



## COUNTY OF ERIE

MARK C. POLONCARZ  
COUNTY EXECUTIVE

### REQUEST FOR PROPOSAL

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

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

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

RFP NUMBER: 1335VF

OPENING DATE: 1/15/2014 TIME: 2:00 PM

FOR Tree Inventory at Akron Falls and Como Lake Parks  
NAME OF COMPANY:

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

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

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

**County of Erie**  
**NON-COLLUSIVE BIDDING CERTIFICATION**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;

(2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**NOTICE**

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

**PROPOSAL NOT ACCEPTABLE WITHOUT THE FOLLOWING CERTIFICATION:**

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

TERMS \_\_\_\_\_ DELIVERY DATE AT DESTINATION \_\_\_\_\_

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_ ZIP \_\_\_\_\_

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

AUTHORIZED SIGNATURE \_\_\_\_\_

TYPED NAME OF AUTHORIZED SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

**County of Erie**  
**Department of Parks, Recreation and Forestry**  
**Price Page**

Ship to: COUNTY OF ERIE  
 Attention: Department of Parks, Recreation & Forestry  
 Address 95 Franklin St, Room 1254  
Buffalo, NY 14202

ITEM NO.	QUAN-TITY	U/M	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Questions via Email (Edward.Kowalski@erie.gov)		
			Due 1/6/2014		
			Answers to be posted on 1/10/2014		
			RFP submission must include: cover letter, statement of		
			understanding of the project, proposed methodology and		
			project schedule, qualifications (overall qualifications,		
			description of project team- including resumes, organizational		
			chart indicating staff and their responsibilities, relevant project		
			experience) and three (3) references.		
			Cost to complete Base Proposal (Part I) \$_____ per		
			six (6) month contract.		
			Cost to complete Alternative Proposal A (include Part II work		
			In addition to the Baseline Proposal) \$_____ per six		
			(6) month contract.		

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

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

**NAME OF COMPANY**

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(Rev. 9/95)

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

I. **SCOPE OF OPERATION:**

The New York State Department of Environmental Conservation has awarded Parks a grant to conduct tree inventories at two Erie County Parks – Como Lake Park and Akron Falls Park. Akron Falls Park is 290 acres, with approximately 145 acres of maintained area and 145 acres of natural area. Como Lake Park is 524 acres, with approximately 262 acres of maintained area and 262 acres of natural area. Maps showing the parks are attached. (Attachment 1).

The inventories will identify all trees located on maintained mowed areas on the properties, as well as risk trees located on the margins the maintained areas. If the budget allows, risk trees located along maintained paths/public trails in natural areas in the park will also be inventoried.

The inventory will catalog tree description and location information for these trees including GPS coordinates. Each tree inventoried will also have an aluminum tag with a unique number nailed or hung on the tree. Tags shall be 1 - 1/4" diameter x .05" thick. Newly planted trees and trees with less than 4" DBH shall have tags hung on a branch at eye level.

In addition to the trees in the maintained areas of the parks, the contractor will also complete a sample tree inventory of the natural or forested areas. Random sample plots of the forested areas will be inventoried in order to have a better understanding of their composition and management needs.

The data collected on each tree inventory will include:

- park name;
- management unit or plot number;
- tree number;
- tree genus, species and common name;
- DBH (diameter breast height) - Diameter in inches at 4 ½ feet above grade. Multi-stem trees that separate below DBH shall be recorded as a single tree and diameters shall be recorded separately on the same attribute entry (EX. 12/12/12 for a tree with three 12" stems below DBH);
- crown width;
- management need; condition – good, fair, poor, dead – based on an evaluation of the health and structure of the tree;
- location – good, fair, poor;
- site type – lawn, tree lawn, tree pit, natural area; and
- GPS coordinates.

- A “General Comments” attribute noting miscellaneous conditions such as HAZARD TREE, large deadwood over shelter, insect or disease issues shall be included in the data collection.

