

PUBLIC SAFETY COMMITTEE  
SHERIFF AGENDA  
NOVEMBER 23, 2020

COMMITTEE MEMBERS: Supervisors Leggett, Simpson, Braymer, Diamond, Driscoll, Seeber and Shepler

- I. Committee meeting called to order by Chair
- II. Approval of minutes of prior Committee Meeting
- III. Action Agenda/New Business Items:
  1. Request: To transfer funds within the Sheriff's Office budget to address deficits in salary codes.  
Rationale: Salary codes for Law Enforcement, Corrections and 911 Center are in deficit.
  2. Request: To enter into an agreement with Warren Tire Service Center, Inc. for routine maintenance of Sheriff's Office fleet vehicles.  
Rationale: Periodic routine maintenance and service of fleet vehicles is necessary.
  3. Request: To enter into an agreement with Clear Repairs, Inc. (d.b.a. Smith's Garage) for routine maintenance of Sheriff's Office fleet vehicles.  
Rationale: Periodic routine maintenance and service of fleet vehicles is necessary.
- IV. Discussion Items:
  1. Correctional Facility Inmate Population
  2. Police Reform & Reinvention Collaborative
- V. Referrals/Pending Items: None.
- VI. Privilege of the floor and public comment (please allow for 15 second delay on live stream meetings)
- VII. Motion to adjourn

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- Attachments:
  1. Resolution Request Form No. 10 - Request for Transfer of Funds
  2. Resolution Request Form No. 3 - Request for New Contract (Warren Tire Service Center)
  3. Resolution Request Form No. 3 - Request for New Contract (Clear Repairs, Inc.)

# RESOLUTION REQUEST FORM NO. 10

## Request for Transfer of Funds

TO: AMANDA ALLEN, CLERK, WARREN COUNTY BOARD OF SUPERVISORS

DEPARTMENT NAME: SHERIFF

SIGNED: \_\_\_\_\_

DATE: November 23, 2020

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.3110 110	Law Enforcement Salaries - Regular	A.3110 120	Law Enforcement Salaries - Overtime	\$150,000
A.3110 110	Law Enforcement Salaries - Regular	A.3110 130	Law Enforcement Salaries - Part Time	\$10,000
A.3110 810	Law Enforcement Retirement	A.3110 130	Law Enforcement Salaries - Part Time	\$50,000
A.3110 830	Law Enforcement Social Security	A.3110 130	Law Enforcement Salaries - Part Time	\$7,000
A.3110 831	Law Enforcement Medicare Contribution	A.3110 130	Law Enforcement Salaries - Part Time	\$5,000
A.3150 130	Corrections Salaries - Part Time	A.3110 130	Law Enforcement Salaries - Part Time	\$40,000
A.3150 830	Corrections Social Security	A.3110 130	Law Enforcement Salaries - Part Time	\$10,000
A.3150 831	Corrections Medicare Contribution	A.3110 130	Law Enforcement Salaries - Part Time	\$6,000
A.3150 110	Corrections Salaries - Regular	A.3150 120	Corrections Salaries - Overtime	\$155,000
A.3150 130	Corrections Salaries - Part Time	A.3150 120	Corrections Salaries - Overtime	\$130,000
A.3020 110	911 Center Salaries - Regular	A.3020 120	911 Center Salaries - Overtime	\$40,000
A.3020 110	911 Center Salaries - Regular	A.3020 130	911 Center Salaries - Part Time	\$10,000

Please state reason for transfers requested: To fund codes currently in deficit.

### CONTINGENT FUND TRANSFER REQUESTS

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
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Please state reason for transfers requested:

Please file original request with Clerk of the Board and retain copy for your records.

# **RESOLUTION REQUEST FORM NO. 3**

## **Request for New Contract**

**DEPARTMENT NAME: Sheriff**

**DATE: 11/23/2020**

- (a) Is this a Result of a Bid or Request for Proposal? **Yes (WC 52-20)**
- (b) Purpose of Contract: **Provide routine maintenance of vehicles for various Warren County Departments**
- (c) Name of Contractor: **Warren Tire Service Center, Inc.**
- (d) Address of Contractor: **4 Highland Avenue, Queensbury, NY 12804**
- (e) Contractor's Contact Person and Telephone Number: **Jon Wood, Sales Manager  
(518) 792-0316 (ext. 20)**
- (f) Has or will the Contract be provided, if so, please attach: **Yes (WC 52-20)**
- (g) Commencement Date of Contract: **January 1, 2021**
- (h) Termination Date of Contract: **December 31, 2021 with the option to extend for one (1) additional one (1) year term**
- (i) Payment Provisions:
  - i) lump sum amount
  - ii) hourly rate amount
  - iii) total amount not to exceed
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: **A.3110 441 Sheriff's Law Enforcement - Auto Supplies & Repair****

**Sample: A.1010 470 Legislative Board – Contract \$xx.xx  
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx**

\*as listed in budget and LOGOS

SPECIFICATION NO.: WC 52-20

ITEM: ROUTINE MAINTENANCE OF VEHICLES FOR  
VARIOUS WARREN COUNTY DEPARTMENTS

DATE: OCTOBER 29, 2020      TIME: 3:00 P.M.      PLACE: HUMAN SERVICES BUILDING, 3<sup>RD</sup> FL  
PROPOSAL

PROPOSAL OF: WARREN TIRE SERVICE CENTER INC.  
(COMPANY NAME)

TO: Julie Butler, Purchasing Agent  
Warren County Human Services Building  
1340 State Route 9  
Lake George, New York 12845

The undersigned having carefully examined the specifications and having to his/her satisfaction ascertained all the facts concerning these specifications, herewith submits the following bid:

**WARREN COUNTY DEPARTMENTS MAINTENANCE PROCEDURES INCLUDE:**

1. Change engine oil and filter (use synthetic oil if requested by OES)  
(OEM oil filters required on all vehicles still under warranty)  
Lubricate chassis  
Check for proper wear and inflation of all tires (including spare)  
Check all belts for wear, cracking and tension (replace if approved by OES)  
Visually check front brake pads and rotors and rear brake shoes and drums  
Check exhaust system and heat shields on converters for leaks, cracks and looseness  
Check all brake lines and hoses for leaks and cracks  
Check air filter, crankcase emission filter and PCV valve  
Check all cooling lines (oil, transmission and power steering) for leaks  
Lubricate hood, door and rear deck hinges  
Check the following fluid levels: transmission, radiator, brake master cylinder, power steering and rear differential  
Check steering and suspension for wear and looseness  
Check all lights (except emergency lighting equipment)
2. Drain and replace transmission fluid (with synthetic fluid) and transmission filter
3. Front Disc Brake reline with new rotors (labor only) parts supplied by County (supply parts if requested by OES)
4. Rear disc brake reline with new rotors (labor only) parts supplied by County (supply parts if requested by OES)
5. Front end alignment
6. Computer diagnostic of car with check engine light on
7. Tire change to include mounting and balancing
8. Labor charge for other work not listed
9. Percentage mark-up for supplies/parts if requested and not included in the above procedures.
10. New York State Inspection

