Education Statistics
 - d) ECC information
 - i. Student databases/Internal databases
 - ii. Other research conducted by and for the school
2. Look for examples of similar schools nationally that have crafted a successful brand/repositioning and marketing staffing and structure
3. Examine what methods and messages other local competitors are utilizing and map out the position of ECC marketing versus competitors

c. Consumer Viewpoint

Consumer research aims to gather an in-depth understanding of perceptions, attitudes and behavior, and the reasons that govern such behavior. This is especially important to ECC that we understand the dynamic of choosing to learn more about ECC, what prompts the application process, and ultimately why students choose to attend or not attend once accepted. Understanding this perception, the influences and decision process will help to craft better messaging to target groups, understand what barriers exist to enrollment for prospective students, provide better targeting of marketing initiatives, and ultimately provide a path to increasing enrollments. Utilize a team inquire and apply to the college to help identify efficiencies and deficiencies within our student intake process (secret shopper).

i. Focus groups with key stakeholder groups

Qualitative methods investigate the why and how of decision making, not just what, where and when. Smaller but focused samples are more often used than large samples. Focus groups should be employed to understand current and desired brand positioning perspectives and to uncover any other issues from the student's perspective. This enables the exploration of psychological differences among various groups as well as values, benefits desired, cultural or lifestyle differences. We need to find out what spot ECC currently occupies in the customers mind, and reveal new ways to approach them in-market. Typically, duplicative focus groups are conducted to determine any bias and increase perspective. Due to anticipated budgets and the role of quantitative research immediately following the focus groups, one group per target would be completed. For this, individuals from the following groups should be a part of the research. It will be important that ECC seek a mix of individuals from representative areas of Western New York.

In total, there should be six focus groups:

1. Prospects: High school students and their parents (1)
2. Prospects: Non-traditional students (1)
3. Browsers and Lost Prospects: Students who requested program info or attended an info session within the last one to two years but did not apply and accepted applicants who did not enroll at ECC (1)
4. Students: Accepted applicants who are currently enrolled at ECC (1)
5. Alumni: Recent graduates of ECC (1)
6. Other: Students who are currently in or are recent alumni of other community college programs (1)

The goal here should be resolution. It is important to uncover what is real and what the facts are. Confirmatory methods are applied to narrow options and concentrate efforts along the optimal path. Narrow questions along with numerical data from a sample of participants that answer the questions should be collected. The numbers should yield an unbiased quantitative result that can be generalized to the larger population.

ii. Online and phone surveys

Online and phone surveys should be conducted to understand opinions of individuals vs. opinions of the community as a whole. Individuals from the following groups should make up the survey pool:

1. Current students (paper in class, or online)
2. Prospective students/parents – traditional and non-traditional (telephone)
3. Alumni (telephone)

d. Summary Report

Once the surveys have been completed, a comprehensive report will be produced and used as guidance for the remainder of the project.

2. Brand Development

a. Initial development of creative

Findings from the interviews, surveys and focus groups should then begin the brand development process.

The deliverables from this process should be as follows:

1. Conceptualization and development of several brand ideas
2. Identification of supporting ECC value propositions and benefit messages
3. Focused working session with Strategic, Enrollment and Marketing Committees for review and input
4. Refinement of all presented creative per focused working session
5. Development of three to four unique brand concepts and any associated messages or graphic materials

b. Test creative with Panel

In order to determine validity and resonance of the branding concepts, a panel review should be employed to test preference and effectiveness after the creative concepts have been finalized. For this panel, the same individuals from the earlier study need to be convened. This process eliminates the need for more expensive follow up focus groups for brand testing and will allow those familiar with previous interactions to help evaluate follow up brand development. The panel groups should be recruited during the focus groups and phone surveys and utilized during the process as needed.

c. Summary Report

Once the surveys have been completed, a comprehensive report will be produced and used as guidance for the remainder of the project.

3. Comprehensive Branding and Research Report

All data, data inferences, insights and verbatim from one-on-one interviews, focus groups and the panel will need to be used to create one comprehensive report. This report will serve as the benchmark for future marketing efforts and subsequent research.