The contractor will also work with the GIS office in the Erie County Department of Environment and Planning prior to the inventory to manage data to best suit the County’s GIS system. The inventory’s digitally formatted data will undergo quality review and will be imported into Erie County’s GIS system.

The contractor will provide a written report of the inventory to Erie County. This report will summarize the inventory methodologies and significant findings of the inventories. This will include: tree species distributions; tree diameter distributions; management need distributions; tree condition distributions; and significant challenges.

The two elements that should be addressed in the proposal are as follows:

**Baseline Proposal**

**Part I:** Inventory all trees located on maintained areas (mowed) on the properties of the two parks, as well as risk trees located on the margins of the maintained areas using the requirements listed above. In addition, all ash trees (*Fraxinus* sp.) above 12” DBH located within 20’ of maintained (lawn) areas shall be included.

**Alternate Proposal A (Part II work in addition to Baseline Proposal)**

**Part II:** In addition to the Baseline Proposal, inventory all risk trees located along maintained paths/public trails in natural areas using the requirements listed above. Also conduct a sample inventory of natural areas.

Submit five (5) bound copies of your proposal to Erie County Department of Parks, Recreation & Forestry, 95 Franklin Street, Buffalo, NY 14202 on or before 2:00 pm on January 16, 2014.

The proposal shall not exceed twenty-five (25) pages, double sided (printed on both sides) or fifty (50) pages, single sided (printed on one side). Sectional dividers may be used; they will not be counted towards the maximum number of pages allowed. The proposal shall include a clear table of contents addressing all the requirements of the RFP. These requirements will be strictly enforced.

The County of Erie reserves the right to reject any or all proposals. This invitation does not commit the County of Erie to accept any proposals and does not obligate the County of Erie for any costs associated with the preparation of the same.

The Erie County Department of Parks, Recreation & Forestry reserves the right to review, comment and request modifications to the proposed project team.

I. **SCOPE OF OPERATION (CONT):**

Optional meeting to tour sites: Monday, December 16, 2013 9:00 AM Como Lake Park (first shelter on the right off of Bowen Road); 10:30 AM Akron Falls Park (meet at waterfalls parking lot- first parking lot on the right off of Skyline Drive).

II. **CONTRACT PERIOD AND TERM:**

The contract period shall be for six months commencing on or about January 31, 2014. The County reserves the option to renew the contract periodically thereafter.

IV. **ANNUAL FEE:**

The fee for the initial term to be paid by the County shall be invoiced monthly.

V. **RESPONSIBILITIES OF CONTRACTOR:**

- A. Successful bidder must enter into an agreement giving the Bidder the exclusive right and privilege to conduct a tree inventory at Akron Falls and Como Lake Parks.
- B. At least one "International Society of Arboriculture Certified Arborist" must be on staff for the duration of the project.
- C. Contractor must develop a Standard Operating Procedure in conjunction with the Erie County Department of Parks, Recreation and Forestry and the GIS Office in the Erie County Department of Environment and Planning ("ECDEP").
- D. Contractor must develop attributes and an appropriate database to manage the data collected with guidance from ECDEP.
- E. Contractor must conduct field surveys to obtain Global Positioning System (GPS) coordinates of each tree as specified by the Baseline Proposal or Alternative Proposal A descriptions, as well as the data described above.

