



CONTRACT ADMINISTRATION POLICY

TOWN OF AMHERST
NEW YORK

January 2024

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TOWN OF AMHERST **CONTRACT MANAGEMENT POLICY**

PURPOSE

The purpose of this policy is to advise Town of Amherst department heads and other department personnel of Town contract administration procedures that should be followed. Adherence to the procedures outlined in this policy will allow contracts to be administered properly, and to smoothly and efficiently complete the contract routing process.

SIGNATURE REQUIREMENTS

Pursuant to Town Law §64, only the Supervisor has the authority to enter into a contract, after obtaining Town Board approval, and must be the signatory on all contracts. This includes ALL contracts that require a signature. The only exception to this is for Contracts under \$5,000, as outlined below. ALL contracts should be routed through the Amherst Contract Management System (ACMS).

AMHERST CONTRACT MANAGEMENT SYSTEM (ACMS)

The Town IT Department, in conjunction with the Contract Compliance and Administration Department, developed the Amherst Contract Management System (ACMS). The purpose of the system is to route all Town contracts electronically to streamline the approval process and allow employees to view the status of Town contracts at any point during that process. There are two sides to the system – the Contract Routing System (CRS) and the Contract Management System (CMS). Contracts are entered into CRS, and automatically move over to CMS once routing approval is complete and the contract has been approved by the Town Board.

Contracts are entered into the system by the initiating department or by Contract Compliance for items that require bids, RFPs or RFQs. The following information is required to be entered into CRS:

- The type of contract (general contract, piggyback, professional services, etc.)
- Whether the contract is Town-wide (for use by any Town department) or pertains to an individual department
- Requested Town Board meeting date for placement on agenda
- Start and end dates (these should be included for all contracts)
- Whether the contract allows for extensions, and if so, how many, and the length of each
- Org, Object, and amount of the contract (for budgetary approval)
- Whether prevailing wage applies, and if so, the link to the prevailing wage schedule must be uploaded into CRS

Contracts are reviewed and approved as outlined below. Each step of the process may take several days, depending on the schedules of each department. In order for contracts to receive full approval prior to the agenda deadline, all documentation should be entered into ACMS one to two weeks prior to that deadline. Each reviewing department shall review in a timely manner to ensure contracts are processed as efficiently as possible.

- Contract Compliance shall review for compliance with General Municipal Law, applicable Federal and State Laws, the Town's Procurement Policy, and to ensure that all required paperwork has been included in the submittal
- Comptroller shall review for compliance with the Town budget and sufficiency of information related to the audit of claims
- Attorney shall review for legal requirements and insurance

Once all the appropriate documentation is uploaded into CRS, each reviewing department will be notified, and will review the contract in the routing system. The originating department is notified via system emails at each step of the process. Once fully approved, the system notifies the originating department that the contract can be placed on the Town Board agenda. The originating department is responsible for uploading the contract to the agenda for Town Board approval.

If there is an issue with the proposed contract during the process and the contract cannot be approved, the contract is rejected by the applicable reviewing department and a note is entered into CRS identifying the reason for the rejection. An email is generated through CRS to both the initiating department and Contract Compliance notifying those parties that additional information is required. The appropriate party can then respond to the issue, upload additional documentation (if necessary) and resubmit for approval. Once a contract has received all approvals in CRS, a resolution must be placed on the Town Board agenda by the originating department for approval. All correspondence related to the contract should be done within ACMS.

The CRS # must be included in all Town Board resolutions, both in the header and in the body of the resolution. For a contract extension, amendment, change order, etc., the original CRS # should also be included in the resolution. Once approved by the Town Board, the initiating department sends three original contracts, signed by the vendor, to the Attorney's office. The Attorney's office has the contracts signed by the Supervisor, marks the contract as signed in CRS, and the contract then moves from the contract routing side of the system (CRS) to the management side of the system (CMS). The fully executed contract is then scanned into CMS by the Attorney's Office. The applicable departments are notified by an email from CMS when this has happened, and the contract is then available for use. Initiating departments must then go into CMS to enter insurance documents, insurance expiration dates, and start and end dates for the contract. It is the initiating department's responsibility to monitor these expiration dates, obtain updated insurance certificates, and enter them into CMS. Two sets of the original contract are sent back to the initiating department. The third set goes to the Town Clerk's Office where it is kept as an official Town record. The originating department then sends one fully executed contract to the vendor, and keeps the other for its records.

