



CONTRACT INFO SHEET

Monroe County Division of Purchasing
200 County Office Building, Rochester NY 14614

DATE: **AUGUST 1, 2025**

CONTRACT EXTENSION

BID TITLE: **OVERHEAD&GARAGE DOOR M&R**

CONTRACT #: **0611-23 (7700000176)**

CONTRACT DATES: **08/01/2025 – 07/31/2026**

BUYER: **Catherine Shafer**
PHONE: **585-753-1183**
FAX: **585-753-1104**

VENDOR(S): **Vendor #11101585**
ALLIANCE DOOR & HARDWARE INC.
ATTN: LOU BIVONE, PRESIDENT
55 ALLIANCE DRIVE
Rochester, NY 14623

CHANGES AS FOLLOWS: **CONTRACT HAS BEEN EXTENDED THROUGH JULY 31, 2026, WITH A PRICE CHANGE TO THE FOLLOWING**
LABOR RATE: \$152.17; LABOR RATE OT WEEK & SAT:
\$169.04 LABOR RAT OT SUN & HOLIDAY \$185.90

A handwritten signature in blue ink, appearing to read "Catherine Shafer", is written over a light blue circular stamp.

Catherine Shafer
Buyer

XC: BP FOLDER
VENDOR
BUYER

BID ITEM: Overhead and Garage Door Maintenance & Repair

FOR: Monroe County

BUYER CONTACT: The Buyer, identified below, is the sole point of contact regarding this Bid from the date of issuance until the bids are opened and the results made public.

Catherine Shafer
Monroe County Division of Purchasing
200 County Office Building
39 West Main Street
Rochester, NY 14614

Phone: 585-753-1183

Email: cshafer@monroecounty.gov

All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later noon (12:00 PM Eastern Time) on **Tuesday, July 11, 2023.**

All questions will be answered and documented in writing as an Addendum to the Bid. These will be sent out to all Bidders who received the original Bid no later than **Friday, July 14, 2023.**

DUPLICATE COPIES: Please submit your bid in duplicate; the original and one (1) copy.

BID INFORMATION: At the time of bid, the bidder shall supply detailed specifications and MWBE requirements for the item(s) contained herein, and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.

SUBMITTAL OF FORMAL PROPOSAL: Bid proposal must be legible and submitted in the original form, bearing an original signature. **EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.**

All bidders must submit proof that they have obtained the required **Workers' Compensation and Disability Benefits Insurance** coverage or **PROOF** that they are exempt. (Visit www.wcb.ny.gov for forms.)

SPECIFICATION ALTERATIONS: Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. **Only formal written addenda can materially alter this set of specifications.** No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.

QUANTITIES: The quantities listed are the estimated annual requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term.

BRAND REFERENCE:

References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.

QUALIFIED BIDDER:

Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, MWBE Utilization Plan, references and performance of similar contracts. **The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to his ability to perform.** Monroe County reserves the right to reject any and all bids if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.

METHOD OF AWARD:

Monroe County intends to award the bid to the lowest responsive and responsible bidder, based on the **STRAIGHT RATE. Bidder must bid on all items in order to be considered.** The County reserves the right to reject any and all bids if the Purchasing Manager deems said action to be in the best interest of the County.

CONTRACT TERM:

Contract will start with the date of the contract award and run through **July 31, 2024**, with the option to renew the contract up to four (4) additional twelve (12) month periods at the mutual consent of both parties.

NYS WAGE RATES:

Pursuant to the provision of Section 220-A of the New York State Labor Law, as amended, the Contractor (and related Subcontractors) will be obligated to pay all workers in the covered classes only the applicable prevailing wage rates and supplements. The minimum hourly wage rate to be paid the various classes of labor performing work under this contract shall be in accordance with schedules which have been established or may hereafter be established or increased, by the New York State Department of Labor during the contract term. Refer to NYS Wage Schedule PRC# 2023006749 developed for this project.

PRICE CHANGES:

Price changes may be proposed by either party no later than forty-five (45) days prior to contract extension, based upon manufacturer price changes which must be supported with documentation. Should price changes not be acceptable to both parties, the contract will not be extended. Prices may change only at the time of extension.

OR – for these volatile times...

Price changes may be proposed by either party on a quarter annual basis no less than (30) days prior to the end of such quarter year, or no less than (30) days prior to the end of contract term, based upon manufacturer or supplier price changes that must be supported with specific documentation justifying the change. Should proposed price changes not be acceptable to both parties, the contract may be terminated by either party at the end of the quarter year or contract term.

MINIMUM ORDER:

No minimum order is specified for this contract. Agencies must be able to order as needed.

Department as specified by a Purchase Order. Delivery costs must be included in the unit prices bid. Deliveries must be made within two (2) weeks after receipt of purchase order number. The County reserves the right to terminate the Contract in the event the specified delivery time is not met.

**PURCHASE ORDER
ISSUANCE:**

Delivery of services may be directed by the receipt of a Purchase Order only. Items that are not part of this bid will not be paid for by Monroe County. As to all purchase orders issued by Monroe County, exceptions may only be authorized, in writing, by the Purchasing Manager or her authorized agent prior to delivery.

**BILLING
PROCEDURE:**

All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. **ALL INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.**

**WARRANTY/
GUARANTEE:**

All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of one year from date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

**UNCONTEMPLATED
PURCHASES:**

Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.

SUBCONTRACT:

The successful Bidder shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager. Notwithstanding the foregoing, subcontractor(s) set forth in a Bidder's MBE/WBE Utilization Plan submitted pursuant to the Minority and Women Owned Business Enterprise Requirements and approved by the County's Director of Diversity, Equity, and Inclusion shall be deemed to be approved subcontractor(s).

RELATED ITEMS:

The County reserves the right to add miscellaneous related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or her Designee.

**REPORT OF
PURCHASE:**

The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered, to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.