SPECIFICATION NO.: WC 52-20

ITEM:ROUTINE MAINTENANCE OF VEHICLES FOR  
VARIOUS WARREN COUNTY DEPARTMENTS

DATE: OCTOBER 29, 2020 TIME: 3:00 P.M PLACE: HUMAN SERVICES BUILDING, 3<sup>RD</sup> FL

PROPOSAL

	2015 Hyundai Sonata 4 Cyl	2012 & 2013 Hyundai Accents 4 Cyl	2009 Ford Focus 4 Cyl	2012-2020 Chevy Tahoe V8	2000 GMC Scuba Van V8	2017-2018 Ford Transit Van V6	2016 Chevy Impala V6	2013-2019 Inter- ceptors V6
Procedure #1 Lube, oil and filter service	\$ 32.95	\$ 32.95	\$ 32.95	\$ 54.70	\$ 32.95	\$ 40.20	\$ 32.95	\$ 40.20
Procedure #2 Transmission service	\$ 79.95	\$ 79.95	\$ 79.95	\$ 79.95	\$ 79.95	\$ 79.95	\$ 79.95	\$ 79.95
Procedure #3 Front Disk Brakes	\$ 69.00	\$ 69.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 69.00	\$ 69.00
Procedure #4 Rear Disk Brakes	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00
Procedure #5 ** Front End Alignment	\$ 69.95	\$ 69.95	\$ 69.95	\$ 69.95	\$ 69.95	\$ 69.95	\$ 69.95	\$ 69.95
Procedure #6 Computer Diagnostic	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00
Procedure #7 Tire Change	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
Procedure #8 Labor charges for all other services not included above	\$ 69.00 /hour	\$ 69.00 /hour	\$ 69.00 /hour	\$ 69.00 /hour	\$ 69.00 /hour	\$ 69.00 /hour	\$ 69.00 /hour	\$ 69.00 /hour
Procedure #9 Percent of markup for supplies/parts	10 %	10 %	10 %	10 %	10 %	10 %	10 %	10 %
Procedure #10 NYS Inspection	\$ 21.00	\$ 21.00	\$ 21.00	under 2yr \$10 over 2 yr \$21	\$ 21.00	\$ 21.00	\$ 21.00	under 2yr \$10 over 2 yr \$21

\*\* Some vehicles require a steering angle reset \$29.95

SPECIFICATION NO.: WC 52-20

ITEM: ROUTINE MAINTENANCE OF VEHICLES FOR  
VARIOUS WARREN COUNTY DEPARTMENTS

DATE: OCTOBER 29, 2020 TIME: 3:00 P.M PLACE: HUMAN SERVICES BUILDING, 3<sup>RD</sup> FL

PROPOSAL

	2005 Ford F-550 Super Duty V8 Diesel	2008 Ford F-350 Super Duty V8 Diesel	2003-2019 Ford F250 Pickups V8	2005 Chevy 1500 Pickups V8	2003 Chrysler PT Cruiser 4 Cyl	2010 Dodge Ram V8	2014 - 2015 Ford Explorer V6	2017-2018 Ford Taurus V6
<b>Procedure #1</b> Lube, oil and filter service	\$ 109.95	\$ 109.95	\$ 47.45	\$ 40.20	\$ 32.95	\$ 47.45	\$ 40.20	\$ 40.20
<b>Procedure #2</b> Transmission service	\$ 79.95	\$ 79.95	\$ 79.95	\$ 79.95	\$ 79.95	\$ 79.95	\$ 79.95	\$ 79.95
<b>Procedure #3</b> Front Disk Brakes	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00
<b>Procedure #4</b> Rear Disk Brakes	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00
<b>Procedure #5</b> ** Front End Alignment	\$ 69.95	\$ 69.95	\$ 69.95	\$ 69.95	\$ 69.95	\$ 69.95	\$ 69.95	\$ 69.95
<b>Procedure #6</b> Computer Diagnostic	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00
<b>Procedure #7</b> Tire Change	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
<b>Procedure #8</b> Labor charges for all other services not included above	\$ 69.00 /hour	\$ 69.00 /hour	\$ 69.00 /hour	\$ 69.00 /hour	\$ 69.00 /hour	\$ 69.00 /hour	\$ 69.00 /hour	\$ 69.00 /hour
<b>Procedure #9</b> Percent of markup for supplies/parts	10 %	10 %	10 %	10 %	10 %	10 %	10 %	10 %
<b>Procedure #10</b> NYS Inspection	\$ 26.00	\$ 15.00	under 2 yr. \$10 over 2 yr \$21	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00

\*\* Some vehicles require a steering angel reset \$29.95

SPECIFICATION NO.: WC 52-20

ITEM:ROUTINE MAINTENANCE OF VEHICLES FOR  
VARIOUS WARREN COUNTY DEPARTMENTS

DATE: OCTOBER 29, 2020 TIME: 3:00 P.M PLACE: HUMAN SERVICES BUILDING, 3<sup>RD</sup> FL

PROPOSAL

	2003 GMC Sierra Pickup V8	2007 Toyota FJ Cruiser V6	2014 Chevy Express Van V8	2015 Toyota Sienna Van 4 Cyl	2015 Ford Escape 4 Cyl	2019 Dodge Ram 5500 Utility V8	2020 Ford Fusion 4 Cyl	2020 Jeep Grand Cherokee V6
Procedure #1 Lube, oil and filter service	\$ 40.20	\$ 36.58	\$ 40.20	\$ 40.20	\$ 32.95	\$ 47.45	\$ 32.95	\$ 40.20
Procedure #2 Transmission service	\$ 79.95	\$ 79.95	\$ 79.95	\$ 79.95	\$ 79.95	\$ 79.95	\$ 79.95	\$ 79.95
Procedure #3 Front Disk Brakes	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00
Procedure #4 Rear Disk Brakes	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00
Procedure #5 ** Front End Alignment	\$ 69.95	\$ 69.95	\$ 69.95	\$ 69.95	\$ 69.95	\$ 69.95	\$ 69.95	\$ 69.95
Procedure #6 Computer Diagnostic	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00
Procedure #7 Tire Change	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
Procedure #8 Labor charges for all other services not included above	\$ 69.00 /hour	\$ 69.00 /hour	\$ 69.00 /hour	\$ 69.00 /hour	\$ 69.00 /hour	\$ 69.00 /hour	\$ 69.00 /hour	\$ 69.00 /hour
Procedure #9 Percent of markup for supplies/parts	10 %	10 %	10 %	10 %	10 %	10 %	10 %	10 %
Procedure #10 NYS Inspection	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00	under 2 yr \$10 over 2yr \$21	under 2yr \$10 over 2yr \$21	under 2yr \$10 over 2yr \$21