Contracts should not be placed on the Town Board agenda until they have received all CRS approvals, unless **absolutely necessary**. Placement on the agenda prior to completion of routing

makes contracts more difficult to track to ensure timely completion of all requirements. If a contract *must* be placed on the agenda prior to completion of contract routing due to time sensitivity, the resolution must state “pending successful completion of the contract routing system”, and must also include an explanation of the time sensitivity and state the reason the contract routing system process was not completed prior to the meeting; this is required as per the Amherst Town Board Rules of Order. Purchases should not be made under the contract until the contract has completed routing and a valid contract has been signed by the Supervisor and uploaded into CMS. Initiating Departments are notified by an email from CMS when this has happened.

CONTRACT TERMS

1) Start/End Dates

Almost all contracts should include start/end dates, and the dates should be entered into CRS. In limited situations, a contract may not have start/end dates. If this is the case, dates should be entered into ACMS for notification purposes. The start date should represent the date the contract was approved by the Town Board, unless stated otherwise in the contract. The appropriate end date should be entered into ACMS.

The following types of contracts may not have start/end dates:

- Professional services contracts related to a specific project
- Construction contracts
- Telephone and utility contracts
- Inter-municipal agreements
- Certain lease agreements

In these cases, start/end dates should still be entered in ACMS to trigger review of the contracts in future years. Please consult with Contract Compliance or the Town Attorney if you have questions.

2) Auto-Renewal Clauses

Auto-renewal clauses should not be included in any contracts. If there are existing contracts with auto-renewal clauses, they should be reviewed and modified as soon as practical, to remove references to auto-renewal.

3) Effective Date

Contracts shall be effective as of the date of Town Board approval. However, the contract must have successfully completed contract routing system and all insurance must be in place prior to use. Note: If the vendor is coming on the premises for anything other than simple delivery, the department having the work completed must have a fully executed contract in their possession prior to anyone coming on site. This is to ensure that insurance is in effect, as some certificates of

insurance state “as per written contract”. If the contract is not fully executed, the insurance is essentially not in place, and the Town is not protected.

4) Extensions

Contracts typically may be extended twice for a term equivalent to the initial term of the contract (i.e. a 3-year contract can have two 3-year extensions). The terms of the contract must remain the same during the extension period as in the original contract, unless the contract states otherwise. The allowance for extensions should be built into the bid or RFP, when desired.

5) Short-Term Extensions

Short-term extensions are allowable provided wording is included in the original contract. Suggested wording is as follows: “In the event a replacement contract has not been issued, this Contract may be extended unilaterally by the Town for an additional period of up to one month, upon notice to the Vendor with the same terms and conditions as the original Contract including, but not limited to, quantities (prorated for such one-month extension), prices, and delivery requirements. With the concurrence of the Vendor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should a replacement contract be issued in the interim.”

Existing contracts that do not have extension clauses may be extended upon agreement by both the Town and the Vendor, subject to Town Board approval. Wording in the extension must state that the contract is extended as of the first date the previous contract expired (i.e. if the contract expired on December 31, the extension should be effective as of January 1).

All extensions must be routed through ACMS and approved by the Town Board.

6) Ownership Changes

From time to time, a company’s ownership may change. The new company may assume the existing contract provided all terms remain the same. Such changes should be processed through ACMS, as insurance and other pertinent items may change. This is done by entering an amendment to the original contract. The following items should be included in the amendment: Written notification of the change of ownership (reassignment letter) and willingness to abide by the terms of the original contract, an addendum, the Iran Divestment form, and updated certificates of insurance. Once the Town Board has approved the contract, the IT Department should be notified to change the name of the company in ACMS; the name will be entered as “*New Company Name (formerly Old Company Name)*”. Please reference the original contracts CRS# in the new resolution.

