



COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

VALLIE M. FERRARACCIO
DIRECTOR
January 15, 2015

NYSID
JAN 20 2015
RECEIVED

New York State Industries for the Disabled, Inc.
11 Columbia Circle Drive
Albany, NY 12203
Attn: Kimberly Hills

Re: Bid #214053-002 – “Janitorial Services – Various Locations”

Dear Ms. Hills:

The County of Erie wishes to extend this agreement for an additional year, through February 28, 2016, under the same prices, terms and conditions as the original agreement.

Extension is provided for per paragraph 26, Page 5 of 6 of the Instructions to Bidders (Formal). This offer is for your immediate consideration and acceptance. **Please respond within seven days upon receipt of this request**, indicating whether you agree to extend or do not wish to extend.

If you do wish to extend the contract, please provide a current insurance certificate, with the certificate holder listed as County of Erie, 95 Franklin Street, Buffalo, NY 14202. The County requires General, Auto and Excess Liability coverage and needs to be listed as “Additional Insured” on those policies. A Worker's Compensation & Employer's Liability Certificate must also be provided, and must be on one of the NYS Comp Board forms C105.2, U26.3 or SI-2.

Please note the new PRC # for this contract is 2015900030.

After approval and execution by the County, a fully signed copy will be returned to you for your files.

Yes, I agree to extend No, I do not wish to extend

Company Name: New York State Industries for the Disabled, Inc.

Representative (Please print): Karen DiBella Title: VP Contract & Account Admin

Signature: *Karen DiBella* Date: January 29, 2015

Sincerely,

James D. Kucewicz
James D. Kucewicz
Buyer

Vallie M. Ferraraccio
Vallie M. Ferraraccio
Director of Purchase
2/11/2015
DATE

EXHIBIT "F"



County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

PREFERRED SOURCE AGREEMENT

This AGREEMENT, made as of the 18th DAY OF JUNE, 2014

by and between NEW YORK STATE INDUSTRIES FOR THE DISABLED, INC.

of 11 COLUMBIA CIRCLE DRIVE, ALBANY, NY 12203

herein after referred to as the Contractor, and the County of Erie, a municipal corporation of the State of New York, hereinafter referred to as the County:

WHEREAS, in accordance with preferred source laws a proposal was received and opened by the County of Erie, Division of Purchase

on JUNE 10, 2014

for: JANITORIAL SERVICES – VARIOUS LOCATIONS.

WHEREAS, the proposal of the Contractor submitted in accordance therewith, the sum of \$48,043.68,

was from a NEW YORK STATE PREFERRED SOURCE; and

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

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

NOW, therefore, the Contractor does hereby for its heirs, executors, administrators and successors agree with the County of Erie that, the Contractor shall for the consideration mentioned, and in the manner set forth in Accepted Invitation to Bid No. 214053-002, Specifications and Provisions of Law annexed hereto and forming a part of this contract, furnish the equipment and materials and perform the work and services described in the Accepted Bid for the above sum.

_____ Paid monthly upon presentation of invoices.

_____ **XXX** _____ Upon delivery, completion and approval of the work, as per specifications.

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

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

COUNTY OF ERIE

CONTRACTOR: NEW YORK STATE INDUSTRIES FOR THE DISABLED, INC.

by [Signature]
Director of Purchase

by KAREN DiBella
Karen DiBella

Date 6/4/2014

Title VP Contract Admin & Quality Mgmt

Date July 17, 2014

APPROVED AS TO FORM

Electronically Signed

Assistant County Attorney
County of Erie, New York

Date _____

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF ALBANY)

On the 17th day of JULY in the year 2014 before me, the undersigned, personally appeared Karen DiBella, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: July 17, 2014



Notary Public

NOREEN A CRONIN
Notary Public, State of New York
No. 01CR6255449
Qualified in Greene County
Commission Expires February 6, 2016



COUNTY OF ERIE
MARK POLONCARZ
COUNTY EXECUTIVE
DIVISION OF PURCHASE
INVITATION TO BID

Bids, as stated below, will be received and publicly opened by the Division of Purchase in accordance with the attached specifications. FAX bids are unacceptable. Bids must be submitted in a sealed envelope to:

County of Erie
 Division of Purchase
 Attention: James D. Kucewicz, BUYER (716) 858-6336
 95 Franklin Street, Room 1254
 Buffalo, New York 14202-3967

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

BID NUMBER: 214053-002
 OPENING DATE: ~~FEBRUARY 6, 2014~~ Feb. 24th TIME: 2:00 PM
 FOR: JANITORIAL SERVICES – VARIOUS LOCATIONS

NAME OF BIDDER: NYSID (New York State Industries for the Disabled)

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

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

- EXHIBIT "A" - Assignment of Public Contracts
- EXHIBIT "B" - Purchases by Other Local Governments or Special Districts
- EXHIBIT "C" - Construction/Reconstruction Contracts
- EXHIBIT "D" - Bid Bond (Formal Bid)
- EXHIBIT "E" - Bid Bond (Informal Bid)
- EXHIBIT "F" - Standard Agreement
- EXHIBIT "G" - Non-Collusive Bidding Certification
- EXHIBIT "H" - MBE/ WBE Commitment
- EXHIBIT "IC" - Insurance **CLASSIFICATION "A"**
- EXHIBIT "P" & EXHIBIT "PBI" - Performance Bond
- EXHIBIT "Q" - Confined Space Program Certification

(Rev. 1/00)

County of Erie
DIVISION OF PURCHASE
NON-COLLUSIVE BIDDING CERTIFICATION

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

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

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

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

NOTICE

(Penal Law, Section 210.45)

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

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this 19 day of February, 20 14

TERMS _____ DELIVERY DATE AT DESTINATION _____

FIRM NAME NYSTD

ADDRESS 11 Columbia Circle Drive

Albany, N.Y. ZIP 12203

AUTHORIZED SIGNATURE George Warden

TYPED NAME OF AUTHORIZED SIGNATURE

TITLE WNY Account Representative TELEPHONE NO. (716) 875-9232

County of Erie

DIVISION OF PURCHASE

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

FIRM NAME NYSID

ADDRESS OF PRINCIPAL OFFICE STREET 11 Columbia Circle

CITY Albany

AREA CODE 518 PHONE 463-9706 STATE N.Y. ZIP 12203

Check one: CORPORATION PARTNERSHIP INDIVIDUAL

INCORPORATED UNDER THE LAWS OF THE STATE OF N.Y.

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

YES NO

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE STREET 315 Liston Street

CITY Buffalo, N.Y. ZIP 14203

AREA CODE 716 PHONE 875-9232 STATE N.Y. ZIP 14203

NAMES AND ADDRESSES OF PARTNERS:



New York State Industries for the Disabled, Inc.

CUSTOMER PRICE CONCURRENCE - SERVICES

Date Sent: 6/10/2014
 Contracting Agency: Erie County
 Contact Person: James Kucewicz
 Job Title: Buyer
 Street Address: Bureau of Purchase, 95 Franklin Street,
 City, State Zip: Buffalo, New York 14202-3967
 Phone #: 716-858-6336 Fax# 716-858-6465 E-Mail: James.kucewicz@erie.gov

**PLEASE UPDATE
INFORMATION IF
NEEDED.**

New York State Industries for the Disabled, Inc. will be applying for Preferred Source Status Designation for the service listed below:
 Member Agency: Allentown Industries
 Service: Janitorial Services – One Year from Date of Award
Erie County Health Mall: Item 1 Price is \$48,043.59
 Location: _____
 Proposed Price: With Prevailing Wage Adjustments as mandated by NYS DOL.
 If a Renewal, Current Contract #: _____
 New Term: _____

This form is not a contract, it is only an acknowledgment of your concurrence to the above proposed price. If applicable, a cost analysis is enclosed for your review documenting proposed changes in cost for the new term. Please Note: All Contracts with Prevailing Wage Schedules must contain escalation clauses for wages and supplemental benefits dependent upon the annual (July 1) NYS Department of Labor Published Prevailing Wage for that schedule.