**SECURITIES AND
INSURANCE:**

Any Certificate of Insurance, Bonds or other forms of security required by this bid are to be submitted to the Purchasing Manager no later than ten (10) normal business days following the date of notification of award. Documents must be received by the close of business, 5:00 P.M. on that day.

**COMPLIANCE WITH
THE LAW:**

The Contractor agrees to procure all necessary licenses and permits. The Contractor shall comply with all laws, rules, and regulations pertaining to the payment of wages and all other matters applicable to the work performed under this contract.

OTHER AGENCIES

The Contractor(s) must honor the prices, terms and conditions of this contract with political subdivisions or districts located in whole or in part within Monroe County. In addition, the contractor may, but is not required to, extend the prices, terms and conditions of this contract to any other political subdivision or district. Usage of this contract by any of these other political subdivisions or districts will have to be coordinated between that subdivision or district and the contractor. Orders placed against this contract between any subdivision or district will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

INDEMNIFICATION:

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

EQUAL PAY
CERTIFICATION:

Prior to the execution of this Agreement, the Contractor shall submit to the County an Equal Pay Certification ("Certification") affirming the Contractor's compliance with the Federal Equal Pay Act, 29 USC § 206 and New York State Labor Law §194, as amended from time to time ("Equal Pay Laws"). As set forth in the Certification, the Contractor's violation of one or more of the Equal Pay Laws or its filing of a false or misleading Certification during the term of this Agreement may constitute grounds for the County in its sole discretion to immediately terminate the Agreement and for determining the Contractor to be not qualified to participate in future Monroe County contracts.

WOMEN'S BUSINESS
ENTERPRISE
REQUIREMENTS

The Bidder shall take affirmative steps to afford opportunities for MBE and WBE firms on the project and the Bidder shall make its best efforts to meet the MBE/WBE participation goals established for this project. The specific affirmative steps to be taken by Bidder are described in subparagraphs b and d below.

The Bidder shall designate, in writing, an executive of its company who will have overall responsibility for implementing the Bidder's MBE/WBE Utilization Plan. The successful Bidder shall be responsible for maintaining records showing subcontractor awards to MBE and WBE firms and all specific efforts to award subcontracts to such firms even if not successful. A copy of the monthly report form is included in these Requirements. This report form is to be completed by the successful Bidder and submitted to the County with each monthly progress payment application.

Bidders that are either MBEs or WBEs will be allowed to include their own participation towards meeting MBE/WBE participation goals established for this project. In the event a Bidder is a MBE, such Bidder shall remain subject to the goal of subcontracting at least three percent (3%) of the total cost of services to a WBE. In the event a Bidder is a WBE, such Bidder shall remain subject to the goal of subcontracting at least twelve percent (12%) of the total cost of services to a MBE. In the event a Bidder is both a MBE and WBE, the Bidder shall choose one of the two designations and shall remain subject to the subcontracting best efforts requirement for the designation not chosen.

M/WBE firms must be certified by the New York State office of Minority and Women's Business Development or the Monroe County M/WBE Certification Program (locally funded contracts only). The County reserves the right to require specific certification program(s) for its projects.

The successful Bidder shall also be required to submit payment records, which demonstrate payment by the Bidder to all subcontractors, including the MBE and WBE firms utilized on the project. Such submissions shall include affidavits certifying payments to subcontractors for work previously paid for by the County. A copy of the Affidavit of Payment form to be utilized by the Bidder is included in these Specifications.

**MINORITY AND
WOMEN'S BUSINESS
ENTERPRISE
REQUIREMENTS
CONTINUED**

b. Bidder's Detailed M/WBE Utilization Plan

An M/WBE utilization plan shall be submitted with each Bid. The utilization plan must include a detailed MBE/WBE Utilization Plan form and a signed Letter of Intent from each of the MBE/WBE firms identified in the Plan. The Plan must identify the MBE and WBE firms to be utilized by the Bidder. If specific spend information is not available, complete details must be provided on the actual work M/WBEs will complete on the project, together with an explanation as to why spending data is not available shall be provided. If a firm is unable to show obtainment of program goals when submitting the utilization plan, Bidder must submit a Request for M/WBE Utilization Waiver with the initial bid. An approved Utilization Plan or granted utilization waiver will be required prior to contract issue. If the Utilization Plan is reviewed and determined to be insufficient and/or a utilization waiver is not granted, the bid may be disqualified as non-responsive.

The County's Director of Diversity, Equity, and Inclusion (DEI) shall be responsible for approving Bidder's MBE/WBE Utilization Plan; any utilization waiver applications; and/or reviewing each subcontractor's MBE or WBE certifications.

The successful Bidder will be obligated, throughout the term of the Contract, to furnish to the County's M/WBE Program Manager copies of all subcontracts with M/WBE firms for Project work. Failure to provide the County with a copy of such subcontracts prior to commencement of the subcontracted work shall constitute a breach of Bidder's obligations and the County shall have the right, at its discretion, to order the work suspended until Bidder has complied with this provision. Any costs associated with or resulting from a suspension of work due to Bidder's failure to comply with this provision shall be Bidder's sole responsibility.

Any amendments to the Utilization Plan submitted by Bidder must be approved by the County's M/WBE Program Manager, including, without limitation, changes in the work to be subcontracted to MBE/WBE firms; changes in the use of MBE/WBE firms; and/or substitutions of MBE/WBE firms. Updated utilization plans shall be submitted for change orders over \$20,000.

**MINORITY AND
WOMEN'S BUSINESS
ENTERPRISE
REQUIREMENTS
CONTINUED**

c. Disqualification of Proposals

Without limiting other grounds for the disqualification of bids on the basis of nonresponsiveness and/or nonresponsibility, the County may disqualify a bid as being nonresponsive and/or nonresponsible for failure to provide a timely MBE/WBE Utilization Plan, obtain a waiver, and/or remedy noted deficiencies in the Bidder's MBE/WBE Utilization Plan.

