



ERIE COMMUNITY COLLEGE

STATE UNIVERSITY of NEW YORK

BUSINESS OFFICE / PURCHASING DEPARTMENT

FORMAL INVITATION TO BID

PLEASE READ THE FOLLOWING INSTRUCTIONS PRIOR TO SUBMITTING YOUR BID

Bids, 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 BIDS WILL NOT BE ACCEPTED. Bids must physically arrive in ROOM 1208P at the following address prior to the bid opening and time stamped in order to be considered **BIDS MUST BE SUBMITTED TO THE FOLLOWING ADDRESS:**

**Erie Community College
Department of Purchase
Paul Danieu, Business Manager
4041 Southwestern Blvd.- Room #1208P
Orchard Park, NY 14127**

Typical business hours at Erie Community College are 8:00am to 4:00pm Monday through Friday. Summer Business hours July 1st through Sept. 15th. are 8:00am to 3:30 pm Monday through Friday. Please note that the offices are not staffed on weekends.

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

BID NUMBER: **913028**

OPENING DATE: **9/25/13** * TIME: **2:00 pm**

* **WALK-THROUGH 9/18/13 @ 9:00 a.m. meet with Gary Ghosen at ECC City Campus: Rm.G17 - 121 Ellicott St. Buffalo, NY 14203.**

FOR: **WINDOW CLEANING**

NAME OF BIDDER: _____

If you are submitting other Invitations to 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 Bid:

- | | |
|--|---|
| <input type="checkbox"/> EXHIBIT "A" | - Assignment of Public Contracts |
| <input checked="" type="checkbox"/> EXHIBIT "B" | - Purchases by Other Local Governments or Special Districts |
| <input type="checkbox"/> EXHIBIT "C" | - Construction/Reconstruction Contracts |
| <input type="checkbox"/> EXHIBIT "D" | - Bid Bond (Formal Bid) |
| <input type="checkbox"/> EXHIBIT "E" | - Bid Bond (Informal Bid) |
| <input checked="" type="checkbox"/> EXHIBIT "F" | - Standard Agreement |
| <input checked="" type="checkbox"/> EXHIBIT "G" | - Non-Collusive Bidding Certification |
| <input checked="" type="checkbox"/> EXHIBIT "H" | - MBE/ WBE Commitment |
| <input checked="" type="checkbox"/> EXHIBIT "IC" | - Insurance |
| <input type="checkbox"/> EXHIBIT "J" | - Instructions to Bidders |
| <input type="checkbox"/> EXHIBIT "P" & EXHIBIT "PBI" | - Performance Bond |
| <input checked="" type="checkbox"/> 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 bid if required and checked above.¹



EXHIBIT "G"

NON-COLLUSIVE BIDDING CERTIFICATION

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

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

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

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

NOTICE

(Penal Law, Section 210.45)

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

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION

AFFIRMED UNDER PENALTY OF PERJURY THIS _____ 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 AUTHORIZEDSIGNATURE _____ TITLE _____

TELEPHONE # _____ FAX # _____ EMAIL ADDRESS _____



ERIE COMMUNITY COLLEGE

STATE UNIVERSITY of NEW YORK

4041 Southwestern Boulevard
Orchard Park, New York 14127

BUSINESS OFFICE/PURCHASING DEPARTMENT

PAUL DANIEU, BUSINESS MANAGER
Office (716) 851-1856
Fax (716) 851-1760
E-Mail danieu@ecc.edu

SANDRA KOCH, BUYER
Office (716) 851-1870
Fax (716) 270-2602
E-Mail koch@ecc.edu

SPECIFICATIONS FOR WINDOW CLEANING

BID #913028

REQUISITION #59186

OPENING DATE: 9/25/13 @ 2:00 pm*

***Walk-through 9/18/13 @ 9:00am-ECC City Campus-Rm.G17
Meet with Gary Ghosen, 121 Ellicott Street, Buffalo, NY 14203**

WORK LOCATION: Erie Community College City Campus (3 Buildings)
121 Ellicott Street – Buffalo, NY 14203
21 Oak Street – Buffalo, NY 14203
45 Oak Street – Buffalo, NY 14203

ECC IS SEEKING A BLANKET PURCHASE ORDER FOR VENDOR TO PROVIDE ALL MANPOWER, MATERIALS, AND EQUIPMENT NECESSARY TO:

JOB #1 CLEAN ALL EXTERIOR WINDOWS INSIDE AND OUT FROM THE GROUND FLOOR THROUGH THE FIFTH FLOOR (488 WINDOWS).