If you are in agreement with the proposed price, please sign this form as soon as possible and return by mail or fax. Upon receipt, NYSID will apply to the NYS Office of General Services for approval of Preferred Source Status if necessary. If you have any questions, please call NYSID Contract Administration at the number below. Please fax or mail to:

Mail: New York State Industries for the Disabled, Inc. E-mail: mwerder@nysid.org Fax: 716-875-1171
 ATTN: Margie Werder Phone: 716-875-9232
 11 Columbia Circle Drive
 Albany, NY 12203

Authorized Signature:
 Printed Name: James D. Kucewicz
 Job Title: Buyer
 Date: 6/10/14

VENDOR TO PROVIDE JANITORIAL SERVICES AT THE FOLLOWING ERIE COUNTY FACILITIES:

PART I: ERIE COUNTY MEDICAL EXAMINER'S OFFICE

501 KENSINGTON AVENUE
BUFFALO, NEW YORK 14215
OFFICE NUMBER: 898-3191

PART II: ERIE COUNTY TOXICOLOGY LABORATORY

501 KENSINGTON AVENUE
BUFFALO, NEW YORK 14215
OFFICE NUMBER: 898-3821

PART III: ERIE COUNTY PUBLIC HEALTH LABORATORY

503 KENSINGTON AVENUE- BUILDING AA
BUFFALO, NEW YORK 14214
OFFICE NUMBER: 898-6114

**PART IV: ERIE COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION OFFICES**

503 KENSINGTON AVENUE- BUILDING BB
BUFFALO, NEW YORK 14214
OFFICE NUMBER: 898-6114

PART V: ERIE COUNTY HEALTH MALL

1500 BROADWAY STREET
BUFFALO, NEW YORK 14212

PART V: ERIE COUNTY HEALTH MALL

TOTAL AREA TO BE SERVICED IS APPROXIMATELY 18 779 SQUARE FEET (per the following breakdown)

CATHOLIC HEALTH BLOOD DRAW - 1ST FLOOR		
AREA		SQUARE FEET
3 BLOOD DRAW ROOMS		219
1 PROCESSING ROOM		121
1 LAB WAITING ROOM		231
1 PASSAGE		155
1 SPECIMEN TOILET		45
1 BIOHAZARD ROOM		8
	SUBTOTAL	779
UB SCHOOL DENTISTRY - 1ST FLOOR		
1 WAITING ROOM		337
1 RECEPTION		106
1 PANORAMIC X-RAY		83
6 DENTAL OPERATORY ROOMS		672
1 DOCUMENTATION		181
1 IT CLOSET		55
1 DENTAL SUPPLY		48
1 DENTAL LAB		76
1 PATIENT TOILET		61
1 STERILIZATION - SOILED PROCESS		57
1 PASSAGE		466
	SUBTOTAL	2,142
LAKE SHORE BEHAVIORAL - 1ST FLOOR		
1 GROUP ROOM		257
1 WAITING ROOM		140
4 OFFICES		420
1 RECEPTION/SECRETARIAL		211
1 PASSAGE		131
	SUBTOTAL	1,159
MID-ERIE - 1ST FLOOR		
9 OFFICES		1,029
1 WAITING		177
1 RECEPTION		142
1 GROUP ROOM		230
1 CLOSET		21
3 PASSAGES		466
1 SUPPLY		64
	SUBTOTAL	2,129

NOTE: All materials (toilet paper, towels, soap, etc.), cleaning supplies (bleach, glass cleaner, polish, etc.), and equipment (brooms, mops, mop heads, vacuum cleaner, etc.) are to be provided by vendor.

WORK PERFORMED FIVE DAYS PER WEEK UNLESS OTHERWISE INDICATED – BETWEEN THE HOURS OF 7PM–7AM UNLESS OTHERWISE ARRANGED BETWEEN CONTRACTOR AND FACILITY SUPERVISOR. SINGLE CLEANING PERSON MUST “WORK” 4 HOURS PER DAY. MULTIPLE CLEANING PERSONS MUST “WORK” A MINIMUM OF 2 HOURS PER DAY. THIS DOES NOT INCLUDE TIME TAKEN FOR LUNCH OR BREAKS.