PURCHASES SUBJECT TO COMPETITIVE BIDDING

Departments should work with the Contract Compliance Department to develop a bid specification. Contract Compliance will ensure that the bid is properly noticed in the Town’s

newspaper of record through use of a legal notice. All bids are to be submitted to the Contract Compliance Department and will be opened on the advertised date and time. The Supervisor approves bid-opening dates for bids in writing. Departmental bids must have the bid opening date approved by Contract Compliance prior to publishing the legal notice. Approval for the bid opening date will then be requested of the Supervisor through the Contract Compliance Department. Any vendor contacting individual departments with questions that arise during the bid process **must** be referred to the Contract Compliance Department so that responses may be generated through an addendum that is communicated with all potential bidders. If this does not happen and some bidders are given information that others are not, the bid may need to be thrown out and rebid, which causes purchasing delays. Bids are also posted electronically on BidNet Direct (bidnetdirect.com), a government bid website, by the Contract Compliance Department. In order to ensure as much competition as possible, it is the policy of the Town of Amherst that the bid holders list not be released until after the bid opening. The bid opening will be completed by the Contract Compliance Department. All bids must be publicly opened and read aloud.

Sealed bids done through the Highway Department or Engineering Department will be opened at Town Hall by the Contract Compliance and Administration Department. Signed contracts, including bid amounts, must be entered into ACMS so they are accessible town-wide. A CRS# should be obtained and should be referenced in the Town Board resolution awarding the contract.

The following information should be entered into CRS:

- The original complete bid specification
- The bid tabulation
- The submission by the vendor/contractor being awarded the bid including the Addendum, Non-Collusive Bidding Certification and Iran Divestment Certification
- Certificates of insurance including workers compensation and NYS disability

PURCHASES NOT SUBJECT TO COMPETITIVE BIDDING

Purchases for goods and services under the competitive bidding threshold may or may not involve a contract. Any legally binding document must be approved by the Town Board and signed by the Supervisor prior to being used for purchasing. If a purchase does not involve a contract, and the proper procurement procedures have been followed, the purchase may be made. All documentation required under the Procurement Policy must be submitted with the PO/Invoice for payment. This includes verbal and written quotes.

NYS OGS PURCHASES

Purchases may be made under NYS OGS contract without going through a formal Town bid or RFP process. In some cases, NYS requires that purchases are made using a mini-bid process (typical for vehicles) or bid/RFP process (typical for some computer equipment) through OGS awarded vendors only. If this is required, it will be shown on the OGS website under the contract in a file named "How to Use". All information related to OGS purchases is on the NYS OGS website – <https://ogs.ny.gov/procurement>. This site is open to the public, and all current contracts are available for viewing. Purchasers are encouraged to negotiate a price lower than state bid when

possible; please see the Town of Amherst Procurement Policy regarding OGS or Less. All NYS OGS procedures must be followed when purchasing through OGS. Please contact the Contract Compliance Department if you have questions.

1) Commodity Purchases with “Simple” Delivery

Commodity purchases through NYS OGS that do not require the vendor to come onto Town property outside of a simple delivery can be made with a PO. There is no contract paperwork necessary, and nothing needs to be routed through ACMS. Town Board approval is not required, unless the purchase is for equipment, and as long as there is sufficient budgetary funding available. Information from the NYS OGS contract showing the pricing of items purchased must be included when the PO is submitted to the Comptroller’s Office so that the claim (voucher) can be audited.

2) Commodity Purchases with “Extensive” Delivery Requirements

Some deliveries are more extensive, and require the same paperwork as vendors who are doing physical work (see below). If you are unsure, please check with Contract Compliance. These types of vendors include, but are not limited to, the following:

- Fuel delivery
- Salt delivery
- Vehicle delivery via flatbed
- Any delivery utilizing heavy equipment (crane, high lift, etc.)

3) Purchases that Include Physical Work

For vendors that come onto Town property to do physical work, the following are required:

- Town of Amherst Agreement. When applicable include reference to New York State OGS Contract
- Addendum to Contract
- Prevailing Wage Schedule from NYSDOL (if applicable) – must include a link to the schedule
- Acord Certificate of Liability Insurance, naming the Town of Amherst as additional insured, including any endorsements
- Proof of Workers Compensation Insurance C-105.2, SI-12 GSI-15.2 or U-26.3 (or exemption documentation)
- Proof of NYS Disability- DBL-120.1 or DB-055 (or exemption documentation)
- Original contract between the vendor and OGS (used to confirm pricing upon audit of invoices) – this should include all terms and pricing information

Samples of most of the above documents are included in the appendices to this policy, and further information is available on the Town Intranet.