Where it appears that a Bidder, after making its best efforts, cannot comply with M/WBE participation requirements, a Bidder may submit a written application with its bid requesting a partial or total waiver of such requirements, setting forth the reasons for the Bidder's inability to meet any or all of the participation requirements and an explanation of the efforts undertaken by the Bidder to obtain the required participation of certified businesses. The County's Director of DEI will evaluate utilization waiver applications to determine if the Bidder's efforts are sufficient to grant the waiver. Efforts to obtain M/WBE participation that are merely pro forma are not best efforts, nor are efforts that, even if they are sincerely motivated, given all relevant circumstances, could not reasonably be expected to produce a level of M/WBE participation sufficient to meet the goal. In order to evaluate a Bidder's best efforts, the County's Director of DEI will consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder has made. Below is a list of the types of actions which the County's Director of DEI will consider as part of the Bidder's best efforts to obtain M/WBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exhaustive or exclusive. Other factors or types of efforts may be relevant in appropriate cases:

1. The Bidder shall conduct market research to identify small business contractors and suppliers and solicit, through all reasonable and available means, the interest of all certified M/WBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events; advertising and/or written notices; posting of notices of sources sought and/or requests for proposals, written notices or emails to all certified M/WBEs listed in the appropriate directory of certified firms that specialize in the areas of work desired and which are located in the area or surrounding area.
2. The Bidder shall solicit this interest as early in the bidding process as practicable, to allow the M/WBEs to respond to the solicitation and submit a timely offer. The Bidder shall determine with certainty if the M/WBEs are interested by taking appropriate steps, including following up the initial solicitation with at least one additional solicitation via a different media. The Bidder shall solicit quotes from qualified firms listed in the NYS M/WBE or Monroe County directory, regardless if they have their own database of M/WBE firms. The Bidder shall keep records of efforts to solicit and negotiate with M/WBEs as evidence of best efforts. These records must include the firms contacted, method of contact, evidence of actions, and contact information of individuals that were sent outreach efforts. M/WBE firms should be given a minimum of 10 business days to submit quotes.
3. Selecting portions of the work to be performed by M/WBEs in order to increase the likelihood that the M/WBE goal will be achieved. This includes, where appropriate, either breaking down operations or combining like or related operations into logistically and economically feasible units to facilitate M/WBE participation, even when the Bidder might prefer to perform these work items with its own forces. This may include, where possible, establishing flexible time frames for performance and delivery schedules in a manner that encourages and facilitates M/WBE participation.

MINORITY AND
WOMEN'S BUSINESS
ENTERPRISE
REQUIREMENTS
CONTINUED

4. Providing interested M/WBEs with adequate information on where and how to obtain the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their timely offer.
5. Negotiating in good faith with interested M/WBEs. It is the Bidder's responsibility to make a portion of the work available to M/WBE subcontractors and material suppliers and to select those portions of the work or material needs consistent with the available M/WBE subcontractors and material suppliers, to facilitate M/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of M/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for M/WBEs to perform the work.
6. Additional Costs. The fact that there may be some additional costs involved in finding and using M/WBEs is not in itself sufficient reason for a Bidder's failure to meet the contract M/WBE goal, as long as such costs are reasonable. The ability or desire of a Bidder to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make best efforts.
7. Replacement Firms. A Bidder's inability to find a replacement M/WBE at the original price is not sufficient to support a finding that best efforts have been made to replace the original M/WBE. The fact that the Bidder has the ability and/or desire to perform the contract work with its own forces does not relieve the Bidder of the obligation to make best efforts to find a replacement M/WBE, and it is not a sound basis for rejecting a prospective replacement M/WBE's reasonable quote.
8. Making efforts to assist interested M/WBEs in obtaining bonding, lines of credit or insurance as required by the Department or the Bidder.
9. Making efforts to assist interested M/WBEs in obtaining necessary equipment, supplies, materials, or related assistance.
10. The County's M/WBE Program Manager will provide assistance to potential bidders in connecting with M/WBEs.

The Bidder's failure to perform in accordance with an approved M/WBE Utilization Plan shall constitute a default by the Bidder of the obligations under the Contract. In the event of such a default by Bidder, the County shall be entitled to deduct payment to Bidder in the percentage amount of the Contract which equals Bidder's shortfall from the M/WBE participation goals for this project. Such deductions by the County may begin with the Bidder's initial payment application, and will carry-over to subsequent payment applications until the total amount of the deductions equals the amount of the MBE/WBE participation goal shortfall. In the event the Bidder thereafter performs in accordance with an approved M/WBE Utilization Plan, the County will reimburse any payment deductions made pursuant to this provision. In the event the Bidder continues to fail to perform in accordance with an approved M/WBE Utilization Plan, the County will retain any payment deductions made pursuant to this provision and may seek any other rights and remedies available to County under law or in equity.

MINORITY AND
WOMEN'S BUSINESS
ENTERPRISE
REQUIREMENTS
CONTINUED

f. Additional Requirements

1. M/WBE Supplier

M/WBE supplier participation shall be based on 50% of their contract amount. This participation shall be based on 100% of contract amount if said MBE/WBE installs the material they are supplying.

A supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. It is a firm that engages in, as its principal business, and in its own name, the purchase and sale of the products in question. One who deals in bulk items such as steel, cement, gravel, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.

2. M/WBE Trucking

No material costs will be credited towards a project's M/WBE goals. M/WBE trucking participation credit will be granted for the utilization of M/WBE owned or leased equipment only.

3. M/WBE Labor Only Subcontracts

The M/WBE subcontractor shall submit documentation of the relationship between its work force and the Bidder's work force. The Bidder and the M/WBE subcontractors shall submit copies of the certified payrolls to the County (or designee).

4. M/WBE Subcontract to Non-M/WBE

In order to allow management flexibility for M/WBE firms, the M/WBE firms are permitted to subcontract up to 49% of any single M/WBE subcontract to non-M/WBEs and still have the whole M/WBE subcontract count towards fulfillment of the M/WBE utilization requirement. If the M/WBE firm contracts out more than 49% of any single M/WBE subcontract to non-M/WBE firms, the Subcontract between the M/WBE and the prime Bidder shall no longer be considered a bona fide M/WBE subcontract.