V. **RESPONSIBILITIES OF CONTRACTOR (CONT):**

- F. The data collection with GPS units shall meet the following minimum standards:
- Data will be collected using GPS technology with a 1-3 meter accuracy, with a 95% level of confidence;
  - Data will be collected with a mapping grade or better GPS receiver;
  - The GPS receiver must produce and store data in a format compatible with the base station used to platform differential corrections, or have the capacity to receive real-time corrections from the base station;
  - Interface GPS with Geographic Information System (GIS); all GIS data layers should be delivered in ESRI Shapefile format in the New York State Plane Coordinate System, NAD83, Western Zone, Feet;
  - GPS receiver should be set to collect points only when the PDOP is less than 6;
  - Metadata: provide a .txt file including the collectors name, data collected, receiver type, feature and attribute descriptions, data collection methodology and data quality information including attribute accuracy, positional accuracy and data completeness;
  - If differential correction is performed, the original SSF files and the resulting .txt files that summarize the differential correction accuracy should be provided;
  - The application interface file created for GPS data collection, including any project files and custom forms should be provided. For example, if ESRI ArcPad software is used for data collection, include the project file, layer files and custom forms.
- G. Contractor shall link digital photographs to the GPS locations of the trees.
- H. Contractor shall provide a written report of the inventory to Erie County. This report will summarize the inventory methodologies and significant findings of the inventory. The will include: tree species distributions, tree diameter distributions, management need distributions, tree condition distributions and significant challenges.

VII. **INSURANCE:**

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

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

VIII. **INDEPENDENT CONTRACTOR RELATIONSHIP:**

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

IX. **LEGAL COMPLIANCE:**

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

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

- B. Contractor shall comply with all Federal and State Labor and Worker's Compensation Laws and must pay all employer's taxes for Social Security and Unemployment Insurance, and all other taxes which are measured by the wages, salaries or other remuneration paid to persons employed by Contractor; and must comply with income tax or other withholding requirements; and must indemnify and save harmless the County of Erie from liability for the payment of such taxes or charges.
- C. The Contractor must agree to the provisions of SS 220 and 220-c of the Labor Law.

X. **EXECUTORY:**

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

XI. **REPRESENTATIVE CAPACITY:**

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

XII. **TERMINATION:**

- A. At its option, the County may at any time, for any reason, terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the County.
- B. In the event of termination for any reason other than the fault of the Contractor, or the non-availability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.

XIII. **NOTICE:**

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

XIV. **ACCOUNTABILITY:**

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

COUNTY OF ERIE, STATE OF NEW YORK  
DEPARTMENT OF PARKS

PAGE 2F OF 6 PAGES  
95 FRANKLIN STREET, RM. 1254  
BUFFALO, NY 14202

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

ANNUAL FEE FOR INITIAL TERM:           \$ \_\_\_\_\_

NAME OF COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

**EVALUATION PROCESS:**

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

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

**County of Erie**  
**DEPARTMENT OF PARKS, RECREATION AND FORESTRY**

**INSTRUCTIONS TO PROPOSER'S**

1. BID SHALL BE SUBMITTED ON THESE COUNTY OF ERIE BID FORMS or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.
2. LATE PROPOSALS. Any bids received in the Erie County Division of Purchase after the date and time prescribed will not be considered for contract award.
3. EMERGENCY CLOSINGS. In the event the closing of certain County facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Division of Purchase control, only bids received in the Division of Purchase prior to the date and time or postmarked as of the date prescribed will be considered for contract award.
4. ANY CHANGE IN WORDING OR INTERLINEATION BY A BIDDER OF THE INQUIRY AS PUBLISHED BY THE COUNTY OF ERIE shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.
5. THE COUNTY RESERVES THE RIGHT TO REJECT any and all bids, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. The County does not obligate itself to accept the lowest or any other proposal.
6. AWARD TO THE HIGHEST RESPONSIBLE BIDDER. For the purpose of determining which bidder is the highest qualified responsible bidder, it shall be the highest three bidders' responsibility, within FIVE DAYS of being so notified by the Division of Purchase, to present information and documentation to the Division of Purchase, to satisfy the County that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.
7. CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.
8. This EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid:  
  
IT IS UNDERSTOOD BY THE PARTIES THAT THIS AGREEMENT SHALL BE EXECUTORY ONLY TO THE EXTENT OF THE MONIES AVAILABLE TO THE COUNTY OF ERIE AND APPROPRIATED THEREFOR, AND NO LIABILITY ON ACCOUNT THEREOF SHALL BE INCURRED BY THE COUNTY BEYOND THE MONIES AVAILABLE AND APPROPRIATED FOR THE PURPOSE THEREOF.
9. FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by the County of Erie to recover damages.
10. PRICES SHALL BE QUOTED F.O.B. DESTINATION AND DELIVERED INSIDE. "Tailgate delivery" will not be accepted unless specified by the County.
11. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE COUNTY. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the bid. There will be no additional charges for delivery.
12. NO TAXES ARE TO BE BILLED TO THE COUNTY. Bids shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The County of Erie Purchase Order is an exemption certificate. Any applicable taxes from which the County is 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.