4. Finalize Branding

An executive summary of the comprehensive report and noted input from panel, as well as ECC Marketing Committee and Enrollment Management guidance, will need to be used to finalize the creative brand deliverables for the re-positioning of ECC. This would include all elements needed for the execution of the strategic marketing plan.

5. Strategic Marketing Plan Development

Research, goals and budget should be used to determine the best marketing mix and a formal strategic marketing plan. ECC will require a written, executable marketing plan to use for 2014 and beyond.

6. Definition of Benchmarks and Tracking Protocols

ECC, along with the consultant, would establish appropriate goals and benchmarks against which marketing communication efforts will be measured. These benchmarks would be used to implement tracking protocols that would define if goals are being achieved and provide opportunity for further feedback as the marketing plan is executed.

7. Execution of Marketing Plan

Once planning, brand development, benchmarking and tracking are completed, the plan would be executed. The awarded consultant will need to work with ECC to execute any necessary elements of the plan needed.

8. Optimization and Reporting

Once the plan is executed, the consultant will work with ECC's internal resources to determine the success of the plan, determine opportunities to improve future initiatives and provide recommendations on any revisions to the strategic marketing plan.

Key Deliverables:

1. An analysis of ECC's customers (and potential markets) and their expectations of ECC. Customers and potential markets include, but are not limited to, high school students, current and recent graduates, current college students, parents of the above, non-traditional students (adults who are looking for a career change, lost a job and are unemployed, looking for a new skill set to make themselves marketable, upgrade skills for advancement in current job), local companies interested in sending employees to ECC for additional training. In addition, it is expected the successful firm to identify any additional potential customers not listed above.
2. Identifiable metrics that both help to measure progress on the plan and also tie priorities of the plan to the ECC Mission, Strategic Plan and Institutional Effectiveness Indicators (IEI). The metrics will also be the basis for institutional assessment tied to resource allocation.
3. Solicit feedback from focus groups involving our current students, recent graduates and parents to find out why they chose to come to ECC.

4. A resource analysis of the ECC Public Relations department. Review size, structure, resources and responsibilities and vehicles of communication (social media, web, mobile). Research comparative colleges to determine proper and effective staffing and structure based on similar enrollment and size. Make recommendations to help best service the college and the community while identifying additional resources if needed to execute proposed marketing plan.
5. Develop and deliver an annual direct mail strategic plan. Report on campaigns to compliment proposed marketing plan while focusing on key event and recruitment opportunities to targeted markets. Includes personalized mailings with schedules and proposed cost projections for list services, design, print and postage.
6. A presentation of determinations and outcomes at a meeting of the ECC Board of Trustees prior to final submission of the plan.
7. Final report in the form of hardcopy and an electronic file is required for internal distribution.

C. BID SPECIFICATION REQUIREMENTS

1. General

- a. Your response to the RFP should address, at a minimum, each of the items outlined below. You may add additional information that you deem appropriate.
- b. In order for the consulting firm to be considered, ten (10) copies of your proposal must be received no later than **April 1, 2014, addressed to Jack Foley, Assistant to the President, Erie Community College, 121 Ellicott Street, Buffalo, NY 14203**. Please see the last page of key dates.
- c. Your Cost Proposal/Fee must be submitted **in accordance with Item #5 below**.
- d. Cost proposals should consider our **budgeted amount of \$100,000**.
- e. Should you have any questions concerning this RFP, please contact Jack Foley at the above address, or call (716) 851-1114, Fax (716) 851-1029.
- f. Erie Community College does not assume any responsibility or liability for costs incurred by consultants responding to this Request for Proposal, or any subsequent requests for data, interviews, etc. prior to issuance of a formal executed contract.
- g. Erie Community College will only consider firms that demonstrate ability and experience in projects of similar nature and complexity, and reserves the right to reject any or all proposals, or to award contracts in whole or in part.

2. Qualifications and Experience

- a. Please limit your presentation of qualifications data to not more than 10 pages, exclusive of resumes and other forms.
- b. Provide a summary of experience you have with the subject scope of work. Identify specific qualifications which you feel qualifies your firm to perform this work.