M/WBE participation will be counted toward meeting the M/WBE contract goals subject to all of the following conditions:

1. Commercially Useful Function

The Bidder is responsible for ensuring that M/WBEs working on the contract perform a commercially useful function. A M/WBE is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of work on a contract and carries out his/her responsibilities by actually performing, managing, and supervising the work involved in accordance with normal industry practice (except where such practices are inconsistent with the M/WBE regulations). Arrangements that erode the ownership, control, or independence of the M/WBE or in any other way does not meet the commercially useful function requirement, the Bidder shall receive no credit toward the goal.

2. Work Force

The M/WBE firm must employ a work force (including administrative and clerical) separate and apart from that employed by the Bidder, other subcontractors on the project, or their affiliates. This does not preclude the employment by the M/WBE of an individual that has been previously employed by another firm involved in the Contract, provided that the individual was independently recruited by the M/WBE in accordance with customary industry practice. The routine transfer of work crews from another employer to the M/WBE shall not be allowed.

3. Supervision

All work performed by the M/WBE must be controlled and supervised by the M/WBE without duplication of supervisory personnel from the Bidder or other subcontractors. This does not preclude routine communication between the supervisory personnel of the M/WBE and other supervisors necessary to coordinate the work of the contract.

4. Equipment

M/WBE subcontractors may supplement their equipment by renting or leasing additional equipment in accordance with customary industry practice. However, no more than 50% of the equipment required to perform the work of the subcontractor may be obtained from the Bidder, other subcontractors on the project, or their affiliates. If the M/WBE obtains equipment from any of those sources, the County of Monroe shall receive from the M/WBE documentation demonstrating that similar equipment and terms could not be obtained at a lower cost from other customary sources of equipment. The required documentation shall include, but not be limited to, copies of the rental or leasing agreements, and the names, addresses, and terms quoted by other sources of equipment.

1 Definitions

The following terms are defined as follows:

- (a) Minority Business Enterprise (MBE) - an independent business completely or substantially owned, controlled and operated by one or more members of specified minority groups or socially and economically disadvantaged individuals
- (b) Women's Business Enterprise (WBE) - an independent business completely or substantially owned, controlled and operated by one or more women
- (c) Independent - demonstrably free from any control, domination or undue influence by individuals or businesses who are not intended to be primary beneficiaries of the MBE/WBE program.
- (d) Business - an entity capable of performing a commercially useful function, including management and supervision of the work.
- (e) Owned, controlled and operated - minority or women owners must: (a) have at least 51% of the beneficial ownership interest of the business; (b) share in the risks and profits commensurate with their percentage of ownership; (c) possess the power to direct or cause the direction of the management and policies of the business; (d) be actively involved in the day-to-day management and operation of the firm.
- (f) Specified minority groups - Black Americans, Hispanic Americans, Native Americans and Asian Pacific Americans.
- (g) Socially and economically disadvantaged - member of a group or an individual found to be socially and economically disadvantaged by the U.S. Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 USC Section 637 (a)).

BP 0611-23
OVERHEAD AND GARAGE DOOR MAINTENANCE AND REPAIR
SPECIFICATIONS

1.00 GENERAL:

1.01 SCOPE:

Monroe County is seeking qualified bidders for repair services to overhead garage doors, rolling steel doors, fire shutters and parking garage grilles located within facilities owned, leased or otherwise under the control of Monroe County. Typical work includes repairs on tracks and rollers, cables, springs, electric operators and controls and repair or replacement of door sections. Details of service not explicitly stated in these specifications, but necessarily attendant thereto, is deemed understood by the Bidder. All material and equipment furnished shall be new and in excellent working condition.

The Bidder shall be completely responsible for their work, including any damages or breakdowns caused by their failure to take appropriate action. No drug use of any type or alcoholic beverages by the Bidder or its personnel shall be permitted on the premises. Monroe County will make no allowance or concession to the Bidder for any alleged misunderstanding or deception because of quantity, quality, character, location or other conditions.

INSPECTION - The quality of service shall be subject to inspection by Monroe County at any time. Should it be found that the quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, Monroe County may terminate the contract and employ another Bidder to fulfill the requirements of the contract. The existing Bidder shall be liable to Monroe County for costs incurred on account thereof.

STOP WORK ORDER - Monroe County reserves the right to stop the work covered by this contract at any time that it is deemed the successful Bidder is unable or incapable of performing the work to the satisfaction of Monroe County. In the event of such stopping, Monroe County shall have the right to arrange for the completion of the work in such a manner as it may deem advisable, the successful Bidder shall be liable to Monroe County for any excess costs incurred.

Work covered by this contract will not include repairs covered under a guarantee or warranty period for new doors, unless such repairs are specifically requested by Monroe County.

1.02 LOCATIONS:

Various locations throughout Monroe County.

1.03 BIDDER QUALIFICATIONS:

- a) Qualified Bidders shall have experience installing, servicing and repairing such equipment and systems. References may be requested prior to award. Failure to provide adequate references of successful completion of a project(s) equivalent in size to those which will be encountered with Monroe County may be grounds for bid rejection.
- b) A licensed in-house electrician must be in the employ of the successful Bidder. That person must have experience on garage door openers and electric motors.
- c) Registered and properly equipped service vehicles must be available for Monroe County projects. The use of sub-contractors is not acceptable, except with MWBE language.

2.00 SERVICE DESCRIPTION:

2.01 WORKING HOURS:

Work required by these specifications, including regular maintenance calls and emergencies, shall be performed during "regular time" hours from 8:00 AM through 4:30 PM on Monday through Friday with the exception of the legal holidays as set forth in the NYS Prevailing Wage Rate Schedule.

Any emergency calls that may be required during off-duty hours shall be performed as requested. All wages paid to bidders' employees must be paid in accordance with the provisions of the NYS Prevailing Wage Rate Schedule.