**Vendor is responsible for removing existing dispensers (soap, towel, etc.) and providing appropriate dispensers if alternate products are to be provided. Removal/installation of alternate dispensers must not cosmetically or structurally damage mounting surfaces. Vendor is responsible for all cosmetic/structural repairs, including, but not limited to: resurfacing, drywall, painting.*

WORK TO BE PERFORMED:

ITEM #1

ALL OFFICE AREAS, CONFERENCE ROOMS, COUNSELING ROOMS, COUNSELING SUITES, ADMINISTRATIVE OFFICES AND FRONT DESK AREA

(THREE DAYS A WEEK)

- Dust all office furniture, sill and ledges, especially in Front Office space.
- Clean and sanitize all telephones.
- Mop all floors.
- Vacuum all carpets and runners.
- Empty waste containers and remove waste to designated areas.

ALL CORRIDORS AND PASSAGEWAYS

(THREE DAYS A WEEK)

- Clean and sanitize drinking fountains.
- Sweep and mop all floors.
- Vacuum all carpets and runners.
- Empty waste containers and remove waste to designated areas.

LOBBY ENTRANCES

(THREE DAYS A WEEK)

- Sweep and mop all floors
- Wash glass doors and vestibules

EXAM ROOMS, LABORATORY, BLOOD DRAW AND DENTAL OPERATORIES

(DAILY)

- Clean and sanitize sinks and counters with disinfectants
- Pull up all mats and wash with disinfectant (not bleach)
- Wet mop floors with 1:10 bleach solution
- Clean and replenish all dispensers with antibacterial soap or towels as indicated.
- Wipe all knobs with disinfectant
- Empty Biohazard waste containers and remove waste to designated areas.
- Empty dirty water from mop buckets and refill with clean bleach solution (1:10) at the end of each cleaning day.

(WEEKLY)

- Polish all stainless steel surfaces (counters, sinks, exam tables, exam chairs, dental equipment) ONCE A WEEK

RESTROOMS:

(DAILY)

- Empty waste containers; and remove waste to designated areas
- Clean and sanitize sinks, urinals, and commodes
- Polish sink fixtures
- Wet mop floors
- Clean and replenish all dispensers with antibacterial soap, towels, toilet tissues etc. All materials will be provided by the vendor.

BREAKROOM, KITCHEN, LOCKER ROOMS:

(DAILY)

- Sweep and wet mop floors
- Clean and sanitize tables, counter, microwaves and other surfaces
- Empty waste containers

ITEM #2

ALL OFFICE AREAS, CONFERENCE ROOMS, HALLS AND LOUNGES:

(QUARTERLY)

- Vacuum and wash all vents.

(TWICE A YEAR)

- Recondition all resilient floors, STRIPPING, sealant application and waxing all floors
- Outside windows will be washed twice a year
- Shampoo office carpeting

*****Contractor to provide regular, on-site supervision of janitorial staff.***

******Erie County provides a room to store equipment and supplies. This room must be kept in an orderly condition. No garbage or water pails or mildewed mops are to be left in this room at any time. This room should be kept in an orderly condition. The Erie County Health Mall deals with biological fluids which may come in contact with the mop used to clean the floor. Vendor must have an OSHA-compliant method of mopping floors, e.g. disposable mop heads or use of disinfecting cleaning solution.***



COUNTY OF ERIE

**MARK C. POLONCARZ
COUNTY EXECUTIVE**

DIVISION OF PURCHASE

TO: ALL BIDDERS
**FROM: James D. Kucewicz, Buyer
Erie County Division of Purchase**
DATE: January 29, 2014
**SUBJECT: ADDENDUM NO. 1 . Erie County Bid #214053-002
Janitorial Services – Various Locations**

The attention of all bidders is directed to the following changes in the above bid:

1) The pre-bid walk-through has been re-scheduled for Tuesday, February 4, 2014 at the following times:

11:00am – Erie County Health Mall, 1500 Broadway Street
site contact: Ben Swanekamp (716-858-2928)

1:00pm – other four locations – meet at the Medical Examiner’s
Office, 501 Kensington Avenue
site contact: Janinne Blank (716-961-7525)

2) The bid opening date has been changed to Monday, February 10, 2014 at 2:00pm.



COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

VALLIE M. FERRARACCIO
DIRECTOR

TO: ALL BIDDERS
FROM: James D. Kucewicz, Buyer
DATE: February 5, 2014
SUBJECT: ADDENDUM NO. 2 Erie County Bid #214053-002
Janitorial Services – Various Locations

The attention of all bidders is directed to the following changes in the above bid:

1) In PART IV: ERIE COUNTY HEALTH DEPARTMENT – ENVIRONMENTAL
HEALTH DIVISION

WORK TO BE PERFORMED:

ALL CORRIDORS AND PASSAGEWAYS

(DAILY)

1. Machine clean all floors. (November 1 through March 31)
(instead of "Dust mop and wet mop all floors")
2. Vacuum all rugs and runners.

(WEEKLY)

1. Machine clean all floors. (April 1 through October 31)
(added)

ENTRANCE / LOBBY

(DAILY)

1. Machine clean all floors. (November 1 through March 31)
(instead of "Sweep and wet mop all floors")
2. Wash glass doors and clean vestibule

(WEEKLY)

1. Machine clean all floors. (April 1 through October 31)
(added)

*****ALL OTHER SPECIFICATIONS REMAIN THE SAME**

2) Bid opening date has been changed to Wednesday, February 12, 2014 at 2:00pm.



COUNTY OF ERIE

**MARK C. POLONCARZ
COUNTY EXECUTIVE**

DIVISION OF PURCHASE

TO: ALL BIDDERS

**FROM: James D. Kucewicz, Buyer
Erie County Division of Purchase**

DATE: February 10, 2014

**SUBJECT: ADDENDUM NO. 3 Erie County Bid #214053-002
Janitorial Services – Various Locations**

The attention of all bidders is directed to the following change in the above bid:

1) The bid opening date has been changed to Monday, February 24, 2014 at 2:00pm.



COUNTY OF ERIE

**MARK C. POLONCARZ
COUNTY EXECUTIVE**

DIVISION OF PURCHASE

TO: ALL BIDDERS

**FROM: James D. Kucewicz, Buyer
Erie County Division of Purchase**

DATE: February 19, 2014

**SUBJECT: ADDENDUM NO. 4 Erie County Bid #214053-002
Janitorial Services – Various Locations**

OPENING ON FEBRUARY 24, 2014 AT 2:00 PM

The attention of all bidders is directed to the following changes in the above bid:

In Part I. Medical Examiner’s Office, Part II. Toxicology Laboratory, Part III. Public Health Laboratories, Part IV. Erie County Health Department – Environmental Health Division Offices, materials such as paper towels and soap will no longer be part of the bid. The note at the top of these sections should read:

NOTE: All cleaning supplies (bleach, glass cleaner, polish, etc.), and equipment (brooms, mops, mop heads, vacuum cleaner, floor and carpet cleaning machines, etc.) are to be provided by vendor. All materials (toilet paper, multi-fold towels, hard-wound paper towel for dispensers, soap, etc. will be purchased by the County but maintained by the vendor. Vendor will coordinate with the County department to ensure adequate supply.

These materials are still part of Part V. Erie County Health Mall and should be included in pricing for Part V. Since the Health Mall is a new site, usage totals are unavailable. A floor plan of the site, however, is included in this addendum to assist in estimating these totals.



COUNTY OF ERIE

**MARK C. POLONCARZ
COUNTY EXECUTIVE**

DIVISION OF PURCHASE

TO: ALL BIDDERS

**FROM: James D. Kucewicz, Buyer
Erie County Division of Purchase**

DATE: February 19, 2014

**SUBJECT: ADDENDUM NO. 5 Erie County Bid #214053-002
Janitorial Services – Various Locations**

OPENING ON FEBRUARY 24, 2014 AT 2:00 PM

The attention of all bidders is directed to the following changes in the above bid:

To assist in estimating the materials (paper towels, toilet paper, soap) needed for Part V. Erie County Health Mall, the following information, pertaining to that site only, is being provided:

- 1) There will be APPROXIMATELY 14,000 patient visits per year.
- 2) There will be APPROXIMATELY 40 staff onsite.