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

**County of Erie**  
**DEPARTMENT OF PARKS, RECREATION AND FORESTRY**

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

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

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

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

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

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

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

(a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Division of Purchase, sufficient detail is not presented as a part of the sealed bid to permit definitive evaluation of any substitute item, the bid will not be considered.

(b) Descriptive literature of item offered, for evaluation.

(c) List of installations in Erie County of the item offered.

(d) List of other installations.

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

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

**County of Erie**  
**DEPARTMENT OF PARKS, RECREATION AND FORESTRY**

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

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

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

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

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

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

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

29. TERMINATION OF CONTRACT:

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

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

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

# County of Erie

**DEPARTMENT OF PARKS, RECREATION AND FORESTRY**

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

FIRM NAME \_\_\_\_\_

ADDRESS OF PRINCIPAL OFFICE STREET \_\_\_\_\_

CITY \_\_\_\_\_

AREA CODE \_\_\_\_\_ PHONE \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

Check one: CORPORATION \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ INDIVIDUAL \_\_\_\_\_

INCORPORATED UNDER THE LAWS OF THE STATE OF \_\_\_\_\_

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

YES \_\_\_\_\_ NO \_\_\_\_\_

TRADE NAMES: \_\_\_\_\_

ADDRESS OF LOCAL OFFICE STREET \_\_\_\_\_

CITY \_\_\_\_\_

AREA CODE \_\_\_\_\_ PHONE \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

NAMES AND ADDRESSES OF PARTNERS:


(Rev. 4/1/93)



# County of Erie

MARK C. POLONCARZ  
COUNTY EXECUTIVE

DEPARTMENT OF PARKS, RECREATION AND FORESTRY

## **ASSIGNMENT OF PUBLIC CONTRACTS**

### GENERAL MUNICIPAL LAW - Section 109:

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

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

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

(Rev. 1/00)



**COUNTY OF ERIE**  
**MARK C. POLONCARZ**  
**COUNTY EXECUTIVE**

**DEPARTMENT OF PARKS, RECREATION AND FORESTRY**

PURCHASES BY OTHER LOCAL GOVERNMENTS OR SPECIAL DISTRICTS

The Erie County Legislature has adopted the following resolution for the purpose of allowing the following-named local governmental or school districts to make purchases through the County bidding procedures.

Under the following conditions, the Director of Purchase may make purchasing services available to the following 88 participants:

1. When in the opinion of the Director of Purchase it will not create any burden or hardship upon the County and the anticipated prices will not be adversely affected thereby, the Director is authorized when he deems appropriate and as may be requested by the participants to provide in any particular County bid specification that the participants in Erie County shall have the right to make purchases based upon the bids received by the County.
2. The County Purchase Director, within the limits of his time and manpower, shall disseminate relevant contract information to the participants.
3. The participants in County contracts will issue purchase orders directly to vendors within the specified contract period referencing the County contract involved and be liable for any payments due on such purchase orders.