PURCHASES FROM COUNTY CONTRACT

Purchases made using County contracts can also be used without going through a formal Town bid or RFP process. These purchases are typically made from Erie County contracts, but can be made from other counties as well. Information on Erie County contracts can be found on the Erie County website at <http://www2.erie.gov/purchasing/index.php?q=available-contracts>. Unfortunately, only the award information is published on the County website, and not the entire contract. In order to obtain the entire contract, the department wishing to use the contract must go down to the Erie County Purchasing Department to obtain copies. The entire County contract, along with the bid tab, is required by the Comptroller's Office in order to audit the claim (voucher). *Please note: Erie County contracts have certain MWBE and other legal requirements that are not necessarily required by the Town; this is addressed in the Town Addendum.*

1) Commodity Purchases with "Simple" Delivery

Commodity purchases through Erie County that do not require the vendor to come onto Town property outside of a simple delivery can be made with a PO. There is no contract paperwork necessary, and nothing needs to be routed through ACMS. Information from the County contract showing the pricing of items purchased must be included when the PO is submitted to the Comptroller's Office so that the claim (voucher) can be audited.

2) Commodity Purchases with "Extensive" Delivery Requirements

Some "deliveries" are more extensive, and require the same paperwork as vendors who are doing physical work (see below). If you are unsure, please check with Contract Compliance. These types of vendors include, but are not limited to, the following:

- Fuel delivery
- Salt delivery
- Vehicle delivery via flatbed
- Any delivery utilizing heavy equipment (crane, high lift, etc.)

3) Purchases that Include Physical Work

For vendors that come onto Town property to do physical work, the following are required:

- Town of Amherst Agreement for Participation in Erie County Contract
- Addendum to Contract
- Prevailing Wage Schedule from NYSDOL (if applicable) – must include a link to the schedule
- Iran Divestment Certification
- Acord Certificate of Liability Insurance, naming the Town of Amherst as additional insured, including any endorsements
- Proof of Workers Compensation Insurance C-105.2, SI-12 GSI-15.2 or U-26.3 (or exemption documentation)
- Proof of NYS Disability- DBL-120.1 or DB-055 (or exemption documentation)
-

- Original contract between the vendor and Erie County (used to confirm pricing upon audit of invoices) – this should include all terms and pricing information

Samples of most of the above documents are included in the appendices to this policy.

PIGGYBACK PURCHASES/COOPERATIVE AGREEMENTS

Purchases using the Piggyback Law (GML §103-16) may be made off contracts issued through other municipalities or with Cooperative Agreements (Omnia Partners, Sourcewell, etc.). The contract must be let either to the lowest responsible bidder or on the basis of best value, provided that the local municipality has authorized the use of Best Value (which the Town of Amherst has for contracts let by the US, any agency of the US, or any state or political subdivision or district thereof). Because of this requirement, piggyback contracts may not be used for RFPs. Additionally, NYS OSC has determined that piggyback contracts can only be used for purchase contracts, and not for contracts for public work (which are primarily labor). If you have questions regarding a specific piggyback contract, please contact Contract Compliance. *Please note: piggyback contracts may have certain MWBE and other legal requirements that are not necessarily required by the Town; this is addressed in the Town Addendum.*

All piggyback purchases require the following documentation:

- Town of Amherst Agreement for Participation in Piggyback Contract
- Addendum to Contract
- Prevailing Wage Schedule from NYSDOL (if applicable) – must include a link to the schedule
- Iran Divestment Act Certification
- Acord 25 Certificate of Liability Insurance, naming the Town of Amherst as additional insured (see sample certificate attached to this Policy), including any endorsements
- Proof of Workers Compensation Insurance C-105.2, SI-12 GSI-15.2 or U-26.3 (or exemption documentation)
- Proof of NYS Disability- DBL-120.1 or DB-055 (or exemption documentation)
- Original bid document from the governmental agency, which must include piggyback language (language that allows other municipal entities to use the contract)
- Original contract between the vendor and agency holding the contract (used to confirm pricing upon audit of claims) – this should include all terms and pricing information
- Cost-benefit analysis comparing piggyback contract pricing to other pricing, which shows that the piggyback contract is beneficial to the Town. As per the piggyback law: “This analysis should be used to demonstrate whether “piggybacking” is cost effective and should consider all pertinent cost factors, including any potential savings on the administrative expense that would be incurred if the local government initiated its own competitive bidding or best value process.” A simple tabulation showing the piggyback cost v. cost under another procurement method is acceptable as the cost-benefit analysis. Please contact Contract Compliance and Administration if you have questions.