LOCATION: 121 ELLICOTT STREET, BUFFALO, NY 14203

JOB #2 CLEAN THE INTERIOR WALLS AND WINDOWS IN THE ATRIUM FROM THE CATWALK ABOVE THE FIFTH FLOOR DOWN TO THE FIRST FLOOR. IN ADDITION, CLEAN ALL WINDOWS ON THE EAST AND WEST WALLS OF THE ATRIUM INSIDE AND OUT.

LOCATION: 121 ELLICOTT STREET, BUFFALO, NY 14203.

JOB #3 CLEAN WINDOWS INSIDE AND OUT TO INCLUDE GLASS BLOCK, BOTH SIDES AND THE GLASS PARTITION BETWEEN THE TWO POOLS. ALSO INCLUDES DUSTING, WASHING OF ALL IRONWORK IN THE ATRIUM.

LOCATION: 21 OAK STREET (ATHLETIC CENTER) - BUFFALO, NY 14203.

JOB #4 CLEAN ALL EXTERIOR WINDOWS INSIDE AND OUT INCLUDING THE GLASS BLOCK.

LOCATION: 45 OAK STREET, BUFFALO, NY 14203.

<u>PRICING:</u>	<u>JOB 1</u>	<u>JOB 2</u>	<u>JOB 3</u>	<u>JOB 4</u>
Estimated Hours:	_____	_____	_____	_____
Labor Rate:	\$_____/Hr.	\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
Total Labor:	\$_____	\$_____	\$_____	\$_____
Supplies:	\$_____	\$_____	\$_____	\$_____
Equipment:	\$_____	\$_____	\$_____	\$_____
Other Charges: (Specify)	\$_____	\$_____	\$_____	\$_____

NAME OF BIDDER _____

Please notify ECC if a purchase order is to be issued to a Manufacturer or Company other than the bidder in the event that the bid is awarded to you.

Name:
Address:
Phone Number:
Fax Number:

Note: Bid Results cannot be released over the phone. All requests for bid results should be submitted in writing and sent to:

Erie Community College
Purchasing Department
4041 Southwestern Blvd.
Orchard Park, NY 14127
Fax # (716) 270-2602

DEPARTMENT OF PURCHASE

EXHIBIT "J" - INSTRUCTIONS TO BIDDERS (FORMAL)

1. BID SHALL BE SUBMITTED ON THESE ERIE COMMUNITY COLLEGE (ECC) 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 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 BIDDER 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 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. 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, 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. 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 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.



DEPARTMENT OF PURCHASE

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.
 - e.
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.



DEPARTMENT OF PURCHASE

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 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 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 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.



DEPARTMENT OF PURCHASE

Exhibit "D"

FORMAL BID BOND

BID BOND OR CERTIFIED CHECK FOR \$ _____ OR FOR 5% OF THE TOTAL BID MUST BE SUBMITTED WITH THE BID. The undersigned agrees that the bid security may be retained by the County until contracts have been signed and Performance Bonds have been delivered to the County, except as provided in Paragraph 22, in the Invitation to Bid. SHOULD THE SUCCESSFUL BIDDER TO WHOM THE BID IS AWARDED FAIL TO EXECUTE THE AGREEMENT SUBMITTED BY THE COUNTY IN ACCORDANCE WITH THE FORMAL BID AND OTHER CONTRACT DOCUMENTS AND TO FURNISH THE REQUIRED PERFORMANCE BOND WITHIN FOURTEEN (14) CALENDAR DAYS AFTER THE NOTICE OF AWARD, THE CERTIFIED CHECK OR THE BID BOND AMOUNT SHALL BE FORFEITED TO THE COUNTY AS LIQUIDATED DAMAGES CAUSED BY SUCH FAILURE.