\*\* Some vehicles require steering angle resent \$29.95

WARREN COUNTY PURCHASING DEPARTMENT

1340 State Route 9  
Lake George, NY 12845  
Telephone: (518) 761-6538  
Fax: (518) 761-6395



Julie A. Butler, Purchasing Agent  
Jason M. Shpur, Deputy Purchasing Agent  
Amber N. Brownell, Purchasing Assistant

MEMO

**TO:** All Prospective Bidders  
**FROM:** Amber Brownell, Purchasing Assistant  
**DATE:** October 21, 2020  
**SUBJECT:** ADDENDUM #1: WC 52-20 - ROUTINE MAINTENANCE OF VEHICLES FOR VARIOUS WARREN COUNTY DEPARTMENTS

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Please sign and return the following to our office with your proposal:

I, Jon Wood, of

Warren Tire Service Center, Inc. (Company) have received the following addendum and will include it with the above bid.

**Addendum #1:**

**This addendum is being issued to add additional vehicles, as well as clarify expectations for procedures.**

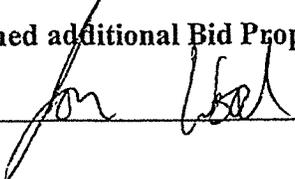
Add **8-2019 Dodge Chargers V8 AWD** to the Sheriff's vehicle list. This increases the number of vehicles to be serviced to approximately eighty eight (88). As a result, an additional Bid Proposal page is attached hereto and will need to be submitted with the original specifications.

**Procedure #1 - Lube, Oil and Filter Service:**

- A. The Sheriff's Office prefers Synthetic Oil. For all other vehicles, please bid type of oil recommended by vehicle manufacturer.
- B. We provide the year, make and model on all vehicles for reference. Please bid based on the exact amount of oil required for each type of vehicle. We will not accept caps, (i.e "Up to \_\_\_ Quarts of Oil." Bid price should represent actual oil to be supplied per each vehicle and Warren County will not pay for additional quantities of oil over and above bid price.

All other terms and conditions of the bid shall remain the same. If you have any questions, please contact me at (518) 824-8750. All questions must be submitted in writing by the due date listed in the specifications.

Please see attached additional Bid Proposal page to submit with the original specifications.

Signature: 

Date: 10/27/2020

SPECIFICATION NO.: WC 52-20

ITEM:ROUTINE MAINTENANCE OF VEHICLES FOR  
VARIOUS WARREN COUNTY DEPARTMENTS

DATE: OCTOBER 29, 2020 TIME: 3:00 P.M PLACE: HUMAN SERVICES BUILDING, 3<sup>RD</sup> FL

PROPOSAL

	2019 Dodge Chargers V8
Procedure #1 Lube, oil and filter service	\$ 47.45
Procedure #2 Transmission service	\$ 79.95
Procedure #3 Front Disk Brakes	\$ 69.00
Procedure #4 Rear Disk Brakes	\$ 69.00
Procedure #5 Front End Alignment	\$ 69.95
Procedure #6 Computer Diagnostic	\$ 69.00
Procedure #7 Tire Change	\$ 15.00
Procedure #8 Labor charges for all other services not included above	\$ 69.00 /hour
Procedure #9 Percent of markup for supplies/parts	10 %
Procedure #10 NYS Inspection	\$ under 2yr \$10 \$ over 2yr \$21

SPECIFICATION NO.: WC 52-20

ITEM:ROUTINE MAINTENANCE OF VEHICLES FOR VARIOUS WARREN COUNTY DEPARTMENTS

DATE: OCTOBER 29, 2020 TIME: 3:00 P.M. PLACE: HUMAN SERVICES BUILDING, 3<sup>RD</sup> FL PROPOSAL

The vendor hereby certifies that there are no federal or state taxes included in the purchase price and that he/she is the only intermediary between manufacturer and purchaser.

DATE: October 27, 2020 FEDERAL ID#: 14-1641544

NAME OF FIRM: Warren Tire Service Center, Inc

BUSINESS ADDRESS: 4 Highland Ave Queensbury NY 12804

E-MAIL ADDRESS: woody@warrentiresvc.com

SIGNATURE OF BIDDER: *Jon Wood*

NAME AND TITLE OF BIDDER: Jon Wood Sales Manager

TELEPHONE: 518-792-0316 ext 20 FAX: 518-792-8982

COMMENTS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please CIRCLE - ZONE 1 and/or ZONE 2 if you wish to bid:

- Zone 1: Southern Zone - Towns of Queensbury, Lake George and Lake Luzerne
- Zone 2: Northern Zone - Towns of Warrensburg, Stony Creek, Thurman, Johnsburg, Chester, Horicon, Hague and Bolton.

NEW BIDDERS ONLY: Please list three (3) current references, preferably school or government.

	COMPANY NAME	CONTACT PERSON	PHONE #
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

The attached Corporate Resolution, Bidder Certification, and Iran Divestment Act form must be completed and signed and made a part of this bid proposal.

Please mark clearly on SEALED envelope "WC 52-20 Routine Maintenance of Vehicles for Various Warren County Departments"

DATE: OCTOBER 29, 2020 TIME: 3:00 P.M. PLACE: HUMAN SERVICES BUILDING, 3<sup>RD</sup> FL

PROPOSAL

CERTIFICATION

Non-Collusive Certification required of all bidders under Section 103-d of the General Municipal Law as amended by Chapter 675 of the Laws of 1966, and further amended by Chapter 56 of the Laws of 2010, effective June 22, 2010.