County of Erie
DIVISION OF PURCHASE
INSTRUCTIONS TO BIDDERS (FORMAL)

1. BID SHALL BE SUBMITTED ON THESE COUNTY OF ERIE BID FORMS or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.

2. LATE PROPOSALS. Any bids received in the Erie County Division of Purchase after the date and time prescribed will not be considered for contract award.

3. EMERGENCY CLOSINGS. In the event the closing of certain County facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Division of Purchase control, only bids received in the Division of Purchase prior to the date and time or postmarked as of the date prescribed will be considered for contract award.

4. ANY CHANGE IN WORDING OR INTERLINEATION BY A BIDDER OF THE INQUIRY AS PUBLISHED BY THE COUNTY OF ERIE shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.

5. THE COUNTY RESERVES THE RIGHT TO REJECT any and all bids, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. The County does not obligate itself to accept the lowest or any other proposal.

6. AWARD TO THE LOWEST RESPONSIBLE BIDDER. For the purpose of determining which bidder is the lowest qualified responsible bidder, it shall be the lowest three bidders' responsibility, within FIVE DAYS of being so notified by the Division of Purchase, to present information and documentation to the Division of Purchase, to satisfy the County that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.

7. CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.

8. This EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid:

IT IS UNDERSTOOD BY THE PARTIES THAT THIS AGREEMENT SHALL BE EXECUTORY ONLY TO THE EXTENT OF THE MONIES AVAILABLE TO THE COUNTY OF ERIE AND APPROPRIATED THEREFOR, AND NO LIABILITY ON ACCOUNT THEREOF SHALL BE INCURRED BY THE COUNTY BEYOND THE MONIES AVAILABLE AND APPROPRIATED FOR THE PURPOSE THEREOF.

9. FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by the County of Erie to recover damages.

10. PRICES SHALL BE QUOTED F.O.B. DESTINATION AND DELIVERED INSIDE. "Tailgate delivery" will not be accepted unless specified by the County.

11. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE COUNTY. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the bid. There will be no additional charges for delivery.

12. NO TAXES ARE TO BE BILLED TO THE COUNTY. Bids shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The County of Erie Purchase Order is an exemption certificate. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net bid.

13. THE SUCCESSFUL BIDDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision of regulatory body which may apply to its performance under this contract.

County of Erie DIVISION OF PURCHASE

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

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

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

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

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

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

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

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

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

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

(d) List of other installations.

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

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

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

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

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

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

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

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

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

29. TERMINATION OF CONTRACT:

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

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

30. THE SUCCESSFUL BIDDER TO WHOM THE BID IS AWARDED SHALL INDEMNIFY AND HOLD HARMLESS the County of Erie and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.

31. STATUS AS AN INDEPENDENT CONTRACTOR: The successful Bidder to whom the bid is awarded and the County agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither the Bidder nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

32. GOVERNED BY NEW YORK LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

(Rev. 04/09)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

County of Erie

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

FIRM NAME _____

ADDRESS OF PRINCIPAL OFFICE STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

Check one: CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL _____

INCORPORATED UNDER THE LAWS OF THE STATE OF _____

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

YES _____ NO _____

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

NAMES AND ADDRESSES OF PARTNERS:



County of Erie

CHRIS COLLINS
COUNTY EXECUTIVE

DIVISION OF PURCHASE

ASSIGNMENT OF PUBLIC CONTRACTS

GENERAL MUNICIPAL LAW - Section 109:

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

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

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

(Rev. 12/01/93)