Samples of most of the above documents are included in the appendices to this policy.

CONTRACTS UNDER \$5,000

Town Board adopted resolutions 2017-206, 2017-691 and 2017-946 related to purchases under \$5,000. The effect of these resolutions is summarized below.

The Supervisor is authorized to sign contracts, proposals, quotes, estimates, agreements, and leases for the one time purchase of equipment, goods, supplies, and personal services in an amount of less than Five Thousand Dollars (\$5,000), so long as GML §103(1) is complied with as to aggregation, without obtaining prior approval of the Town Board. Contracts under \$5,000 should be routed in ACMS for review as to proper insurance, prevailing wage requirements, potential aggregation, duplication, etc. ACMS review goes through the normal procedure, but Town Board review and approval is not required.

MODIFICATIONS TO CONTRACTS

All modifications to contracts, with the exception of term task orders, must be entered into ACMS and go through the normal routing and Town Board approval process. This is done by going into the original contract and entering an extension. Term task orders must be entered into ACMS, but go through a modified routing process; they do not need to be placed on a Town Board agenda for approval.

When modifications to contracts are placed on the Town Board agenda for approval, the original contract's CRS or CMS # must be put in the resolution, along with the justification for the modification. This will allow all departments to more easily reference the original contract.

1) Contract Amendments

Contract amendments must be entered into ACMS through the process described above, and go through the normal routing process. Amendments must be approved by the Town Board and signed by the Supervisor.

The following documentation is required for contract amendments:

- Amendment agreement or proposal (varies based on the contract and type of purchase)

2) Contract Change Orders

Contract change orders must be entered into ACMS through the process described above, and go through the normal routing process. Change orders must be approved by the Town Board and signed by the Supervisor.

The following documentation is required for contract amendments:

- Change order documentation (varies based on the contract and type of purchase)

3) **Contract Extensions**

Contract extensions must be entered into ACMS through the process described above, and go through the normal routing process. If multiple vendors have been awarded a contract, all must agree to accept the extension or the contract must be re-bid. Change orders must be approved by the Town Board and signed by the Supervisor.

Contract extensions should be processed and approved prior to the expiration of the original contract. If a contract must be extended after it has expired, the following wording should be included in the extension paperwork: “the contract which expired on (*date*) is hereby being extended for a term of (*description of term*), following the same terms and conditions as the original contract”. The new contract term should begin the day after the previous contract ended, to allow for continuity. The original contract’s CRS# should be stated in the resolution approving the extension.

The following documentation is required for contract amendments:

- Extension paperwork (varies based on the contract and type of purchase)

4) **Term Contracts / Task Orders**

Term contracts are contracts that cover a specified period of time, but are not related to a specific project. These tend to occur with attorneys, engineers, planners, grant writers, and in certain other situations. Term contracts are executed for a set term, and require task orders for each specific job/project they are used for. The initial contract should be entered into ACMS and complete routing, and each task order related to a job/project should be entered into ACMS as a Term Task Order through the process described above.

Term task orders must complete routing before being used, but do not require Town Board approval. The term task order is entered by the department, and reviewed by the Comptroller for budget compliance. As with the normal CRS process, term task orders shall be reviewed in a timely manner. Once approved by the Comptroller, the task order should be sent to the Supervisor’s Office in triplicate for signature by the Supervisor. The ACMS email received notifying the originating department that the contract has been approved must be attached to the contracts as the cover page. Once signed, the document is marked as approved in ACMS by the originating department. The fully executed document is then scanned into ACMS by the originating department, the department retains two originals, and the third original is given to the Clerk’s Office.