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
  - (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (a-1) Notwithstanding the foregoing, the statement of non-collusion may be submitted electronically in accordance with the provisions of subdivision one of section one hundred three of the General Municipal Law.
- (b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth, in detail, the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.
- (c) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing on its behalf;
- (d) That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signatory of this bid, or proposal, on behalf of the corporate bidder.

\_\_\_\_\_  
Individual Bidder

\_\_\_\_\_  
Co-Partnership

By \_\_\_\_\_  
Partner

\_\_\_\_\_  
Corporation

By *Robert Kellogg*  
President



SPECIFICATION NO.: WC 52-20

ITEM: ROUTINE MAINTENANCE OF VEHICLES FOR VARIOUS WARREN COUNTY DEPARTMENTS

DATE: OCTOBER 29, 2020 TIME: 3:00 P.M. PLACE: HUMAN SERVICES BUILDING, 3<sup>RD</sup> FL  
PROPOSAL

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

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

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, Peter R. Marshall, being duly sworn, deposes and says that he/she is the  
Treasurer of the Warren Tire Service Center, Inc.

Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

Peter R. Marshall  
SIGNED

SWORN to before me this

27 day of October  
2020

Notary Public:

Lynn A. Wadleigh



WARREN TIRE SERVICE CENTER, INC.  
4 HIGHLAND AVE  
QUEENSBURY, NY 12804  
518 792-0316  
CREDIT REFERENCES

THE ADIRONDACK TRUST CO  
478 BROADWAY  
SARATOGA SPRINGS NY 12866  
!Preferred method is email!

CONTACT: MICHAEL OCONNELL  
PHONE: (518) 584-5844  
FAX: (518) 584-8384  
EMAIL: moconnell@adirondacktrust.com>

ASSOCIATES OF GLENS FALLS  
228 GLEN STREET ST.  
GLENS FALLS NY 12801

CONTACT: Karen Starkweather  
PHONE: (518) 793-3444  
FAX: (518) 793-7016

MAX FINKELSTEIN INC.  
28-40 31st Street  
Astoria, NY 11102

PHONE: FAX REQUESTS  
FAX: 718-777-6244

VI ENTERPRISES  
259 WARREN STREET  
GLENS FALLS NY 12801

CONTACT: PAT VITLO  
PHONE: (518) 792-1184  
FAX: (518) 792-4135  
EMAIL: viautoparts77@gmail.com

TRI COUNTY MOTOR PARTS  
119 WARREN STREET  
GLENS FALLS NY 12801

CONTACT: STEVE WINCHELL  
PHONE: (518) 792-3101  
FAX: (518) 792-5368

AUTOPART INTERNATIONAL  
1205 US ROUTE 1  
SHARON MA 02067

CONTACT: CREDIT  
PHONE: FAX REQUESTS ONLY  
FAX: 1-781-784-4600

MOHAWK RUBBER SALES OF NE  
PO BOX 845965  
BOSTON MA 02284-5965

CONTACT: PETER CROTHERS  
PHONE: EMAIL OR FAX  
FAX: (781)741-8188  
EMAIL: pcrothers@mohawkrubber.com

United Auto Supply  
1200 State Fair Blvd  
Syracuse, NY 13209

EMAIL: AR@unitedautosupply.com

~~Times Union Newspaper  
P.O. Box 15000  
645 Albany-Shaker Rd.  
Albany, NY 12205~~

~~PHONE: FAX REQUESTS ONLY  
FAX: 518-454-5410~~

*No Longer a vendor*



Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

Form with fields for: 1a. Legal Name & Address of Insured, 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 Entity Requesting Proof of Coverage, 3a. Name of Insurance Carrier, 3b. Policy Number of Entity Listed in Box "1a", 3c. Policy effective period, 3d. The Proprietor, Partners or Executive Officers are included/excluded.

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".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

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: Chuck Gohn (Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [Signature] 10/26/2020 (Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 518-793-3444

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.

## **Workers' Compensation Law**

### **Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.**

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



Workers' Compensation Board

**CERTIFICATE OF INSURANCE COVERAGE  
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

**PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier**

<p>1a. Legal Name &amp; Address of Insured (use street address only) WARREN TIRE SERVICE CENTER INC. ATTN: PETER MARSHALL 4 HIGHLAND AVENUE QUEENSBURY, NY 12804</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 518-792-0316</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 141641544</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Warren County 1340 State Route 9 Lake George, NY 12845</p>	<p>3a. Name of Insurance Carrier ShelterPoint Life Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a" DBL340084</p> <p>3c. Policy effective period 07/01/2020 to 06/30/2021</p>

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 10/26/2020 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 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 4C or 5B of Part 1 has been checked)**

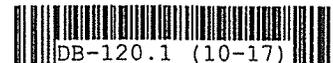
**State of New York  
Workers' Compensation Board**

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 with respect to all of his/her 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.*





# ElitePac® General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY  
CG 73 00NY 01 19

## SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds - Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds - As Required By Contract	Page 5
• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors)	
• Lessors of Leased Equipment	
• Managers or Lessors of Premises	
• Mortgagees, Assignees and Receivers	
• Any Other person or organization other than a joint venture	
• Grantors of Permits	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 8
Employees As Insureds Modified	Page 5
Incidental Malpractice Exclusion modified	Page 7
Knowledge of Occurrence, Claim, Suit or Loss	Page 7
Liberalization Clause	Page 8
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members - as additional insureds	Page 4
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended - Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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**ElitePac®**  
**General Liability Extension Endorsement**

COMMERCIAL GENERAL LIABILITY  
CG 73 00NY 01 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss, the coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**COVERAGES - Amendments**

**SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**EXCLUSIONS**

**Non-Owned Aircraft, Auto or Watercraft**

A. Paragraph (2) of Exclusion g. Aircraft, Auto Or Watercraft under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

- (a) Less than 26 feet long and not being used to carry persons or property for a charge; or
- (b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. **Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.**

B. The following is added to Exclusion g. Aircraft, Auto Or Watercraft under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion does not apply to:

- (6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. **Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.**

**Damage To Premises Rented to You**

A. The last paragraph of Paragraph 2. **Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE.**

B. Paragraph 6. under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

- 6. Subject to Paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph a. of Definition 9. "Insured contract" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

#### Electronic Data Liability

A. Exclusion p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

- p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to **SECTION III - LIMITS OF INSURANCE:**

Subject to 5. above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

#### **SECTION I - COVERAGE C MEDICAL PAYMENTS EXCLUSIONS**

##### **Any Insured Amendment**

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. **Any Insured**

To any insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

##### **Product Amendment**

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

#### **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

##### **Expenses For Bail Bonds And Loss Of Earnings**

A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Subparagraph 1.d. under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

#### **SECTION II - WHO IS AN INSURED - Amendments**

##### **Not-for-Profit Organization Members**

The following paragraph is added to **SECTION II - WHO IS AN INSURED:**

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

**Employees As Insureds Modified**

- A. Subparagraph 2.a.(1)(a) under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under **SECTION II - WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2.e. **Employer's Liability** under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply but only for the benefit of the co-"employee" described above.