2.02 ACCESS TO SECURED AREAS:

The Bidder shall be required to comply with applicable rules and regulations of Monroe County at the airport as well as all other locations with respect to access of both personnel and vehicles to secured areas of the airport. At no time shall the Bidder enter a secured area of the airfield or the passenger terminal building without having been properly identified and escorted.

2.03 CORRECTIVE MAINTENANCE/REPAIRS:

Repairs shall be defined as restoration of doors to satisfactory operating condition when operated electrically and when operated manually in case of an electrical or power failure. All types of repairs shall be made to restore doors to satisfactory operating condition including: restoration or replacement of springs, guides, bent and/or broken sections, supports, mounting and anchorage hardware, operating hardware, locking and latching hardware, moldings, track, cables, wires, switches, astragals, manual operator components, electrical operator components, radio controls, etc.

Spring replacements on doors shall be guaranteed against spring breakage for 50,000 full cycles of operation based on evidence of tests.

The Bidder shall replace all broken cables and cables which are frayed, severely rusted or show signs of wear. New cables shall be galvanized or stainless with a load rated 8 to 1 safety factor. Equipment

and parts shall be from the manufacturer of the new and existing equipment.

Prior to commencing any repairs on doors, the Bidder is to provide the Authorizing Department with an approximate number of labor hours, by trade and parts cost to complete the repairs.

All non-emergency repairs over \$500.00 shall be performed during "regular time" hours only after submission of an itemized estimate, which shall be approved by the Authorizing Department prior to the start of work.

If a problem is found to exist in a part which the Bidder has installed, the Bidder will be required to make necessary repairs at no further cost to Monroe County. Work on any non-emergency job must commence within three (3) or fewer days of the authorization to proceed issued by Monroe County, unless a later start work date is agreed to by Monroe County and the Bidder. Work must be completed within a reasonable timeframe for the size of the job. Documented excessive time to complete the work may lead to default of the contract.

2.04 EMERGENCY REPAIRS:

The Bidder shall provide emergency service on all doors. An emergency will be classified as any time at which a door cannot be opened or closed by any means, either manually or electrically.

The Bidder shall respond as soon as possible after receiving a call, but no later than one (1) hour for emergency service from any site.

2.05 CLEAN UP OF SITE

The Bidder shall perform all work in an orderly and professional manner and clean up all work areas after completion of work. Debris that may have resulted from inspection or repair shall be removed from the premises to the satisfaction of Authorized County Personnel.

2.06 PARTS:

- a. The Bidder guarantees that all parts supplied in conjunction with the services to be rendered are genuine, standard new stock products specifically designed and manufactured for use with original equipment and are identical in all aspects to original equipment manufacturer's replacement parts; also, that no part shall be substituted contrary to the manufacturer's recommendation. Every replacement part delivered shall be guaranteed against faulty material and workmanship in accordance with the manufacturer's standard warranty. Any faulty part shall be immediately replaced by the Bidder at no cost to Monroe County.
- b. The Bidder shall provide all parts and materials required to render the services specified hereunder and bill Monroe County at the actual Contractor's Cost plus five percent (5%). All materials shall be itemized on the bill submitted to Monroe County. Monroe County

BP 0611-23
OVERHEAD & GARAGE DOOR MAINTENANCE & REPAIR
UNIT PRICE SHEET

| <u>DESCRIPTION</u> | <u>QUANTITY</u> | <u>UNIT PRICE</u> | <u>EXTENSION</u> |
|--|-----------------|-------------------|---------------------|
| LABOR, REGULAR STRAIGHT TIME | 300 HOURS | \$ <u>146.43</u> | \$ <u>43,929.00</u> |
| LABOR, OVERTIME, WEEKDAYS AND SATURDAYS | 50 HOURS | \$ <u>162.55</u> | \$ <u>8127.50</u> |
| LABOR, OVERTIME, SUNDAYS AND HOLIDAYS | 20 HOURS | \$ <u>178.67</u> | \$ <u>3573.40</u> |
| | | TOTAL | \$ <u>55,629.90</u> |

PLEASE TRANSFER TOTAL TO FRONT PROPOSAL SHEET.

INSURANCE REQUIREMENTS
INDEMNIFICATION

The Contractor shall procure and maintain at his own expense until final completion of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Contractor or by his subcontractors. Monroe County must be named as Additional Insured on the General Liability and Motor Vehicle policies. The ACORD form shall name Monroe County as additional insured and certificate holder. **The General Liability and Motor Vehicle policies shall also include separate endorsement(s) naming Monroe County as an Additional Insured.**

Within ten (10) days after notice of award, the Contractor shall furnish to the County a certificate or certificates of insurance in a form satisfactory to the Monroe County Attorney (a sample form is attached to these specifications) showing that he has complied with all insurance requirements set forth herein, which certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the County. Except for Workers' Compensation Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract resulting from this bid solicitation. The kinds and amounts of insurance are as follows:

- A. **WORKERS' COMPENSATION AND DISABILITY INSURANCE:** A policy covering the operations of the Contractor in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law, covering all operations under Contract, whether performed by him or by his subcontractors. The Contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefits of, and keep insured during the life of said Contract, such employees in compliance with the provisions of the Worker's Compensation Law know as the Disability Benefits Law (Chapter 600 of the Laws of 1949) and amendments hereto. (www.wcb.ny.gov)

Worker's Comp Forms: Obtain one (1) of the following from (www.wcb.ny.gov)

- 1) C-105.2 (or U-26.3)
- 2) SI-12 (or GSI 105.2)
- 3) CE-200 (Exempt Form)

Disability Benefits Insurance: Obtain one (1) of the following from (www.wcb.ny.gov)

- 1) DB-120.1
- 2) DB-155
- 3) CE-200 (Exempt Form)

B. LIABILITY AND PROPERTY DAMAGE INSURANCE:

- (1) **CONTRACTOR'S GENERAL LIABILITY INSURANCE** issued to the Contractor and covering the liability for damages imposed by law upon the Contractor with respect to all work performed by him under the within Contract. All of the following coverages shall be included:

Comprehensive Form
Premises-Operations
Products/Completed Operations
Contractual Insurance covering the Hold Harmless Provision
Broad Form Property Damage
Independent Contractors
Personal injury

- (2) Unless otherwise specifically required by special specifications, each policy shall have limits of not less than the following:

| BODILY INJURY LIABILITY | PROPERTY DAMAGE LIABILITY | AGGREGATE |
|-------------------------|---------------------------|-------------|
| Each Occurrence | Each Occurrence | |
| \$1,000,000 | \$1,000,000 | \$3,000,000 |

- C. MOTOR VEHICLE INSURANCE** issued to the Contractor and covering public liability and property damage on the Contractor's vehicles in the amount of:

| BODILY INJURY LIABILITY | PROPERTY DAMAGE LIABILITY |
|-------------------------|---------------------------|
| Each Occurrence | Each Accident |
| \$1,000,000 | \$1,000,000 |

A sample insurance certificate is included with these specifications. All categories and amounts of insurance required for this bid project have been checked off on the sample. These are the minimum requirements that the Contractor must supply. Failure to supply a satisfactory certificate within ten (10) days after receipt of Notice of Award may result in the cancellation of the award.

Rev. 5/23/2012

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s) representative or producer and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

COMPLIANCE WITH FEDERAL SINGLE AUDIT ACT

In the event the Contractor is a recipient through this contract, directly or indirectly, of any funds of or from the United States Government, Contractor agrees to comply fully with the terms and requirements of Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The Contractor shall comply with all requirements stated in Federal Office of Management and Budget Circulars A-102, A-110 and A-133, and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act.

If on a cumulative basis the Contractor expends Seven Hundred and Fifty Thousand and no/100 Dollars (\$750,000.00) or more in federal funds in any fiscal year, it shall cause to have a single audit conducted, the Data Collection Form (defined in Federal Office of Management and Budget Circular A-133) shall be submitted to the County; however, if there are findings or questioned costs related to the program that is federally funded by the County, the Contractor shall submit the complete reporting package (defined in Federal Office of Management and Budget Circular A-133) to the County.

If on a cumulative basis the Contractor expends less than Seven Hundred and Fifty Thousand and no/100 Dollars (\$750,000.00) in federal funds in any fiscal year, it shall retain all documents relating to the federal programs for three (3) years after the close of the Contractor's fiscal year in which any payment was received from such federal programs.

All required documents must be submitted within nine (9) months of the close of the Contractor's fiscal year end to:


Monroe County Internal Audit Unit
304 County Office Building
39 West Main Street
Rochester, New York 14614

The Contractor shall, upon request of the County, provide the County such documentation, records, information and data and response to such inquiries as the County may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the County and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the County deems necessary to assure or monitor payments to the Contractor under this contract.

The County's right of inspection and audit pursuant to this contract shall survive the payment of monies due to Contractor and shall remain in full force and effect for a period of three (3) years after the close of the Contractor's fiscal year in which any funds or payment was received from the County under this contract.

APPENDIX A

APPLICATION FOR WAIVER OF M/WBE PARTICIPATION GOAL

| | | | |
|--|---|---|---|
| Section 1: Basic Information | | | |
| Contractor's Name: Alliance Door | | Federal Identification Number: 14-1117585 | |
| Street Address: 55 Alliance Dr. | | E-Mail Address: lbivone@alliancedoor.com | |
| City, State, Zip Code: Rochester NY 14623 | | Telephone: 585-474-4710 | |
| Project Name or Contract Number: | | M/WBE CONTRACT GOALS | |
| | | MBE % | WBE % |
| Section 2: Type of M/WBE Waiver Requested | | | |
| MBE Waiver | <input checked="" type="checkbox"/> Total | <input type="checkbox"/> Partial | If partial waiver, please enter the revised MBE percentage: |
| WBE Waiver | <input checked="" type="checkbox"/> Total | <input type="checkbox"/> Partial | If partial waiver, please enter the revised WBE percentage: |
| Please explain the reason for the waiver request (additional pages may be attached): | | | |
| Suppliers are not m/wbe firms Alliance Door does not use subcontractors | | | |
| Section 3: Supporting Documentation | | | |
| Provide the following documentation as evidence of your good faith efforts to meet the M/WBE goals set forth in the contract and in support of your waiver application. If Attachment F is applicable, you must include the date on the space provided and also copies of the notice of application receipt. | | | |
| <input type="checkbox"/> Attachment A. List of the general circulation, trade and M/WBE-oriented publications and dates of publications soliciting for certified M/WBE participation as a subcontractor/supplier and copies of such solicitation. <input type="checkbox"/> Attachment B. List of the certified M/WBEs appearing in the State M/WBE Directory or Monroe County M/WBE Directory that were solicited for this contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified M/WBEs. Describe specific reasons that responding certified M/WBEs were not selected. <input type="checkbox"/> Attachment C. Descriptions of the contract documents/plans/specifications made available to certified M/WBEs by the contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified M/WBEs. <input type="checkbox"/> Attachment D. Description of the negotiations between the contractor and certified M/WBEs for the purposes of complying with the M/WBE goals of this contract. <input type="checkbox"/> Attachment E. Identify dates of any pre-bid, pre-award, or other meetings attended by contractor, if any, scheduled by Monroe County with certified M/WBEs. <input type="checkbox"/> Attachment F. Waiver Pending ESD or Monroe County Certification (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with New York State or Monroe County). Date of such filing with New York State: Must provide a copy of notice of application receipt issued by Empire State Development (ESD) or an application statement form DEI/M/WBE. <input type="checkbox"/> Attachment G. List of all proposed subcontractors and the scope of work they will perform, regardless of certification status. <input type="checkbox"/> Attachment H. Any additional information that may be considered in this request. | | | |
| Section 4: Signature and Contact Information | | | |
| By signing and submitting this form, the contractor certifies that a good faith effort has been made to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, and a suspension or termination of the contract. | | | |
| Prepared By: (Signature)  | | | Date: 7-21-23 |
| Name and Title of Preparer (Print or Type) Lou Bivone - President | | | |

MONROE COUNTY MBE/WBE MONTHLY REPORT

PROJECT: _____

Your Firm Name: _____

Contract: _____

Contact Person: _____

CURRENT MONTH: _____

Phone Number: _____

[illegible]

NOTES:

1. If no comments are provided, it is assumed performance is acceptable.
2. Attach to this the monthly copies of canceled checks or other proof of payment to the MBE/WBE.