- c. Identify all college related projects that you have done within New York State and/or marketing studies and planning and the date you completed same.
- d. Provide a description, location, date of completion and client contact person regarding projects carried out by your firm within the last five years which are comparable in scope to the proposed project. The projects must have been carried out by person(s) who will be assigned to this project.
- e. Identify all proposed consultant firms that may be subcontracted with their qualifications and proposed staff.
- f. Provide the names and resumes of all professionals to be assigned to the project and identify the project manager. Provide the job title(s), task(s), and hours proposed for the assigned staff of your firm and your proposed consultants.

3. Approach

- a. Provide a detailed plan describing how you plan to approach the project and maintain the proposed time frame. This element of the proposal shall identify the duties and responsibilities of key individuals and extent of their daily involvement with the project. Identify any significant factors that you wish to bring to our attention.
- b. Demonstrate understanding of the principals and practices of the skills associated with analyzing market demand and developing a marketing strategy for a higher education institution.

4. Project Schedule and Team Capacity

- a. Provide a detailed schedule of the work, based on the hours proposed for the assigned staff of your firm and any proposed consultants subcontracted with. The schedule shall identify the durations for each of the key activities that appear in your planned approach.
- b. Provide a statement clearly indicating that you have the capacity to perform within the designated time frame. If you cannot perform within the stated time frame, please indicate the minimum time that you anticipate may be required

5. Cost Proposal/Fee

Your proposal/fee should clearly identify each of the following:

1. The task(s), job title(s), hours proposed, and proposed costs for all consultants involved in the project.
2. Summarize the total hours, and cost for each task.
3. Provide a grand total for all services proposed for the project. It is anticipated that the project cost will not be substantial given the work completed to date and the studies performed.
4. Cost proposals should consider our budgeted amount of \$100,000.

6. Proposal Outline

Please assemble your response to the RFP in the following order:

1. Qualifications and Experience
2. Approach
3. Project Schedule and Team Capacity
4. Cost Proposal/Fee

7. Review and Selection Criteria

The review and selection criteria shall be based on the written proposals and responses during any interview sessions if conducted. A listing of the criteria in the order of their importance is as follows:

1. Qualifications and experience with projects of similar scope or complexity including work on projects with community colleges, SUNY and local institutions
2. Approach and presentation
3. Project Schedule and Team Capacity
4. Cost Proposal/Fee
5. Familiarity with ECC and the project area
6. Selection will be based on a grading system

8. References

Please provide addresses, phone numbers and contact persons for the work identified in paragraphs 2.d. and 2.e. above.

9. Other Information

Provide any other information that you believe would be appropriate.

10. Schedule of Key Events

The following schedule shows the approximate dates in the consultant selection process. The schedule is included to give a general idea of the time frame; however, the college will not be bound by these dates:

<u>Event</u>	<u>Approximate Date</u>
RFP Issued	March 14, 2014
Proposal Due Date	April 4, 2014
Potential telephone interviews	April 10, 11, 2014
Consultant Selection	April 25, 2014
Letter of Intent Issued	April 30, 2014
Completion of Project	June 30, 2014

** Please note that the contract may be subject to Erie County Legislative Approval which may add additional time to the time frames herein.

BUSINESS OFFICE / PURCHASING DEPARTMENT
FORMAL INVITATION TO SUBMIT A PROPOSAL

PLEASE READ THE FOLLOWING INSTRUCTIONS PRIOR TO SUBMITTING YOUR PROPOSAL

Proposals, as stated below, will be received and publicly opened by the Erie Community College, Department of Purchase in accordance with the attached specifications.

For Formal Bids: FAXED OR EMAILED PROPOSALS WILL NOT BE ACCEPTED. Proposals must physically arrive in **ROOM 170A** at the following address prior to the opening and time stamped in order to be considered Proposals must be submitted to the following address:

Erie Community College
President's Office
Jack Foley
121 Ellicott St.
Buffalo, NY 14203

Typical business hours at Erie Community College are 8:00am to 4:00pm Monday through Friday. Please note that the offices are not staffed on weekends.