This provision does not apply to any claims covered under Worker's Compensation insurance.

**Newly Formed Or Acquired Organizations**

- A. Subparagraph 3.a. under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:
  - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- B. The following paragraph is added to **SECTION II - WHO IS AN INSURED**, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY**, Paragraph 4. **Other Insurance**, Subparagraph b. **Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged).

**Blanket Additional Insureds - As Required By Contract**

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured:

- A. **Owners, Lessees or Contractors/Architects, Engineers and Surveyors**
  1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
  2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph 1., above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

## **B. Other Additional Insureds**

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

### **1. Lessors of Leased Equipment**

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

### **2. Managers or Lessors of Premises**

Any person or organization from whom you lease premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

### **3. Mortgagees, Assignees or Receivers**

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

### **4. Any Person or Organization Other Than A Joint Venture**

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

### **5. State or Governmental Agency or Political Subdivision - Permits or Authorizations**

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- a. Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or
- b. The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

- (2) The construction, erection or removal of elevators; or
- (3) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs 2. through 4., this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury".

#### Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

#### Incidental Malpractice

Subparagraph 2.a.(1)(d) under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

#### SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS - Amendments

##### Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

- 1. You, if you are an individual;
- 2. A partner, if you are a partnership;
- 3. An "executive officer" or insurance manager, if you are a corporation;
- 4. Your members, managers or insurance manager, if you are a limited liability company; or

5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

#### **Primary and Non-Contributory Provision**

The following is added to Paragraph 4. **Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

#### **Unintentional Failure To Disclose Hazards**

The following is added to Paragraph 6. **Representations** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

#### **Waiver Of Transfer Of Rights Of Recovery**

The following is added to Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or "your work" done under a written contract or written agreement and included in the "products-completed operations hazard", if:

1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;
2. Such person or organization is an additional insured on your policy; or
3. You have assumed the liability of that person or organization in that same contract, and it is an "insured contract".

The section above only applies to that person or organization identified above, and only if the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.

#### **Liberalization**

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

#### **SECTION V - DEFINITIONS**

##### **Electronic Data**

The following definition is added to **SECTION V - DEFINITIONS**:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition 17. "Property damage" is deleted in its entirety and replaced by the following:

##### **17. "Property damage" means:**

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

##### **Employee Amendment**

Definition 5. "Employee" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

**Golfing Facility**

The following definition is added to **SECTION V - DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

**Not-for-profit Member**

The following definition is added to **SECTION V - DEFINITIONS:**

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

# ***RESOLUTION REQUEST FORM NO. 3***

## ***Request for New Contract***

**DEPARTMENT NAME: Sheriff**

**DATE: 11/23/2020**

- (a) Is this a Result of a Bid or Request for Proposal? **Yes (WC 52-20)**
- (b) Purpose of Contract: **Provide routine maintenance of vehicles for various Warren County Departments**
- (c) Name of Contractor: **Clear Repairs, Inc. (d/b/a Smith's Garage)**
- (d) Address of Contractor: **3989 Main Street, Warrensburg, NY 12885**
- (e) Contractor's Contact Person and Telephone Number: **Earl Clear, President  
(518) 623-4174**
- (f) Has or will the Contract be provided, if so, please attach:
- (g) Commencement Date of Contract: **January 1, 2021**
- (h) Termination Date of Contract: **December 31, 2021 with the option to extend for one (1) additional one (1) year term**
- (i) Payment Provisions:
  - i) lump sum amount
  - ii) hourly rate amount
  - iii) total amount not to exceed
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: **A.3110 441 Sheriff's Law Enforcement - Auto Supplies & Repair****

**Sample: A.1010 470 Legislative Board – Contract \$xx.xx  
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx**

\*as listed in budget and LOGOS

SPECIFICATION NO.: WC 52-20

ITEM:ROUTINE MAINTENANCE OF VEHICLES FOR  
VARIOUS WARREN COUNTY DEPARTMENTS

DATE: OCTOBER 29, 2020      TIME: 3:00 P.M.      PLACE: HUMAN SERVICES BUILDING, 3<sup>RD</sup> FL  
PROPOSAL

PROPOSAL OF: Clear Repair's Inc. dba Smith's Garage  
(COMPANY NAME)

TO: Julie Butler, Purchasing Agent  
Warren County Human Services Building  
1340 State Route 9  
Lake George, New York 12845

The undersigned having carefully examined the specifications and having to his/her satisfaction ascertained all the facts concerning these specifications, herewith submits the following bid:

**WARREN COUNTY DEPARTMENTS MAINTENANCE PROCEDURES INCLUDE:**

1. Change engine oil and filter (use synthetic oil if requested by OES)  
(OEM oil filters required on all vehicles still under warranty)  
Lubricate chassis  
Check for proper wear and inflation of all tires (including spare)  
Check all belts for wear, cracking and tension (replace if approved by OES)  
Visually check front brake pads and rotors and rear brake shoes and drums  
Check exhaust system and heat shields on converters for leaks, cracks and looseness  
Check all brake lines and hoses for leaks and cracks  
Check air filter, crankcase emission filter and PCV valve  
Check all cooling lines (oil, transmission and power steering) for leaks  
Lubricate hood, door and rear deck hinges  
Check the following fluid levels: transmission, radiator, brake master cylinder, power steering and rear differential  
Check steering and suspension for wear and looseness  
Check all lights (except emergency lighting equipment)
2. Drain and replace transmission fluid (with synthetic fluid) and transmission filter
3. Front Disc Brake reline with new rotors (labor only) parts supplied by County (supply parts if requested by OES)
4. Rear disc brake reline with new rotors (labor only) parts supplied by County (supply parts if requested by OES)
5. Front end alignment
6. Computer diagnostic of car with check engine light on
7. Tire change to include mounting and balancing
8. Labor charge for other work not listed
9. Percentage mark-up for supplies/parts if requested and not included in the above procedures.
10. New York State Inspection