WWWRF Requirements

M/WBE-11

12/03/21

MBE/WBE AFFIDAVIT OF PAYMENT

STATE OF NEW YORK:

SS:

COUNTY OF MONROE:

_____, BEING DULY SWORN, deposes and says:

1. I am the _____ of _____ (CONTRACTOR), a company duly authorized to conduct business in the State of New York and that I have full authority to execute this document on behalf of said CONTRACTOR.
2. That CONTRACTOR entered into a contract dated _____ with _____ (Subcontractor) for the performance of the following scope of services:

3. That Subcontractor is believed by CONTRACTOR to be a bona fide minority or women's business enterprise (MBE or WBE respectively) as defined by the Agreement between the CONTRACTOR and the OWNER for

(Contract Name or Title)
4. That the Subcontractor did actually perform the services described above.
5. That as compensation for work previously performed and vouchered for, the CONTRACTOR has paid to the Subcontractor _____ (\$ _____) and that said sum represents all sums due and owing to date for the Subcontractor's performance except _____ (\$ _____) which remains unpaid because

6. That I make the foregoing statements with full knowledge that the information contained herein will be used and relied upon by one (1) or more public servants in the performance of official duties.
7. I am aware that Section 210 of the New York State Penal Law provides that deliberately making a sworn false statement with intent to mislead a public servant in the performance of his official duties is a crime and that my making a false statement in this document constitutes a violation of that section and subjects me to possible criminal prosecution.

IN WITNESS WHEREOF, the CONTRACTOR has caused this certificate to be duly executed by the undersigned officer who is duly authorized to do so.

CONTRACTOR

By: _____
(Title)

(ACKNOWLEDGEMENT BY CONTRACTOR, IF A CORPORATION)

STATE OF NEW YORK:

SS:

COUNTY OF MONROE:

On this ____ day of _____, 20____, before me personally came _____ to me known, who being duly sworn, did depose and say that he resides in _____; that he/she is the _____ of the _____, Corporation described herein and which executed the foregoing instrument; and that he/she knows the Seal of said Corporation; that the seal affixed to the instrument is such Corporate Seal; that it was so affixed by order of the Board of Directors of said Corporation and that he/she signed his/her name thereto by like order.

Notary Public

(ACKNOWLEDGEMENT BY CONTRACTOR, IF A PARTNERSHIP)

STATE OF NEW YORK:

SS:

COUNTY OF MONROE:

On this ____ day of _____, 20____, before me personally came _____ to me known and known to me to be a member of the firm of _____, and known to me to be an individual described in, and who executed the foregoing instrument in the firm name of _____ and he/she duly acknowledged to me that he executed the same for and in the behalf of said firm for the uses and purposes mentioned therein.

Notary Public

(ACKNOWLEDGEMENT BY INDIVIDUAL CONTRACTOR)

STATE OF NEW YORK:

SS:

COUNTY OF MONROE:

On this ____ day of _____, 20____, before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument and duly acknowledged that he/she executed the same.

Notary Public

CONTRACTOR'S DETAILED MBE/WBE UTILIZATION PLAN

| | | | |
|-------------------|--|-----------------------|--|
| <u>CONTRACTOR</u> | | <u>CONTRACT</u> | |
| NAME: | | PROJECT NAME: | |
| ADDRESS: | | CONTRACT DESCRIPTION: | |
| | | | |
| CONTACT PERSON: | | | |
| PHONE: | | | |

PROJECTED MBE/WBE CONTRACT SUMMARY

MINORITY BUSINESS ENTERPRISE

TOTAL DOLLAR VALUE OF THE PRIME CONTRACT \$

CONTRACT MBE PERCENTAGE GOAL %

MBE PERCENTAGE/AMOUNT APPLIED TO THE CONTRACT \$

TOTAL MBE DOLLAR AMOUNT PROJECTED \$

MBE DOLLAR AMOUNT UNABLE TO MEET \$

WOMEN BUSINESS ENTERPRISE

TOTAL DOLLAR VALUE OF THE PRIME CONTRACT \$

CONTRACT WBE PERCENTAGE GOAL %

WBE PERCENTAGE/AMOUNT APPLIED TO THE CONTRACT \$

TOTAL WBE DOLLAR AMOUNT PROJECTED \$

WBE DOLLAR AMOUNT UNABLE TO MEET \$

Contractor Utilization Plan Checklist

Utilization Plan: Please be specific and provide detail of the work being performed by M/WBES

Letters of Intent: Signed form must be submitted for each M/WBE scheduled to participate.