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

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

- AKRON CENTRAL SCHOOL DISTRICT, District Clerk, 47 Bloomingdale Ave., Akron, NY 14001
- AKRON VILLAGE OF, Clerk-Treasurer, 21 Main St., Akron, NY 14001
- ALDEN CENTRAL SCHOOL DISTRICT, District Clerk, 13190 Park St., Alden, NY 14004
- ALDEN TOWN OF, Town Clerk, Town Hall, 11901 Broadway, Alden, NY 14004
- ALDEN VILLAGE OF, Village Clerk, 13336 Broadway, Alden, NY 14004
- AMHERST CENTRAL SCHOOL DISTRICT, Business Manager, 4301 Main St., Amherst, NY 14226
- AMHERST TOWN OF, Highway Superintendent, Town Hall, 5583 Main St., Williamsville, NY 14221
- AMHERST TOWN OF, Town Supervisor, Town Hall, 5583 Main St., Williamsville, NY 14221
- ANGOLA VILLAGE OF, Clerk-Treasurer, 41 Commercial St., Angola, NY 14006
- AURORA TOWN OF, Town Clerk, Town Hall, 5 S. Grove St., E. Aurora, NY 14052
- BLASDELL VILLAGE OF, Clerk-Treasurer, 121 Miriam St., Blasdell, NY 14219
- BOCES, ERIE #1, Clifford N Crooks Svc. Ctr., 355 Harlem Rd. West Seneca NY 14224-1892
- BOCES, ERIE CATTARAUGUS #2, Assistant Superintendent, 3340 Baker Rd., Orchard Park, NY 14127
- BOSTON TOWN OF, Town Clerk, Town Hall, 8500 Boston State Rd., Boston, NY 14025
- BRANT TOWN OF, Town Clerk, Town Hall, Brant North Collins Rd., Brant, NY 14027
- BUFFALO BOARD OF EDUCATION, Purchasing Agent, 408 City Hall, Buffalo, NY 14202
- BUFFALO CITY OF, Division of Purchasing, 1901 City Hall, Buffalo, NY 14202
- BUFFALO SEWER AUTHORITY, General Manager, 1038 City Hall, Buffalo, NY 14202-3378
- CHEEKTOWAGA CENTRAL SCHOOL DISTRICT, 3600 Union Rd., Cheektowaga, NY 14225
- CHEEKTOWAGA-SLOAN UNION FREE SCHOOL DISTRICT, District Clerk, 166 Halstead Ave., Sloan, NY 14212-2295
- CHEEKTOWAGA TOWN OF, Town Hall, Broadway & Union Rds., Cheektowaga, NY 14227
- CLARENCE CENTRAL SCHOOL DISTRICT, Business Administrator, 9625 Main St., Clarence, NY 14031-2083
- CLARENCE TOWN OF, Town Clerk, 1 Town Place, Clarence, NY 14031
- CLEVELAND HILL FIRE DISTRICT NO. 6, Secretary, 440 Cleveland Dr., Cheektowaga, NY 14225
- CLEVELAND HILL U.F.S.D. @ CHEEKTOWAGA, Business Manager, 105 Mapleview Dr., Cheektowaga, NY 14225