PROPOSAL

	2015 Hyundai Sonata 4 Cyl	2012 & 2013 Hyundai Accents 4 Cyl	2009 Ford Focus 4 Cyl	2012-2020 Chevy Tahoe V8	2000 GMC Scuba Van V8	2017-2018 Ford Transit Van V6	2016 Chevy Impala V6	2013-2019 Inter- ceptors V6
Procedure #1 Lube, oil and filter service	\$ 25.95	\$ 24.95	\$ 24.95	\$ 26.95	\$ 26.95	\$ 26.95	\$ 24.95	\$ 27.95
Procedure #2 Transmission service	\$ 69.00 Labor Only	\$ 69.00 Labor Only	\$ 69.00 Labor Only	\$ 69.00 Labor Only	\$ 69.00 Labor Only	\$ 69.00 Labor Only	\$ 69.00 Labor Only	\$ 69.00 Labor Only
Procedure #3 Front Disk Brakes	\$ 97.50	\$ 97.50	\$ 97.50	\$ 97.50	\$ 97.50	\$ 97.50	\$ 97.50	\$ 97.50
Procedure #4 Rear Disk Brakes	\$ 97.50	\$ 97.50	\$ 97.50	\$ 97.50	\$ 97.50	\$ 97.50	\$ 97.50	\$ 97.50
Procedure #5 Front End Alignment	\$ 89.95	\$ 89.95	\$ 89.95	\$ 89.95	\$ 89.95	\$ 89.95	\$ 89.95	\$ 89.95
Procedure #6 Computer Diagnostic	\$ 59.95	\$ 59.95	\$ 59.95	\$ 59.95	\$ 59.95	\$ 59.95	\$ 59.95	\$ 59.95
Procedure #7 Tire Change	\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00
Procedure #8 Labor charges for all other services not included above	\$ 69.00 /hour	\$ 69.00 /hour	\$ 69.00 /hour	\$ 69.00 /hour	\$ 69.00 /hour	\$ 69.00 /hour	\$ 69.00 /hour	\$ 69.00 /hour
Procedure #9 Percent of markup for supplies/parts	25%	25%	25%	25%	25%	25%	25%	25%
Procedure #10 NYS Inspection	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00

SPECIFICATION NO.: WC 52-20

ITEM:ROUTINE MAINTENANCE OF VEHICLES FOR  
VARIOUS WARREN COUNTY DEPARTMENTS

DATE: OCTOBER 29, 2020 TIME: 3:00 P.M PLACE: HUMAN SERVICES BUILDING, 3<sup>RD</sup> FL

PROPOSAL

	2005 Ford F-550 Super Duty V8 Diesel	2008 Ford F-350 Super Duty V8 Diesel	2003-2019 Ford F250 Pickups V8	2005 Chevy 1500 Pickups V8	2003 Chrysler PT Cruiser 4 Cyl	2010 Dodge Ram V8	2014 - 2015 Ford Explorer V6	2017-2018 Ford Taurus V6
<b>Procedure #1</b> Lube, oil and filter service	\$ 89.95	\$ 89.95	\$ 29.95	\$ 26.95	\$ 26.95	\$ 26.95	\$ 26.95	\$ 26.95
<b>Procedure #2</b> Transmission service	\$ 89.00 Labor Only	\$ 89.00 Labor Only	\$ 69.00 Labor Only	\$ 69.00 Labor Only	\$ 69.00 Labor Only	\$ 69.00 Labor Only	\$ 69.00 Labor Only	\$ 69.00 Labor Only
<b>Procedure #3</b> Front Disk Brakes	\$ 138.00	\$ 138.00	\$ 138.00	\$ 97.50	\$ 97.50	\$ 97.50	\$ 97.50	\$ 97.50
<b>Procedure #4</b> Rear Disk Brakes	\$ 138.00	\$ 138.00	\$ 138.00	\$ 97.50	\$ 97.50	\$ 97.50	\$ 97.50	\$ 97.50
<b>Procedure #5</b> Front End Alignment	\$ 89.95	\$ 89.95	\$ 89.95	\$ 89.95	\$ 89.95	\$ 89.95	\$ 89.95	\$ 89.95
<b>Procedure #6</b> Computer Diagnostic	\$ 59.95	\$ 59.95	\$ 59.95	\$ 59.95	\$ 59.95	\$ 59.95	\$ 59.95	\$ 59.95
<b>Procedure #7</b> Tire Change	\$ 24.00	\$ 24.00	\$ 24.00	\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00
<b>Procedure #8</b> Labor charges for all other services not included above	\$ 69.00 /hour	\$ 69.00 /hour	\$ 69.00 /hour	\$ 69.00 /hour	\$ 69.00 /hour	\$ 69.00 /hour	\$ 69.00 /hour	\$ 69.00 /hour
<b>Procedure #9</b> Percent of markup for supplies/parts	25 %	25 %	25 %	25 %	25 %	25 %	25 %	25 %
<b>Procedure #10</b> NYS Inspection	\$ 10.00	\$ 10.00	\$ 10.00	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00