The following documentation is required for term contracts:

- Cover Sheet (Planning), and any other documents required/listed on the cover sheet
- Term contract documentation or project proposal

INSURANCE REQUIREMENTS

Proof of insurance is required for all contracts, unless the purchase is for goods only, and the vendor is not coming on to Town property at all, or the goods are simply being delivered by the vendor or a 3rd party delivery service. In all other instances, insurance is required according to the insurance matrix attached to this policy. Any endorsements must be included with the AcordCertificate.

PREVAILING WAGE

All work performed on Town property requires prevailing wage to be paid. Prevailing wage schedules should be obtained by the department responsible for the contract for all jobs requiring that prevailing wage be reported to the Town, and a link to the schedule entered into ACMS. This is required for the contract to begin routing. Requests are made through an online application on the New York State Department of labor (NYS DOL) website:

<https://www.labor.ny.gov/workerprotection/publicwork/PWReqforOWS.shtm>

Departments are also responsible for reporting to NYS DOL as follows:

- When a contract is awarded, the Notice of Award form PW16 should be filled out and submitted to NYS DOL
- When the contract is complete, or if it has been cancelled, the Notice of Completion/Cancellation of Contract form PW200 should be filled out and submitted to NYS DOL

If you have any questions regarding prevailing wage, please contact Contract Compliance.

SOLE SOURCE PURCHASES

Sole source purchases are those that can only be obtained from one source. Written documentation regarding sole source procurement must be obtained and approved by Contract Compliance, and entered into CRS when the contract is routed. The Town Board must approve the vendor as sole source by resolution in conjunction with the contract approval. A contract must be in place outlining the terms of the purchase agreement; this will also assist in Comptroller review and approval of claims (vouchers).

EMERGENCY PURCHASES

Emergency purchases are allowable with approval from the Supervisor. In most cases, the circumstances surrounding emergency purchases typically do not allow enough time to put a contract in place. A proposal should be obtained from the vendor prior to the purchase or work being performed. An addendum and insurance must be obtained if physical work is being performed. When the PO/voucher is submitted to the Comptroller's Office, the proposal and Emergency Purchase Form (signed by the Supervisor) should be attached. Town Board

notification is required at the first Town Board meeting following the purchase authorization. If a signed contract is obtained, it should be routed through ACMS. A note should be placed in the comment section indicating that it was an emergency purchase. The Emergency Purchase Documentation Form should be entered into ACMS.

See the Procurement Policy for additional information regarding emergency purchases.

WITHDRAWAL OF CONTRACTS

If a contract has been entered into ACMS and needs to be withdrawn prior to completion of routing, the initiating department should submit a request to the IT Department, and copy the Contract Compliance Department. Once Contract Compliance approves the withdrawal, IT will mark the contract as withdrawn.

APPENDIX A

Town of Amherst Agreements

NYS OGS Contract

Erie County Contract

Piggyback / Cooperative Contract

Please see following pages

**TOWN OF AMHERST AGREEMENT
PARTICIPATION IN
NYS OGS CONTRACT**

Let this document stand as an agreement between (Vendor Name) and the Town of Amherst, permitting the Town of Amherst to participate in the (Contract Name) with (Vendor Name) under the New York State Office of General Services Contract (Contract Number), for the contract term (start date) through (end date).

Agreed to and Accepted by:

(VENDOR NAME)

By: _____
Signature

Printed Name

Title

Date: _____

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

Date: _____

**TOWN OF AMHERST AGREEMENT
PARTICIPATION IN
ERIE COUNTY CONTRACT**

Let this document stand as an agreement between (Vendor Name) and the Town of Amherst, permitting the Town of Amherst to participate in the (Contract Name) with (Vendor Name) under the Erie County Bid Contract (Contract Number), for the contract term (start date) through (end date).

Agreed to and Accepted by:

(VENDOR NAME)

By: _____

Signature

Printed Name

Title

Date: _____

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____

Brian J. Kulpa, Supervisor

Date: _____

**TOWN OF AMHERST AGREEMENT
PARTICIPATION IN
PIGGYBACK / COOPERATIVE CONTRACT**

Let this document stand as an agreement between (Vendor Name) and the Town of Amherst, permitting the Town of Amherst to participate in the (Contract Name) with (Vendor Name) under Contract (Contract Number), for the contract term (start date) through (end date). The original contract was bid out by (municipality or cooperative contract name).