COLDEN TOWN OF, Deputy Town Clerk, Town Hall, S-8812 State Rd., Colden, NY 14033  
COLLINS TOWN OF, Supervisor, Town Hall, P.O. Box 420, Collins, NY 14035  
CONCORD TOWN OF, Town Clerk, Town Hall, Springville, NY 14141-0187  
DEPEW UNION FREE SCHOOL DISTRICT, District Clerk, 591 Terrace Blvd., Depew, NY 14043  
DEPEW VILLAGE OF, Village Clerk, Municipal Building, 85 Manitou St., Depew, NY 14043  
EAST AURORA VILLAGE OF, Village Clerk, Village Hall, 571 Main St., East Aurora, NY 14052  
EDEN TOWN OF, Town Clerk, 2795 East Church St., Eden, NY 14057  
EGGERTSVILLE FIRE DISTRICT, Secretary/Treasurer, 1880 Eggert Rd., Eggertsville, NY 14226-2233  
ELLWOOD FIRE DISTRICT #1, Secretary, Town of Tonawanda, 1000 Englewood Ave., Kenmore, NY 14223  
ELMA TOWN OF, Town Clerk, Town Hall, 1910 Bowen Rd., Elma, NY 14059  
ERIE COUNTY WATER AUTHORITY, Central Processing, 3030 Union Rd., Buffalo, NY 14227  
EVANS TOWN OF, Town Clerk, 42 N. Main St., Angola, NY 14006  
FARNHAM VILLAGE OF, Village Clerk-Treasurer, 526 Commercial St., Farnham, NY 14061  
FORKS FIRE DISTRICT #3, Commissioner, Town Cheektowaga, 3330 Broadway, Cheektowaga, NY 14227  
GOWANDA VILLAGE OF, Clerk/Treasurer, 27 East Main St., Gowanda, NY 14070  
GRAND ISLAND CENTRAL SCHOOL DISTRICT, District Clerk, 1100 Ransom Rd., Grand Island, NY 14072  
GRAND ISLAND TOWN OF, Town Clerk, 2255 Baseline Rd., Grand Island, NY 14072  
HAMBURG TOWN OF, Town Clerk, S-6100 S. Park Ave., Hamburg, NY 14075  
HAMBURG VILLAGE OF, Village Clerk/Treasurer, 100 Main St., Hamburg, NY 14075  
HOLLAND FIRE DISTRICT #1, Town of Holland, Holland, NY 14080  
HOLLAND TOWN OF, Town Clerk, 47 Pearl St., Holland, NY 14080  
HOPEVALE UNION FREE SCHOOL DISTRICT, District Clerk, 3780 Howard Rd., Hamburg, NY 14075  
IROQUOIS CENTRAL SCHOOL DISTRICT, Girdle Rd., Elma, NY 14059  
KENILWORTH FIRE DISTRICT #2, Commissioner, Tn. Tonawanda, 84 Hawthorne Ave., Buffalo, NY 14223  
KENMORE-TN OF TONAWANDA UNION FREE SCHOOL DISTRICT, District Clerk, 1500 Colvin Blvd., Buffalo, NY 14223  
KENMORE VILLAGE OF, Village Clerk-Treasurer, Municipal Building, Kenmore, NY 14217  
LACKAWANNA CITY OF, City Clerk, Lackawanna City Hall, 714 Ridge Rd., Lackawanna, NY 14218  
LAKE VIEW FIRE DISTRICT, Fire Commissioner, Lakeview & Burke Roads, Lake View, NY 14085  
LANCASTER TOWN OF, Town Clerk, 21 Central Avenue, Lancaster, NY 14086  
LANCASTER VILLAGE OF, Clerk-Treasurer, Municipal Building, 5423 Broadway, Lancaster, NY 14086  
MARILLA TOWN OF, Marilla Town Hall, 1740 Two Rod Rd., Marilla, NY 14102  
NEWSTEAD TOWN OF, Town Clerk, Town Hall, P.O. Box 227, Akron, NY 14001  
NIAGARA FRONTIER TRANSPORTATION AUTHORITY, 181 Ellicott St., Buffalo, NY 14205  
NORTH COLLINS TOWN OF, Town Clerk 2015 Spruce St., North Collins, NY 14111  
NORTH COLLINS VILLAGE OF, Village Clerk, 10543 Main St., North Collins, NY 14111  
ORCHARD PARK CENTRAL SCHOOL DISTRICT, Asst. Supt. Bus. & Support Svcs., 3330 Baker Rd., Orchard Park, NY 14127  
ORCHARD PARK TOWN OF, Town Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127  
ORCHARD PARK VILLAGE OF, Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127  
SARDINIA TOWN OF, Town Clerk, Town Hall, Savage Rd., Sardinia, NY 14134  
SHERIDAN PARK FIRE DISTRICT NO. 4, Secretary, 738 Sheridan Dr., Tonawanda, NY 14150  
SLOAN VILLAGE OF, Clerk Treasurer, 425 Reiman St., Sloan, NY 14212  
SNYDER VOL. FIRE DEPT., Fire Commissioner, 4531 Main Street, Snyder, NY 14226  
SOUTH LINE FIRE DISTRICT #10, Fire Commissioner, 1049 S. French Rd., S. Cheektowaga, NY 14227  
SOUTH WALES FIRE DISTRICT #1, Secretary/Treasurer, P.O. Box 94, South Wales, NY 14139  
SPRING BROOK FIRE DISTRICT #1, Secretary, P.O. Box 97, Spring Brook, NY 14140  
SPRINGVILLE VILLAGE OF, Clerk Treasurer, Village Office, 5 W. Main St., Springville, NY 14141  
SWEET HOME CENTRAL SCHOOL DISTRICT, Director Finance & Plant Svcs., 1901 Sweet Home Rd., Amherst, NY 14228  
TONAWANDA CITY OF, Mayor, 200 Niagara St., Tonawanda, NY 14150  
TONAWANDA CITY OF, Superintendent, 150 Fillmore Avenue, Tonawanda, NY 14150  
TONAWANDA TOWN OF, Town Clerk, Municipal Building, Kenmore, NY 14217  
U-CREST FIRE DISTRICT #4, Fire Commissioner, 255 Clover Place, Cheektowaga, NY 14225  
UNION FREE SCHOOL DISTRICT, Dist. Clerk, Tn. Tonawanda, 1500 Colvin Blvd., Kenmore, NY 14223  
WALDEN FIRE DISTRICT #2, Fire Commissioner, 20 Pine Ridge Rd., Cheektowaga, NY 14211  
WALES TOWN OF, Town Clerk, Big Tree Rd., Wales Center, NY 14169  
WEST SENECA CENTRAL SCHOOL DISTRICT, District Treasurer, 1397 Orchard Park Rd., West Seneca, NY 14224-4098  
WEST SENECA FIRE DISTRICT #4, Fire Commissioner, 100 Lein Rd., West Seneca, NY 14224  
WEST SENECA FIRE DISTRICT #5, Fire Commissioner, 2801 Seneca St., West Seneca, NY 14224  
WEST SENECA TOWN OF, Town Clerk, 1250 Union Road, West Seneca, NY 14224  
WILLIAMSVILLE VILLAGE OF, 5565 Main St., Williamsville, NY 14231-1557  
WYOMING, COUNTY OF, Office of the Board of Supervisors, 143 N. Main St., Warsaw, NY 14569  
REV. 7/02