SPECIFICATION NO.: WC 52-20

ITEM:ROUTINE MAINTENANCE OF VEHICLES FOR  
VARIOUS WARREN COUNTY DEPARTMENTS

DATE: OCTOBER 29, 2020 TIME: 3:00 P.M PLACE: HUMAN SERVICES BUILDING, 3<sup>RD</sup> FL

PROPOSAL

	2003 GMC Sierra Pickup V8	2007 Toyota FJ Cruiser V6	2014 Chevy Express Van V8	2015 Toyota Sienna Van 4 Cyl	2015 Ford Escape 4 Cyl	2019 Dodge Ram 5500 Utility V8	2020 Ford Fusion 4 Cyl	2020 Jeep Grand Cherokee V6
<b>Procedure #1</b> Lube, oil and filter service	\$ 26.95	\$ 26.95	\$ 26.95	\$ 26.95	\$ 26.95	\$ 89.95	\$ 26.95	\$ 26.95
<b>Procedure #2</b> Transmission service	\$ 69.00 Labor only	\$ 69.00 Labor only	\$ 69.00 Labor only	\$ 69.00 Labor only	\$ 69.00 Labor only	\$89.00 Labor only	\$ 69.00 Labor only	\$ 69.00 Labor only
<b>Procedure #3</b> Front Disk Brakes	\$ 97.50	\$ 97.50	\$ 97.50	\$ 97.50	\$ 97.50	\$ 138.00	\$ 97.50	\$ 97.50
<b>Procedure #4</b> Rear Disk Brakes	\$ 97.50	\$ 97.50	\$ 97.50	\$ 97.50	\$ 97.50	\$ 138.00	\$ 97.50	\$ 97.50
<b>Procedure #5</b> Front End Alignment	\$ 89.95	\$ 89.95	\$ 89.95	\$ 89.95	\$ 89.95	\$ 89.95	\$ 89.95	\$ 89.95
<b>Procedure #6</b> Computer Diagnostic	\$ 59.95	\$ 59.95	\$ 59.95	\$ 59.95	\$ 59.95	\$ 59.95	\$ 59.95	\$ 59.95
<b>Procedure #7</b> Tire Change	\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00	\$ 24.00	\$ 22.00	\$ 22.00
<b>Procedure #8</b> Labor charges for all other services not included above	\$ 69.00 /hour	\$ 69.00 /hour	\$ 69.00 /hour	\$ 69.00 /hour	\$ 69.00 /hour	\$ 69.00 /hour	\$ 69.00 /hour	\$ 69.00 /hour
<b>Procedure #9</b> Percent of markup for supplies/parts	25 %	25 %	25 %	25 %	25 %	25 %	25 %	25 %
<b>Procedure #10</b> NYS Inspection	\$ 21.00	\$ 21.00	\$ 21.00	\$21.00	\$ 21.00	\$ 10.00	\$ 10.00	\$ 10.00

SPECIFICATION NO.: WC 52-20

ITEM: ROUTINE MAINTENANCE OF VEHICLES FOR VARIOUS WARREN COUNTY DEPARTMENTS

DATE: OCTOBER 29, 2020 TIME: 3:00 P.M. PLACE: HUMAN SERVICES BUILDING, 3<sup>RD</sup> FL  
PROPOSAL

The vendor hereby certifies that there are no federal or state taxes included in the purchase price and that he/she is the only intermediary between manufacturer and purchaser.

DATE: 10/28/2020 FEDERAL ID#: 47-1519133

NAME OF FIRM: Clear Repair's Inc. dba Smith's Garage

BUSINESS ADDRESS: 3989 Main Street, Warrensburg NY 12885

E-MAIL ADDRESS: smithsgarage@excite.com

SIGNATURE OF BIDDER: *Earl Clear*

NAME AND TITLE OF BIDDER: Earl Clear / President

TELEPHONE: 518-623-4174 FAX: 518-623-9793

COMMENTS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please CIRCLE - ZONE 1 and/or ZONE 2 if you wish to bid:

Zone 1: Southern Zone - Towns of Queensbury, Lake George and Lake Luzerne

Zone 2: Northern Zone - Towns of Warrensburg, Stony Creek, Thurman, Johnsburg, Chester, Horicon, Hague and Bolton.

NEW BIDDERS ONLY: Please list three (3) current references, preferably school or government.

	COMPANY NAME	CONTACT PERSON	PHONE #
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

The attached Corporate Resolution, Bidder Certification, and Iran Divestment Act form must be completed and signed and made a part of this bid proposal.

Please mark clearly on SEALED envelope "WC 52-20 Routine Maintenance of Vehicles for Various Warren County Departments"

SPECIFICATION NO.: WC 52-20

ITEM: ROUTINE MAINTENANCE OF VEHICLES FOR  
VARIOUS WARREN COUNTY DEPARTMENTS

DATE: OCTOBER 29, 2020 TIME: 3:00 P.M. PLACE: HUMAN SERVICES BUILDING, 3<sup>RD</sup> FL

PROPOSAL

CERTIFICATION

Non-Collusive Certification required of all bidders under Section 103-d of the General Municipal Law as amended by Chapter 675 of the Laws of 1966, and further amended by Chapter 56 of the Laws of 2010, effective June 22, 2010.

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
  - (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (a-1) Notwithstanding the foregoing, the statement of non-collusion may be submitted electronically in accordance with the provisions of subdivision one of section one hundred three of the General Municipal Law.
- (b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth, in detail, the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.
- (c) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing on its behalf;
- (d) That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signatory of this bid, or proposal, on behalf of the corporate bidder.

\_\_\_\_\_  
Individual Bidder

\_\_\_\_\_  
Co-Partnership

By \_\_\_\_\_  
Partner

Clear Repair's Inc. dba Smith's Garage  
\_\_\_\_\_  
Corporation

By Earl Clear  
\_\_\_\_\_  
President



SPECIFICATION NO.: WC 52-20

ITEM: ROUTINE MAINTENANCE OF VEHICLES FOR VARIOUS WARREN COUNTY DEPARTMENTS

DATE: OCTOBER 29, 2020 TIME: 3:00 P.M. PLACE: HUMAN SERVICES BUILDING, 3<sup>RD</sup> FL

PROPOSAL

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

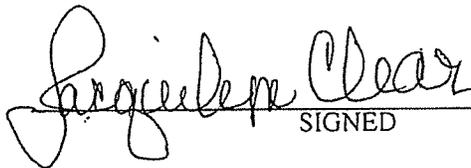
Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

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

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, Jacquilynn Clear, being duly sworn, deposes and says that he/she is the Vice President of the Clear Repairs, Inc dba Smith's Garage

Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

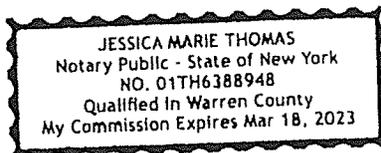
  
SIGNED

SWORN to before me this

27<sup>th</sup> day of October

2020

Notary Public: Jessica Thomas



WARREN COUNTY PURCHASING DEPARTMENT

1340 State Route 9  
Lake George, NY 12845  
Telephone: (518) 761-6538  
Fax: (518) 761-6395



Julie A. Butler, Purchasing Agent  
Jason M. Shpur, Deputy Purchasing Agent  
Amber N. Brownell, Purchasing Assistant

MEMO

**TO:** All Prospective Bidders  
**FROM:** Amber Brownell, Purchasing Assistant  
**DATE:** October 21, 2020  
**SUBJECT:** **ADDENDUM #1: WC 52-20 - ROUTINE MAINTENANCE OF VEHICLES FOR VARIOUS WARREN COUNTY DEPARTMENTS**

---

Please sign and return the following to our office with your proposal:

I, Earl Clear, of

Clear Repair's Inc. dba Smith's Garage (Company) have received the following addendum and will include it with the above bid.