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

RFP NUMBER: **PR1**

OPENING DATE: **April 4, 2014** TIME: **3:00 p.m.**

FOR: **Marketing Study Research and Planning**

NAME OF BIDDER: _____

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

The following EXHIBITS are attached to and made a part of the bid specification and part of any agreement entered into pursuant to this Invitation to Proposal:

<u> X </u> EXHIBIT "A"	- Assignment of Public Contracts
<u> X </u> EXHIBIT "B"	- Purchases by Other Local Governments or Special Districts
<u> n/a </u> EXHIBIT "C"	- Construction/Reconstruction Contracts
<u> n/a </u> EXHIBIT "D"	- Bid Bond (Formal Bid)
<u> n/a </u> EXHIBIT "E"	- Bid Bond (Informal Bid)
<u> X </u> EXHIBIT "G"	- Non-Collusive Bidding Certification
<u> X </u> EXHIBIT "H"	- MBE/ WBE Commitment
<u> X </u> EXHIBIT "IC"	- Insurance
<u> X </u> EXHIBIT "J"	- Instructions to Bidders
<u> n/a </u> EXHIBIT "P" & EXHIBIT "PBI"- Performance Bond	
<u> n/a </u> EXHIBIT "PW"	- Prevailing Wage Certification

Exhibit G must always be completed and returned with bid submission, & Exhibit PW if checked above.

Erie Community College Insurance Certificate, Workers Compensation Form & Disability Certificate should be attached to your Proposal if required and checked above.



EXHIBIT "G"

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this Proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint Proposal 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 Proposal 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 Proposal 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 FOLLOWING CERTIFICATION

AFFIRMED UNDER PENALTY OF PERJURY THIS _____ DAY OF _____, 20 _____

TERMS _____ DELIVERY DATE AT DESTINATION _____

FIRM NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

FEDERAL ID# _____ MBE _____ WBE _____

WILL YOU REQUIRE A 1099 FORM? YES _____ NO _____

AUTHORIZED SIGNATURE _____

PRINT NAME OF AUTHORIZED SIGNATURE _____ TITLE _____

TELEPHONE # _____ FAX # _____ EMAIL ADDRESS _____

DEPARTMENT OF PURCHASE

EXHIBIT "J" - INSTRUCTIONS TO BIDDERS AND THOSE SUBMITTING REQUESTS FOR PROPOSALS (FORMAL)

1. THE PROPOSAL SHALL BE SUBMITTED ON THESE ERIE COMMUNITY COLLEGE (ECC) FORMS or proposal will not be considered. Proposal 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 DOCUMENT MUST BE RETURNED INTACT. **A CONTRACT WILL BE PREPARED FOR THE SUCCESSFUL BIDDER THAT INCORPORATES ALL OF THE TERMS IN THIS PACKAGE.**
2. LATE PROPOSALS. Any proposals received in the ECC Department 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 ECC facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Department of Purchase control, only bids received in the Department 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 PROPOSAL OF THE INQUIRY AS PUBLISHED BY ERIE COMMUNITY COLLEGE 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. ERIE COMMUNITY COLLEGE RESERVES THE RIGHT TO REJECT any and all proposals, 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. Erie Community College does not obligate itself to accept the lowest or any other proposal.
6. AWARD TO THE LOWEST RESPONSIBLE BIDDER. For the purpose of determining which bidder is the lowest qualified responsible bidder, it shall be the lowest three bidders' responsibility, within FIVE DAYS of being so notified by the Department of Purchase, to present information and documentation to the Department of Purchase, or committee reviewing the Proposal, if applicable, to satisfy Erie Community College 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/OR ERIE COMMUNITY COLLEGE AND APPROPRIATED THEREFOR, AND NO LIABILITY ON ACCOUNT THEREOF SHALL BE INCURRED BY THE COUNTY OR COLLEGE 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 Erie Community College 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 Erie Community College Director of Purchase.
11. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY ERIE COMMUNITY COLLEGE. 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 ERIE COMMUNITY COLLEGE. Proposals 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 Erie Community College Purchase Order is an exemption certificate. Any applicable taxes from which Erie Community College is not exempt shall be listed separately as cost elements, and added into the total net bid.
13. THE SUCCESSFUL BIDDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision of regulatory body which may apply to its performance under this contract