DEPARTMENT OF PURCHASE

Exhibit "F"

STANDARD AGREEMENT

This AGREEMENT, made as of the _____ day of _____, 20__

by and between _____

of _____

hereinafter referred to as the Contractor, and Erie Community College, hereinafter referred to as the College:

WHEREAS, in accordance with public open competitive bidding, sealed proposals were received and publicly opened by the College Department of Purchase on _____ at _____ for: _____.

WHEREAS, the bid of the Contractor submitted in accordance therewith, the sum

of \$ _____ Dollars,

was the lowest responsible bid submitted; and

WHEREAS, a contract is hereby awarded to the Contractor by the College, in accordance with the provisions therein contained; and

WHEREAS, the Notice to Bidders and Specifications make provisions for entering into a proper and suitable contract in connection therewith;

NOW, therefore, the Contractor does hereby for its heirs, executors, administrators and successors agree with the College that the Contractor shall for the consideration mentioned, and in the manner set forth in Accepted Invitation to Bid No. _____, and in the specifications and provisions of law annexed hereto and forming a part of this contract, furnish the equipment and materials and perform the work and services described in the accepted bid for the above sum.

BY SIGNING THIS STANDARD AGREEMENT, CONTRACTOR EXPRESSLY AGREES TO AND ACCEPTS THE TERMS OF THE ENTIRE CONTRACT (23 PAGES) AS SET FORTH IN THE INVITATION TO BID WHICH CONSTITUTES THE CONTRACT, INCLUDING, BUT NOT LIMITED TO, EXHIBITS A, B, C, D, E, F, G, H, IC, J (Instructions to Bidders) P, PBI AND PW.

Check One:

___ Paid monthly upon presentation of invoices.

___ Upon delivery, completion and approval of the work, as per specifications.

Please refer to the Invitation to Bid (Page 1) and the Instructions to Bidders which are part of this agreement.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

ERIE COMMUNITY COLLEGE

CONTRACTOR _____

by _____

by: _____

Paul Danieu, Business Manager

Title: _____

APPROVED AS TO FORM

Executive Vice President for Legal Affairs

Date _____



DEPARTMENT OF PURCHASE

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



DEPARTMENT OF PURCHASE

Exhibit "IC"

Construction and Maintenance (A)



County of Erie Standard Insurance Certificate

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER, CONTACT NAME, PHONE, FAX, EMAIL, ADDRESS, PRODUCER CUSTOMER ID #, INSURER(S) AFFORDING COVERAGE, NAIC #, INSURER A, INSURER B, INSURER C, INSURER D, INSURER E, INSURER F

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL/SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) County of Erie and Erie Community College are included as an additional insured on a primary and non-contributory basis for work or activities performed or for the following policy numbers:

CERTIFICATE HOLDER: County of Erie and Erie Community College, 4041 Southwestern Blvd., Orchard Park, NY 14127. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

X. FOR COUNTY USE ONLY: Name of County Dept. Requesting Certificate, Purchase Order or Contact Number, Vendor Insurance Classification

**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.
 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, Erie Community College, Purchasing Department, 4041 Southwestern Blvd., Orchard Park, NY 14127
- 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	H Athletic Fields and Gyms	I Use of Pools
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	\$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	INCLUDE
Contractual Liability									
Broad Form P.D.									
X.C.U. (explosion, collapse, Underground)									
Athletic Participation Liability								INCLUDE	INCLUDE
Liquor Law				INCLUDE				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	\$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		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	\$2,000,000
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	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	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 bases.
- 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.")



DEPARTMENT OF PURCHASE

EXHIBIT "P"

PERFORMANCE BOND

The successful bidder or bidders whose proposal is accepted shall, within two weeks after notice of the award, enter into a contract with the County of Erie or Erie Community College and furnish a performance bond running to the County of Erie and/or Erie Community College in the Penal amount of \$ or for **100 %** of the contract price, if the contract is based on a lump sum price, or 100% of the estimated cost if the contract is based on a unit price. Such bond to be approved by Erie Community College Executive Vice President for Legal Affairs and to be executed by the bidder as PRINCIPAL and by a duly incorporated company authorized to guarantee the performance of contracts and to do business in the State of New York as SURETY. The condition of said bond shall read to conform with the County of Erie Performance Bond format without exception, as per County of Erie Form Exhibit "PBI".