**Addendum #1:**

**This addendum is being issued to add additional vehicles, as well as clarify expectations for procedures.**

Add **8-2019 Dodge Chargers V8 AWD** to the Sheriff's vehicle list. This increases the number of vehicles to be serviced to approximately eighty eight (88). As a result, an additional Bid Proposal page is attached hereto and will need to be submitted with the original specifications.

**Procedure #1 - Lube, Oil and Filter Service:**

- A.** The Sheriff's Office prefers Synthetic Oil. For all other vehicles, please bid type of oil recommended by vehicle manufacturer.
- B.** We provide the year, make and model on all vehicles for reference. Please bid based on the exact amount of oil required for each type of vehicle. We will not accept caps, (i.e "Up to \_\_\_ Quarts of Oil." Bid price should represent actual oil to be supplied per each vehicle and Warren County will not pay for additional quantities of oil over and above bid price.

All other terms and conditions of the bid shall remain the same. If you have any questions, please contact me at (518) 824-8750. All questions must be submitted in writing by the due date listed in the specifications.

**Please see attached additional Bid Proposal page to submit with the original specifications.**

Signature: Earl Clear

Date: 10/27/2020

SPECIFICATION NO.: WC 52-20

ITEM:ROUTINE MAINTENANCE OF VEHICLES FOR  
VARIOUS WARREN COUNTY DEPARTMENTS

DATE: OCTOBER 29, 2020 TIME: 3:00 P.M PLACE: HUMAN SERVICES BUILDING, 3<sup>RD</sup> FL

PROPOSAL

	2019 Dodge Chargers V8
Procedure #1 Lube, oil and filter service	\$ 27.95
Procedure #2 Transmission service	\$ 69.00 Labor only
Procedure #3 Front Disk Brakes	\$ 97.50
Procedure #4 Rear Disk Brakes	\$ 97.50
Procedure #5 Front End Alignment	\$ 89.95
Procedure #6 Computer Diagnostic	\$ 59.95
Procedure #7 Tire Change	\$ 22.00
Procedure #8 Labor charges for all other services not included above	\$ 69.00 /hour
Procedure #9 Percent of markup for supplies/parts	25 %
Procedure #10 NYS Inspection	\$ 10.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/21/2020

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).

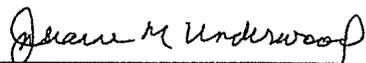
<b>PRODUCER</b> The Kinney Agency, Inc. 3027 State Route 4  Hudson Falls NY 12839		<b>CONTACT NAME:</b> Julianne Underwood <b>PHONE (A/C, No, Ext):</b> (518) 747-4136 <b>FAX (A/C, No):</b> (518) 747-4392 <b>E-MAIL ADDRESS:</b> julie@kinneyinsurance.com	
<b>INSURED</b> SMITHS GARAGE CLEAR REPAIRS INC D/B/A 3989 MAIN ST WARRENSBURG NY 12885-1152		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Erie Insurance Co <b>INSURER B:</b> Flagship City Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 26263 35585

**COVERAGES**      **CERTIFICATE NUMBER:** 10/21/2020      **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
	<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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Q08-7280056	08/22/2020	08/22/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Q08-7280056	08/22/2020	08/22/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI- \$ 1,000,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	Q92-7200153	08/22/2020	08/22/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Warren County, Its Board, Officers and employees are named as additional insured on a primary and non-contributory basis subject to policy language

<b>CERTIFICATE HOLDER</b>  Warren County 1340 State Route 9  Lake George NY 12845	<b>CANCELLATION</b>  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 
--	--

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STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

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

<b>1a. Legal Name &amp; Address of Insured (Use street address only)</b> Clear Repairs Inc dba Smith's Garage 3989 Main St Warrensburg NY 12885 1152  <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	<b>1b. Business Telephone Number of Insured</b> 518-623-4174 <b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b>  <b>1d. Federal Employer Identification Number of Insured or Social Security Number</b> 471519133
<b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b>  Warren County, It's Board, officers and employees 1340 State Route 9 Lake George NY 12845	<b>3a. Name of Insurance Carrier</b> Erie Insurance Co <b>3b. Policy Number of entity listed in box "1a"</b> Q927200153 <b>3c. Policy effective period</b> 08/22/2020 to 08/22/2021  <b>3d. The Proprietor, Partners or Executive Officers are</b> <input type="checkbox"/> included. (Only check box if all partners/officers included) <input checked="" type="checkbox"/> all excluded or certain partners/officers excluded.

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".

*The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.*

**Please Note:** Upon the 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: Julianne Underwood  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Julianne Underwood 10/21/2020  
(Signature) (Date)

Title: Agent

Telephone Number of authorized representative or licensed agent of insurance carrier: 518-747-4136

*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.*

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**CERTIFICATE OF INSURANCE COVERAGE  
DISABILITY AND PAID FAMILY LEAVE  
BENEFITS LAW**

**PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier**

<p>1a. Legal Name and Address of Insured (Use street address only)          CLEAR REPAIRS INC DBA SMITHS GARAGE          3989 MAIN STREET          WARRENSBURG, NY 12885</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)</p>	<p>1b. Business Telephone Number of Insured          (518) 623-4174</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number          47 1519133</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)          WARREN COUNTY          1340 STATE ROUTE 9          LAKE GEORGE, NY 12845</p>	<p>3a. Name of Insurance Carrier  <b>The Guardian Life Insurance Company of America</b></p> <p>3b. Policy Number of entity listed in box "1a":          00928314-0000</p> <p>3c. Policy effective period:          08/22/2020 to 08/22/2021</p>

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 or 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: 10/21/2020

By: Raymond J. Marra Raymond J. Marra  
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number: 1-888-278-4542 Title: Senior Vice President, Group and Worksite Markets

**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, 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 mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Birmingham, NY 13902-5200.

**PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4c or 5b" of Part 1 has 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 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 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.***

**Additional Instructions for Form DB-120.1**

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

The insurance carrier must notify the certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to non-payment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured form coverage indicated on this certificate. (these notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved the by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier. 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?

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 Disability and/or Family Leave Benefits contract of insurance only while the underlying policy is in effect.

**Please Note: Upon the cancellation of the disability and/or paid family leave benefits 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 NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.**

**DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

**§220.Subd. 8**

- (a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.