14. GRATUITIES, ILLEGAL OR IMPROPER SCHEMES. Erie Community College 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. Erie Community College may also terminate this agreement if it is determined that the successful bidder engaged in any other illegal or improper scheme promoting 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, Erie Community College shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.
15. INSURANCE AND DEFENSE AND INDEMNITY: 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, amounts and minimum coverage specified in Exhibit IC, unless otherwise stipulated in these Bid Specifications. In addition, as noted in the insurance specifications, the County of Erie and Erie Community College shall be named as additional insured on all policies as indicated and subrogation must be waived as indicated in the instructions and sample forms. **IF THE INSURANCE IS NOT PROVIDED IN ACCEPTABLE FORM WITHIN THIS PERIOD OF TIME, THEN THE BUSINESS MANAGER 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 Community College Standard Insurance Certificate, Exhibit IC. In addition to, and not in limitation of the insurance provisions contained in Exhibit IC, the Successful Bidder agrees that it will defend, indemnify and hold harmless the County of Erie and Erie Community College, their agents, officers and employees from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform under this Agreement by the Successful Bidder or third parties under the direction and control of the Successful bidder; and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.
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. Erie Community College's policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, Erie Community College will take the discount when payment is made. Erie Community College 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. Erie Community College may, as the need arises, through the Business Manager, 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 Erie Community College through the Business Manager.
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 Department 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 is to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what stage of completion may be rejected and shall be made good by the contractor at his own expense.

22. CONTRACTOR SHALL PROVIDE DUMPSTERS, IF NEEDED, CLEAN UP and remove all debris and rubbish resulting from the work from County property and leave the premises broom clean to the approval of the department head.
23. THIS BID IS FIRM AND IRREVOCABLE for a period of 90 days from the date and time of the bid opening. If a contract is not awarded within the 90 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 Department of Purchase. Upon withdrawal of the bid pursuant to this paragraph, the Department of Purchase will forthwith return the bidder's security deposit.
24. PRICES CHARGED TO ERIE COMMUNITY COLLEGE 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 Erie Community College'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 Erie Community College. All extensions shall be submitted in writing and shall have prior approval by the Erie Community College, Business Manager.
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 Erie Community College 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, Erie Community College 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 Erie Community College.
 - 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.
30. STATUS AS AN INDEPENDENT CONTRACTOR: The successful Bidder to whom the bid is awarded and the County and Erie Community College agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the County, or College or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither the Bidder nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or College or any department, agency or unit thereof.
31. GOVERNED BY NEW YORK LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of New York without regard to conflicts of law. In addition, the parties hereby agree that jurisdiction over any cause of action arising out of this Agreement shall be vested in the New York State Supreme Court for the County of Erie.



DEPARTMENT OF PURCHASE

TO FACILITATE CORRECT DRAWING AND EXECUTION OF CONTRACT, BIDDER SHALL SUPPLY FULL INFORMATION CONCERNING LEGAL STATUS:

FIRM NAME

ADDRESS OF PRINCIPAL OFFICE STREET _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE # _____ FAX# _____

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 _____

STATE _____ ZIP _____

NAMES AND ADDRESSES OF PARTNERS:



DEPARTMENT OF PURCHASE

Exhibit "A"

ASSIGNMENT OF PUBLIC CONTRACTS

GENERAL MUNICIPAL LAW - Section 109:

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

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

NO ASSIGNMENT OF ANY AGREEMENT pursuant to this bid shall be made without specific prior approval, in writing, by the Erie Community College, Business Manager.



DEPARTMENT OF PURCHASE

Exhibit "B"

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 87 participants:

1. When in the opinion of the Director of Purchase it will not create any burden or hardship upon the County and the anticipated prices will not be adversely affected thereby, the Director is authorized when he deems appropriate and as may be requested by the participants to provide in any particular County bid specification that the participants in Erie County shall have the right to make purchases based upon the bids received by the County.