COUNTY OF ERIE
CHRIS COLLINS
COUNTY EXECUTIVE
DIVISION OF PURCHASE

PURCHASES BY OTHER LOCAL GOVERNMENTS OR SPECIAL DISTRICTS

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

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

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

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

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

AKRON CENTRAL SCHOOL DISTRICT, District Clerk, 47 Bloomingdale Ave., Akron, NY 14001
 AKRON VILLAGE OF, Clerk-Treasurer, 21 Main St., Akron, NY 14001
 ALDEN CENTRAL SCHOOL DISTRICT, District Clerk, 13190 Park St., Alden, NY 14004
 ALDEN TOWN OF, Town Clerk, Town Hall, 11901 Broadway, Alden, NY 14004
 ALDEN VILLAGE OF, Village Clerk, 13336 Broadway, Alden, NY 14004
 AMHERST CENTRAL SCHOOL DISTRICT, Business Manager, 4301 Main St., Amherst, NY 14226
 AMHERST TOWN OF, Highway Superintendent, Town Hall, 5583 Main St., Williamsville, NY 14221
 AMHERST TOWN OF, Town Supervisor, Town Hall, 5583 Main St., Williamsville, NY 14221
 ANGOLA VILLAGE OF, Clerk-Treasurer, 41 Commercial St., Angola, NY 14006
 AURORA TOWN OF, Town Clerk, Town Hall, 5 S. Grove St., E. Aurora, NY 14052
 BLASDELL VILLAGE OF, Clerk-Treasurer, 121 Miriam St., Blasdell, NY 14219
 BOCES, ERIE #1, Clifford N Crooks Svc. Ctr., 355 Harlem Rd. West Seneca NY 14224-1892
 BOCES, ERIE CATTARAUGUS #2, Assistant Superintendent, 3340 Baker Rd., Orchard Park, NY 14127
 BOSTON TOWN OF, Town Clerk, Town Hall, 8500 Boston State Rd., Boston, NY 14025
 BRANT TOWN OF, Town Clerk, Town Hall, Brant North Collins Rd., Brant, NY 14027
 BUFFALO BOARD OF EDUCATION, Purchasing Agent, 408 City Hall, Buffalo, NY 14202
 BUFFALO CITY OF, Division of Purchasing, 1901 City Hall, Buffalo, NY 14202
 BUFFALO SEWER AUTHORITY, General Manager, 1038 City Hall, Buffalo, NY 14202-3378
 CHEEKTOWAGA CENTRAL SCHOOL DISTRICT, 3600 Union Rd., Cheektowaga, NY 14225
 CHEEKTOWAGA-MARYVALE UNION FREE SCHOOL DISTRICT, District Clerk, 1050 Maryvale Dr., Cheektowaga, NY 14225-2386
 CHEEKTOWAGA-SLOAN UNION FREE SCHOOL DISTRICT, District Clerk, 166 Halstead Ave., Sloan, NY 14212-2295
 CHEEKTOWAGA TOWN OF, Town Hall, Broadway & Union Rds., Cheektowaga, NY 14227
 CLARENCE CENTRAL SCHOOL DISTRICT, Business Administrator, 9625 Main St., Clarence, NY 14031-2083
 CLARENCE TOWN OF, Town Clerk, 1 Town Place, Clarence, NY 14031
 CLEVELAND HILL FIRE DISTRICT NO. 6, Secretary, 440 Cleveland Dr., Cheektowaga, NY 14225
 CLEVELAND HILL U.F.S.D. @ CHEEKTOWAGA, Business Manager, 105 Mapleview Dr., Cheektowaga, NY 14225