DEPARTMENT OF PURCHASE

EXHIBIT "PBI"

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____ of _____ (hereinafter called PRINCIPAL) and the _____ a corporation of the State of _____ having its principal office in the City of _____ and authorized to do business in the State of New York (hereinafter called SURETY) and held and firmly bound into the _____ New York (hereinafter called OBLIGEE), in the amount of _____ \$ _____ Dollars, lawful money of the United States of America, for the payment of which the PRINCIPAL and the SURETY hereby bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS the above bounden PRINCIPAL has by written agreement dated _____, 19 _____ entered into a contract with the OBLIGEE for \$ _____ which contract and documents included therein by reference is by reference made a part hereof (hereinafter called CONTRACT), covering the following project.

(Describe Project)

NOW, THEREFORE, the condition of this obligation is such that if the PRINCIPAL shall:

1. well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the OBLIGEE, with or without notice to the SURETY, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all modifications of said Contract that may hereafter be made, with or without notice to the SURETY.
2. promptly make payment to all persons having a direct Contract with the PRINCIPAL or with a subcontractor of the PRINCIPAL supplying labor and material in the prosecution of the work provided for in said Contract and any and all modifications of said Contract that may hereinafter be made, notice of which modifications to the SURETY being hereby waived:

then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, and this bond is executed and accepted upon the following express conditions:

1. That all persons who have supplied labor and material as aforesaid shall have a direct right of action hereunder against the PRINCIPAL and the SURETY, subject, however, to the prior right of the OBLIGEE to recover hereunder on account of any loss or damage caused to it by the failure of the PRINCIPAL to perform the Contract as aforesaid.
2. The SURETY for value received hereby stipulates and agrees, if requested to do so by the OBLIGEE, to fully perform and complete the work and furnish the materials mentioned and described in said Contract pursuant to terms, conditions and covenants thereof, if for any cause said PRINCIPAL fails or neglects to so fully perform said work; the said SURETY further agrees to commence said work of completion twenty (20) days after notice thereof from the OBLIGEE.
3. That the OBLIGEE shall notify the SURETY by registered letter addressed and mailed to its Home Office, of any breach of said Contract within sixty (60) days after such breach shall have come to the knowledge of the OBLIGEE. (Owner)
4. That the SURETY shall not be liable hereunder for any damage or compensation recoverable under any Worker's Compensation or Employer's Liability Statute.
5. That no suit, action or proceeding for loss or damage caused by a breach of any of the conditions of this bond shall be brought against the SURETY by the OBLIGEE after one (1) year from the day of final acceptance of the work by the Owner.
6. That no suit, action or proceeding for loss caused by the failure of the PRINCIPAL to pay all persons supplying labor and material in the prosecution of the work under said Contract shall be brought against the SURETY after six (6) months from the day on which final payment of the Contract is made.

Signed, sealed and dated this _____ day of _____ 19 _____

(PRINCIPAL)

By: _____
President, Vice President, Secretary-Treasurer.,

(SURETY) (SEAL)

By: _____

EXECUTED POWERS OF ATTORNEY TO BE SUBMITTED WITH PERFORMANCE BOND.



DEPARTMENT OF PURCHASE

EXHIBIT "PW"

PREVAILING WAGE 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) as required in the general provisions of laws covering workers employed under public works contracts Erie Community College is providing the attached prevailing wage schedules to all potential bidders; and

(2) as required the contractor will share this prevailing wage schedule with any subcontractors they may use in the completion of this project; and

(3) if awarded this project, invoices accompanied by certified payroll records (in triplicate) must be submitted to the Erie Community College Accounts Payable Department at 4041 Southwestern Blvd., Orchard Park, NY 14127. Payment will not be released until payroll records have been received.

The under signed affirm that the referenced prevailing wage schedules have been received.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

PRC Number: 2013900824

Bid Number: 913028

Affirmed under penalty of perjury this _____ day of _____, 20 _____

TERMS _____ DELIVERY DATE AT DESTINATION _____

FIRM NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

AUTHORIZED SIGNATURE _____

PRINTED NAME OF AUTHORIZED SIGNATURE _____

TITLE _____ TELEPHONE NO. _____