2. The County Purchase Director, within the limits of his time and manpower, shall disseminate relevant contract information to the participants.

3. The participants in County contracts will issue purchase orders directly to vendors within the specified contract period referencing the County contract involved and be liable for any payments due on such purchase orders.

Bidders shall take notice that as a condition of the award of a County contract pursuant to these specifications; the successful bidder agrees to accept the award of a similar contract with any of the participants in Erie County if called upon to do so. The County, however, will not be responsible for any debts incurred by participants pursuant to this or any other agreement.

Necessary deviations from the County's specifications in the award of a participant's contract, particularly as such deviations may relate to quantities or delivery point shall be a matter to be resolved between the successful bidder and participants. All inquiries regarding prospective contracts shall be directed to the attention of:

AKRON CENTRAL SCHOOL DISTRICT, District Clerk, 47 Bloomingdale Ave., Akron, NY 14001
AKRON VILLAGE OF, Clerk-Treasurer, 21 Main St., Akron, NY 14001
ALDEN CENTRAL SCHOOL DISTRICT, District Clerk, 13190 Park St., Alden, NY 14004
ALDEN TOWN OF, Town Clerk, Town Hall, 11901 Broadway, Alden, NY 14004
ALDEN VILLAGE OF, Village Clerk, 13336 Broadway, Alden, NY 14004
AMHERST CENTRAL SCHOOL DISTRICT, Business Manager, 4301 Main St., Amherst, NY 14226
AMHERST TOWN OF, Highway Superintendent, Town Hall, 5583 Main St., Williamsville, NY 14221
AMHERST TOWN OF, Town Supervisor, Town Hall, 5583 Main St., Williamsville, NY 14221
ANGOLA VILLAGE OF, Clerk-Treasurer, 41 Commercial St., Angola, NY 14006
AURORA TOWN OF, Town Clerk, Town Hall, 5 S. Grove St., E. Aurora, NY 14052
BLASDELL VILLAGE OF, Clerk-Treasurer, 121 Miriam St., Blasdell, NY 14219
BOCES, ERIE #1, Clifford N Crooks Svc Ctr., 355 Harlem Rd., West Seneca, NY 14224-1892
BOCES, ERIE CATTARAUGUS #2, Assistant Superintendent, 3340 Baker Rd., Orchard Park, NY 14127
BOSTON TOWN OF, Town Clerk, Town Hall, 8500 Boston State Rd., Boston, NY 14025
BRANT TOWN OF, Town Clerk, Town Hall, Brant North Collins Rd., Brant, NY 14027
BUFFALO BOARD OF EDUCATION, Purchasing Agent, 408 City Hall, Buffalo, NY 14202
BUFFALO CITY OF, Division of Purchasing, 1901 City Hall, Buffalo, NY 14202
BUFFALO SEWER AUTHORITY, General Manager, 1038 City Hall, Buffalo, NY 14202-3378
CHEEKTOWAGA CENTRAL SCHOOL DISTRICT, 3600 Union Rd., Cheektowaga, NY 14225
CHEEKTOWAGA-MARYVALE UNION FREE SCHOOL DIST, Dist Clk, 1050 Maryvale Dr., 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 Manito St., Depew, NY 14043

Exhibit "B," Cont.

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 Purchasing, 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 TONA 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 CENTRAL SCHOOL DISTRICT 177 Central Avenue Lancaster NY 14086
LANCASTER TOWN OF, Town Clerk, 21 Central Ave., 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 DIST, Asst. Super Bus& Supp 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 Rieman St., Sloan, NY 14212
SNYDER VOL. FIRE DEPT., Fire Commissioner, 4531 Main St., 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, Dir 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 Ave., Tonawanda, NY 14150
TONAWANDA CITY SCHOOL DISTRICT, District Clerk, 202 Broad St., Tonawanda, NY 14150-2098
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 DIST, 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 Rd., West Seneca, NY 14224
WILLIAMSVILLE CENTRAL SCHOOL DIST., Dist.Clerk, 415 Lawrence Bell Dr., PO Box 9070, Williamsville, NY 14231
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