Request for M/WBE Utilization Waiver: Must be submitted if there is any amount listed under the M/WB or WBE Dollar Amount Unable to Meet

DEI/MWBE USE ONLY

Plan Approved: _____ Plan Disapproved: _____

Waiver Granted: _____ Waiver Denied: _____

By: _____

M/WBE Requirements

M/WBE-7

12/3/21

CONTRACTOR'S DETAILED MBE/WBE UTILIZATION PLAN (cont'd)

SECTION I-MBE PARTICIPATION

| MBE FIRM | | DESCRIPTION OF WORK | CONTRACT INFORMATION | |
|-----------------|--|---------------------|----------------------|--|
| NAME: | | | CONTRACT AMOUNT: | |
| ADDRESS: | | | DATE OF CONTRACT: | |
| | | | SCHEDULE START DATE: | |
| | | | PAYMENT SCHEDULE: | |
| | | | COMPLETION DATE: | |
| CONTACT PERSON: | | | | |
| PHONE: | | | | |
| | | | | |
| NAME: | | | CONTRACT AMOUNT: | |
| ADDRESS: | | | DATE OF CONTRACT: | |
| | | | SCHEDULE START DATE: | |
| | | | PAYMENT SCHEDULE: | |
| | | | COMPLETION DATE: | |
| CONTACT PERSON: | | | | |
| PHONE: | | | | |
| | | | | |
| NAME: | | | CONTRACT AMOUNT: | |
| ADDRESS: | | | DATE OF CONTRACT: | |
| | | | SCHEDULE START DATE: | |
| | | | PAYMENT SCHEDULE: | |
| | | | COMPLETION DATE: | |
| CONTACT PERSON: | | | | |
| PHONE: | | | | |

M/WBE-8

12/3/21

M/WBE Requirements

CONTRACTOR'S DETAILED MBE/WBE UTILIZATION PLAN (cont'd)

SECTION II-WBE PARTICIPATION

| MBE FIRM | | DESCRIPTION OF WORK | CONTRACT INFORMATION | | | |
|-----------------|--|---------------------|----------------------|------------------|--|--|
| NAME: | | | | CONTRACT AMOUNT: | | |
| ADDRESS: | | | DATE OF CONTRACT: | | | |
| | | | SCHEDULE START DATE: | | | |
| | | | PAYMENT SCHEDULE: | | | |
| CONTACT PERSON: | | | COMPLETION DATE: | | | |
| PHONE: | | | | | | |
| | | | | | | |
| NAME: | | | CONTRACT AMOUNT: | | | |
| ADDRESS: | | | DATE OF CONTRACT: | | | |
| | | | SCHEDULE START DATE: | | | |
| | | | PAYMENT SCHEDULE: | | | |
| CONTACT PERSON: | | | COMPLETION DATE: | | | |
| PHONE: | | | | | | |
| | | | | | | |
| NAME: | | | CONTRACT AMOUNT: | | | |
| ADDRESS: | | | DATE OF CONTRACT: | | | |
| | | | SCHEDULE START DATE: | | | |
| | | | PAYMENT SCHEDULE: | | | |
| CONTACT PERSON: | | | COMPLETION DATE: | | | |
| PHONE: | | | | | | |
| | | | | | | |

MINORITY AND WOMEN'S BUSINESS ENTERPRISE
LETTER OF INTENT

PROJECT: _____

TO: _____
(Name of Bidder)

The undersigned intends to perform work in connection with the above project as (Check one choice on each side):

_____ Minority _____ Woman

The undersigned M/WBE is prepared to perform the following described work in connection with the above project:

at the following price: _____

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Projected Start Date: _____

Completion Date: _____

With respect to the proposed subcontract described above, _____% of the dollar value of such subcontract will be sublet and/or awarded to non-M/WBE contractors or non-M/WBE suppliers. The undersigned will enter into a formal agreement for the above work with you conditioned upon your execution of a contract with the County of Monroe.

Date

Name of M/WBE Contractor

Authorized Signature

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 161112585

ALLIANCE DOOR & HARDWARE INC
55 ALLIANCE DR STE 3
ROCHESTER NY 14623



SCAN TO VALIDATE
AND SUBSCRIBE

| | | | |
|---|-------------------------------------|--|---------------------------|
| POLICYHOLDER ALLIANCE DOOR & HARDWARE INC 55 ALLIANCE DR STE 3 ROCHESTER NY 14623 | | CERTIFICATE HOLDER MONROE COUNTY ATTN: PURCHASING DEPT 39 WEST MAIN STREET, ROOM 200 ROCHESTER NY 14614 | |
| POLICY NUMBER G 788 973-6 | CERTIFICATE NUMBER 499870 | POLICY PERIOD 01/01/2023 TO 01/01/2024 | DATE 11/22/2022 |

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 788 973-6, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

(Signature)
DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 211851981





CERTIFICATE OF LIABILITY INSURANCE

03/23/2023

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 have ADDITIONAL INSURED provisions or 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 Tompkins Insurance Agencies, Inc 90 Main Street Batavia NY 14020 | | CONTACT NAME: Shane Carlevarini PHONE (A/C, No, Ext): (888) 261-2688 E-MAIL ADDRESS: scarlevarini@tompkinsfinancial.com FAX (A/C, No): (888) 339-8337 | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: Selective Insurance Co of America | |
| | | INSURER B: | |
| | | INSURER C: | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 2022-2023 Master **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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" 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 checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | S 2231386 | 10/30/2022 | 10/30/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | S 2231386 | 10/30/2022 | 10/30/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | S 2231386 | 10/30/2022 | 10/30/2023 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Leased/Rented Contractors Equipment | | | S 2231386 | 10/30/2022 | 10/30/2023 | Any One Occurrence \$100,000 Any One Item \$25,000 Deductible \$1,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|---|--|
| CERTIFICATE HOLDER Monroe County 39 West Main St Room 200 Rochester NY 14614 | 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 <i>David S. Bryce</i> |
|---|--|

©1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a Legal Name & Address of Insured (use street address only)
ALLIANCE DOOR & HARDWARE INC
55 ALLIANCE DRIVE
ROCHESTER, NY 14623

1b Business Telephone Number of Insured
585-424-4710

1c. Federal Employer Identification Number of Insured
or Social Security Number
161112585

Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)

2 Name and Address of Entity Requesting Proof of Coverage
(Entity Being Listed as the Certificate Holder)

Monroe County
39 West Main St
Rochester, NY 14614

3a Name of Insurance Carrier

ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"

DBL235659

3c. Policy effective period

07/01/2022

to

06/30/2024

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law
☐ B. Only the following class or classes of 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 and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 5/31/2023

By

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 516-829-8100

Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are 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, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees

Date Signed

By

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number

Name and Title

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave 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.