COUNTY OF ERIE  
STANDARD INSURANCE REQUIREMENTS

**Vendor Insurance Classification E:  
Contracts with Concessionaires**

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

A. Comprehensive General Liability

- with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$500,000 per occurrence and annual aggregate. The coverage shall include:

- Premises and Operations
- Products and Completed Operations
- Independent Contractors
- Contractual Liability (sufficient to cover all liability assumed under contracts with County of Erie)
- Personal Injury Liability (Coverages A, B & C)

B. Liquor Law Liability (applicable only if alcoholic beverages are served)

- with a minimum limit of liability of \$500,000 each common cause.

C. Automobile Liability

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

D. Excess "Umbrella" Liability

- with a minimum limit of \$1,000,000

E. Worker's Compensation and Employer's Liability

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

F. Disability Benefits

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

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

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

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

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

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

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

COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

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

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

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

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

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

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

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

VIII. Name and Address of Certificate Holder & Recipient of Notice County of Erie Department of Law 95 Franklin St Buffalo, NY 14202	Date Issued _____  Auth. Representative _____  Firm Name & Address _____ _____
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FOR COUNTY USE ONLY: Name of County Dept. Requesting Certificate \_\_\_\_\_  
 Purchase Order or Contract Number \_\_\_\_\_  
 County of Erie Standard Insurance Certificate \_\_\_\_\_

## INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.
- II. CERTIFICATES OF INSURANCE
- A. Shall be made to the "County of Erie, Dept. of Law, Suite 300, 69 Delaware Avenue, Buffalo, N.Y. 14202,"
- B. Coverage must comply with all specifications of the contract.
- C. Executed by an insurance company and/or agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to: County of Erie (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service

IV. Minimum coverage with limits are as follows:

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

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

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

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