DEPARTMENT OF PURCHASE

Exhibit "C"

CONSTRUCTION/RECONSTRUCTION CONTRACTS

1. DISCRIMINATION. The successful bidder agrees:

(a) that in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

(b) that no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national origin;

(c) that there may be deducted from the amount payable to the contractor by Erie Community College under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

(d) that this contract may be cancelled or terminated by Erie Community College and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and

(e) the aforesaid provisions of this section covering every contract for or on behalf of Erie Community College for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
(N.Y. State Labor Law Article 8 Section 220-e)

(f) Provisions of the State Law Against Discrimination also prohibit discrimination in employment because of age.

2. CONSTRUCTION, RECONSTRUCTION, OR REPAIR CONTRACTS FOR PUBLIC WORKS FACILITIES are subject to minimum wage rates, as established by the State of New York Department of Labor. The successful bidder on any contract for public works to which the provisions of the New York State Labor Law Article 8 apply agrees that:

(a) No laborer, workman or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property.
(Section 220, subd. 2, N.Y. State Labor Law)

(b) Each laborer, workman or mechanic employed by the contractor, subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the contract shall be paid not less than the hourly minimum rate of wage and provided supplements not less than the prevailing supplements as designated by the New York State Industrial Commission.
(Section 220, subd. 3, N.Y. State Labor Law)

Wage and supplement rates are on file in the Department of Purchase.

3. AFFIRMATIVE ACTION PROGRAM AFFECTING CONSTRUCTION CONTRACTS. The Erie County Legislature has adopted a resolution directing that County Construction Contracts require the contractor to take affirmative action to secure equal opportunity for minority group workers and to comply with the Affirmative Action Program of the County of Erie. The Legislative resolution provides that a contract for the purchase of equipment involving installation work by building trade employees shall be considered a construction contract if the number of such employees on the job site shall at any time exceed ten (10). If the contractor intends to have more than ten (10) such employees on the job site at any one time, it shall be the contractor's obligation to make a written request to the Director of the Division of Purchase for a copy of the special conditions pertaining to affirmative action. The contractor shall not, at any time, place more than ten (10) such employees on the job site except in compliance with the said resolution and the said special conditions.



Exhibit "H"

MBE/WBE COMMITMENT

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

SECTION 1.

A. The supplier of all purchase contracts involving an expenditure of more than \$15,000.00 may take affirmative action to utilize bona fide minority business enterprises (MBE) and women business enterprises (WBE) on all contracts with ECC. Affirmative action may include:

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

B. All bidders may submit, with a bid, a list of all MBEs and WBEs from whom the supplier has solicited bids, or with whom the supplier has signed a binding contractual agreement, or with whom the contractor is presently negotiating an agreement, for the purpose of meeting the MBE and WBE utilization goals provided in subdivision (A) (5) above.

C. As evidence of compliance with the goals set forth in subdivision (A) (5) above, the supplier may submit to the ECC Department of Purchase, at the bid opening, a schedule for MBE and WBE participation listing the MBEs and WBEs with whom the supplier intends to utilize; specifying the agreed upon price to be paid for such goods and identifying in detail the contract item or items to be supplied by each MBE and WBE.

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

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

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

NOTE: It is the prime vendor's responsibility to obtain MBE/WBE vendors and NOT Erie Community College. However, some vendors may be obtained online at www.erie.gov/depts/eeo or from:

Mr. Jesse L Burnette
Director
Erie County Division of E.E.O.
95 Franklin Street
Room 625
Buffalo, New York 14202
(716) 858-7542

Exhibit "IC" - INSTRUCTIONS FOR ERIE COMMUNITY COLLEGE STANDARD INSURANCE CERTIFICATE

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery or merchandise or equipment.
- II. CERTIFICATES OF INSURANCE
 - A. Shall be made to the "County of Erie and Erie Community College, 4041 Southwestern Blvd. Orchard Park, NY 14127"
 - 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.
- III. Forward the completed certificate to: County of Erie, Erie Community College, Purchasing Department, 4041 Southwestern Blvd., Orchard Park, NY 14127

If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

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	H Athletic Fields and Gyms
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	\$1,000,000
General Aggregate	\$2,000,000							
Products Comp. Ops.	\$2,000,000							
Blanket Broad Form	Not Excluded or Limited		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Contractual Liability								
Broad Form P.D.								
X.C.U. (explosion, collapse, Underground)								
Athletic Participation Liability								INCLUDE
Liquor Law				INCLUDE				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	\$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		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	\$1,000,000
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000					
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	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-non-contributory basis.