Agreed to and Accepted by:

(VENDOR NAME)

By: _____

Signature

Printed Name

Title

Date: _____

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____

Brian J. Kulpa, Supervisor

Date: _____

APPENDIX B

Addendums

Minor Construction and Maintenance

Major Construction and Maintenance

Vendor On-Site – Minor

Vendor On-Site – Major

Vendor Not on Site

Professional Services Consultant – Minor

Professional Services Consultant – Major

Please see Town Intranet

The Addenda listed are the current forms to be used and are available on the Contract Compliance page of the Town Intranet. These Addenda coincide with the Insurance Matrix in Appendix E.

The Insurance Matrix, Addenda, and sample Certificates of Insurance are subject to change by the Town Attorney.

The most current versions will be kept up to date on the Intranet.

APPENDIX C

Sample Prevailing Wage Schedule

New York  State		☰ State Agencies	🔍 Search all of NY.gov		
New York State Department of Labor					
Prevailing Wage					
Unemployment Benefits	Career Services	Business Services	Worker Protection	Forms and Publications	Home
Wage Schedule · Submit Notice Of Award · Submit Notice Of Project Completion					
PRC#: 2019015126			Acceptance Status: Accepted Article 8		
Type of Contracting Agency: Town					
Contracting Agency			Send Reply To		
Town of Amherst New York Thomas Barillari Technical Services Officer 500 John James Audubon Parkway Amherst NY 14228 (716) 939-1227 tbarillari@apdny.org					
Project Information					
Project Title Access Control at Police					
Description of Work Adding access control to doors at Police HQ					
Contract Id No. Y6264					
Project Locations(s) Police HQ					
Route No / Street Address 500 John James Audubon Parkway					
Village / City Amherst					
Town Amherst					
State / Zip NY 14228					
Nature of Project Other New Construction (Explain)					
Approximate Bid Date 12/03/2019					
Checked Occupation(s) Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)					
Applicable Counties					
Erie					

APPENDIX D

Iran Divestment Certification Form

Please see following page

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

APPENDIX E
Insurance Matrix

Please see following page

INSTRUCTIONS FOR TOWN OF AMHERST 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 "Town of Amherst, 5583 Main St, Williamsville, NY 14221"
- 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: Town of Amherst, (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 Major Construction and Maintenance	B Minor Construction and Maintenance	C Vendor on Site - Minor	D Vendor on Site - Major	E Vendor not on site	F Professional Services Consultant - Minor	G Professional Services Consultant - Major
Commercial Gen. Liab.(CGL)	\$1,000,000 per occ.	\$1,000,000	\$1,000,000 CSL	\$1,000,000 CSL	N/A	\$1,000,000 CSL	\$1,000,000 CSL
General Aggregate	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	N/A	\$2,000,000	\$2,000,000
Products Completed Operations Liability	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	N/A	\$2,000,000	\$2,000,000
Blanket Broad Form Contractual Liability	INCLUDE	INCLUDE		INCLUDE		INCLUDE	INCLUDE
Contractual Liability	INCLUDE	INCLUDE	INCLUDE	INCLUDE	N/A	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE	INCLUDE	INCLUDE			INCLUDE	
X.C.U. (explosion, collapse, Underground)	INCLUDE	INCLUDE	INCLUDE				
Liquor Law					N/A	INCLUDE	
Auto Liab.	\$1,000,000 CSL	\$1,000,000	N/A	\$1,000,000 CSL	N/A	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE	INCLUDE		INCLUDE		INCLUDE	INCLUDE
Hired	INCLUDE	INCLUDE		INCLUDE		INCLUDE	INCLUDE
Non-Owned	INCLUDE	INCLUDE		INCLUDE		INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$2,000,000	N/A	\$5,000,000		\$2,000,000	\$5,000,000
Worker's Compensation & Employer's Liability	STATUTORY		STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY		STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability				\$5,000,000			
Town of Amherst, To Be Named Additional Insured	Comp. 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

V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.

VI Coverage must be provided on a primary-noncontributory bases.

VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.

VIII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.

IX. Waiver of Subrogation: Required on all lines unless noted

X. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.