VII. Designated Construction Project General Aggregate Limit Per Location 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 Board form DB-155 is required for proof of compliance with the New York State Disability Benefits Law.

Locations of operation shall be "All locations in Erie County, New York."

For those entities who request permits, licenses, or contracts are required to provide either an Affidavit of Exemption (BP-1) or Certificate of Insurance 105.2, Certificate of Self Insurance SI-12, DB-155, or a Certificate of Attestation CE-200 to evidence exemption of coverage by statute.

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.

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

WORKERS' COMPENSATION REQUIREMENTS UNDER WORKERS' COMPENSATION LAW §57

To comply with coverage provisions of the Workers' Compensation Law ("WCL"), businesses must:

- A) be legally exempt from obtaining workers' compensation insurance coverage; or
- B) obtain such coverage from insurance carriers; or
- C) be a Board-approved self-insured employer or participate in an authorized group self-insurance plan.

To assist State and municipal entities in enforcing WCL Section 57, businesses requesting permits or seeking to enter into contracts **MUST provide ONE** of the following forms to the government entity issuing the permit or entering into a contract:

- A) CE-200, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required;

Starting December 1, 2008, Form CE-200 can be filled out electronically on the Board's website, www.wcb.state.ny.us, under the heading "Forms." Applicants filing electronically are able to print a finished Form CE-200 immediately upon completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers' Compensation Board. Applicants using the manual process may wait up to four weeks before receiving a CE-200. Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the government agency from which he/she is getting the permit, license or contract.

OR

- B) C-105.2 -- Certificate of Workers' Compensation Insurance (the business's insurance carrier will send this form to the government entity upon request) **PLEASE NOTE:** The State Insurance Fund provides its own version of this form, the U-26.3; **OR**

- C) SI-12 -- Certificate of Workers' Compensation Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247), **OR** GSI-105.2 -- Certificate of Participation in Worker's Compensation Group Self-Insurance (the business's Group Self-Insurance Administrator will send this form to the government entity upon request).

DISABILITY BENEFITS REQUIREMENTS UNDER WORKERS' COMPENSATION LAW §220(8)

To comply with coverage provisions of the WCL regarding disability benefits, businesses may:

- A) be legally exempt from obtaining disability benefits insurance coverage; or
- B) obtain such coverage from insurance carriers; or
- C) be a Board-approved self-insured employer.

Accordingly, to assist State and municipal entities in enforcing WCL Section 220(8), businesses requesting permits or seeking to enter into contracts **MUST provide ONE** of the following forms to the entity issuing the permit or entering into a contract:

- A) CE-200, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required;

Starting December 1, 2008, Form CE-200 can be filled out electronically on the Board's website, www.wcb.state.ny.us, under the heading "Forms." Applicants filing electronically are able to print a finished Form CE-200 immediately upon completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers' Compensation Board. Applicants using the manual process may wait up to four weeks before receiving a CE-200. Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the government agency from which he/she is getting the permit, license or contract.

OR

- B) DB-120.1 -- Certificate of Disability Benefits Insurance (the business's insurance carrier will send this form to the government entity upon request); **OR**

- C) DB-155 -- Certificate of Disability Benefits Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247).

Please note that **for building permits ONLY**, certain homeowners of 1, 2, 3 or 4 family owner-occupied residences serving as their own General Contractor may be eligible to file Form BP-1. (The homeowner obtains this form from either the Building Department or on the Board's website, www.wcb.state.ny.us, under the heading "Forms.")