XI. Workers Compensation: State Workers' Compensation/Disability Benefits Law. Use Applicable Certificates Below:

Workers Compensation Forms

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

DBL (Disability Benefits Law) Forms

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

XII. The "ACCORD" form certificate may be used in place of the Town of Amherst Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACCORD" form certificate.

APPENDIX F

Sample Certificate of Liability Insurance (Acord 25)

CONTRACTOR SAMPLE

ACORDTM CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)												
PRODUCER Broker Name Address Address Phone		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERES NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Insured Name Address Address Phone		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C: Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Insurance Company		INSURER B: Insurance Company		INSURER C: Insurance Company		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #													
INSURER A: Insurance Company														
INSURER B: Insurance Company														
INSURER C: Insurance Company														
INSURER D:														
INSURER E:														
COVERAGES														
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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.														
INSURER LTR / UNDR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS									
A X	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	#####	mm/dd/yy	mm/dd/yy	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADVI INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OP AGG \$2,000,000									
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	#####	mm/dd/yy	mm/dd/yy	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$									
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$									
A X	EXCESS UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	#####	mm/dd/yy	mm/dd/yy	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$									
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER ENCLOSED? If yes, describe under SPECIAL PROVISIONS below	#####	mm/dd/yy	mm/dd/yy	<input checked="" type="checkbox"/> WC & TLA - POLICY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000									
B	OTHER Professional Liability	#####	mm/dd/yy	mm/dd/yy	\$1,000,000/\$2,000,000									
C	Pollution Liability (if required)	#####	mm/dd/yy	mm/dd/yy	\$5,000,000/\$5,000,000									
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS														
The Town of Amherst is named as an additional insured on a primary and non-contributory basis. Workers Compensation includes owners.														
CERTIFICATE HOLDER			CANCELLATION											
Town of Amherst 5583 Main Street Williamsville, NY 14221			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.											
			AUTHORIZED REPRESENTATIVE Broker Signature											

ACORD 25 (2001/08)

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APPENDIX G

Sample Certificate of Workers Compensation



Workers' Compensation Board

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>GP LAND AND CARPET CORP 5905 Lake Road South Brockport, NY 14420</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy) Town of Amherst Building Maintenance Dept 5538 Main St</p>	<p>1b. Business Telephone Number of Insured</p> <p>(585)391-3969</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 166330058</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Town of Amherst Building Maintenance Dept 5538 Main St Williamsville, NY 14221</p>	<p>3a. Name of Insurance Carrier</p> <p>Selective Insurance of South Carolina</p> <p>3b. Policy Number of Entity Listed in Box "1a"</p> <p>WC9056002</p> <p>3c. Policy effective period</p> <p><u>12/31/2018</u> to <u>12/31/2019</u></p> <p>3d. The Proprietor, Partners or Executive Officers are</p> <p><input type="checkbox"/> included. (Only check box if all partners/officers included)</p> <p><input type="checkbox"/> all excluded or certain partners/officers excluded</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? Yes No

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: David S. Boyce
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: David S. Boyce 01/04/2019
(Signature) (Date)

Title: President - CEO

Telephone Number of authorized representative or licensed agent of insurance carrier: 1-888-229-6151

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-15)

www.wcb.ny.gov

APPENDIX H

Sample Certificate of NYS Disability Insurance

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier	
1a. Legal Name and Address of Insured (Use street address only)	1b. Business Telephone Number of Insured 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) State University of New York Room 302 1400 Washington Avenue Albany, NY 12222	3a. Name of Insurance Carrier 3b. Policy Number of entity listed in box "1a": 3c. Policy effective period: _____ to _____
4. Policy covers: a. <input type="checkbox"/> All of the employer's employees eligible under the New York Disability Benefits Law b. <input type="checkbox"/> Only the following class or classes of the employer's employees: Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above Date Signed _____ By _____ (Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier) Telephone Number _____ Title _____	
<p>IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder. If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.</p>	
PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)	
<p>State Of New York Workers' Compensation Board</p>	
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees	
Date Signed _____	By _____ (Signature of NYS Workers' Compensation Board Employee)
Telephone Number _____	Title _____

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

DB-120.1 (5-06)