COLDEN TOWN OF, Deputy Town Clerk, Town Hall, S-8812 State Rd., Colden, NY 14033
 COLLINS TOWN OF, Supervisor, Town Hall, P.O. Box 420, Collins, NY 14035
 CONCORD TOWN OF, Town Clerk, Town Hall, Springville, NY 14141-0187
 DEPEW UNION FREE SCHOOL DISTRICT, District Clerk, 591 Terrace Blvd., Depew, NY 14043
 DEPEW VILLAGE OF, Village Clerk, Municipal Building, 85 Manitou St., Depew, NY 14043
 EAST AURORA VILLAGE OF, Village Clerk, Village Hall, 571 Main St., East Aurora, NY 14052
 EDEN TOWN OF, Town Clerk, 2795 East Church St., Eden, NY 14057
 EGGERTSVILLE FIRE DISTRICT, Secretary/Treasurer, 1880 Eggert Rd., Eggertsville, NY 14226-2233
 ELLWOOD FIRE DISTRICT #1, Secretary, Town of Tonawanda, 1000 Englewood Ave., Kenmore, NY 14223
 ELMA TOWN OF, Town Clerk, Town Hall, 1600 Bowen Rd., Elma, NY 14059
 ERIE COUNTY WATER AUTHORITY, Central Processing, 3030 Union Rd., Buffalo, NY 14227
 EVANS TOWN OF, Town Clerk, 42 N. Main St., Angola, NY 14006
 FARNHAM VILLAGE OF, Village Clerk-Treasurer, 526 Commercial St., Farnham, NY 14061
 FORKS FIRE DISTRICT #3, Commissioner, Town Cheektowaga, 3330 Broadway, Cheektowaga, NY 14227
 GOWANDA VILLAGE OF, Clerk/Treasurer, 27 East Main St., Gowanda, NY 14070
 GRAND ISLAND CENTRAL SCHOOL DISTRICT, District Clerk, 1100 Ransom Rd., Grand Island, NY 14072
 GRAND ISLAND TOWN OF, Town Clerk, 2255 Baseline Rd., Grand Island, NY 14072
 HAMBURG TOWN OF, Town Clerk, S-6100 S. Park Ave., Hamburg, NY 14075
 HAMBURG VILLAGE OF, Village Clerk/Treasurer, 100 Main St., Hamburg, NY 14075
 HOLLAND FIRE DISTRICT #1, Town of Holland, Holland, NY 14080
 HOLLAND TOWN OF, Town Clerk, 47 Pearl St., Holland, NY 14080
 HOPEVALE UNION FREE SCHOOL DISTRICT, District Clerk, 3780 Howard Rd., Hamburg, NY 14075
 IROQUOIS CENTRAL SCHOOL DISTRICT, Girdle Rd., Elma, NY 14059
 KENILWORTH FIRE DISTRICT #2, Commissioner, Tn. Tonawanda, 84 Hawthorne Ave., Buffalo, NY 14223
 KENMORE-TN OF TONAWANDA UNION FREE SCHOOL DISTRICT, District Clerk, 1500 Colvin Blvd., Buffalo NY 14223
 KENMORE VILLAGE OF, Village Clerk-Treasurer, Municipal Building, Kenmore, NY 14217
 LACKAWANNA CITY OF, City Clerk, Lackawanna City Hall, 714 Ridge Rd., Lackawanna, NY 14218
 LAKE VIEW FIRE DISTRICT, Fire Commissioner, Lakeview & Burke Roads, Lake View, NY 14085
 LANCASTER TOWN OF, Town Clerk, 21 Central Avenue, Lancaster, NY 14086
 LANCASTER VILLAGE OF, Clerk-Treasurer, Municipal Building, 5423 Broadway, Lancaster, NY 14086
 MARILLA TOWN OF, Marilla Town Hall, 1740 Two Rod Rd., Marilla, NY 14102
 NEWSTEAD TOWN OF, Town Clerk, Town Hall, P.O. Box 227, Akron, NY 14001
 NIAGARA FRONTIER TRANSPORTATION AUTHORITY, 181 Ellicott St., Buffalo, NY 14205
 NORTH COLLINS TOWN OF, Town Clerk 2015 Spruce St., North Collins, NY 14111
 NORTH COLLINS VILLAGE OF, Village Clerk, 10543 Main St., North Collins, NY 14111
 ORCHARD PARK CENTRAL SCHOOL DISTRICT, Asst. Supt. Bus. & Support Svcs. 3330 Baker Rd., Orchard Park, NY 14127
 ORCHARD PARK TOWN OF, Town Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127
 ORCHARD PARK VILLAGE OF, Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127
 SARDINIA TOWN OF, Town Clerk, Town Hall, Savage Rd., Sardinia, NY 14134
 SHERIDAN PARK FIRE DISTRICT NO. 4, Secretary, 738 Sheridan Dr., Tonawanda, NY 14150
 SLOAN VILLAGE OF, Clerk Treasurer, 425 Reiman St., Sloan, NY 14212
 SNYDER VOL. FIRE DEPT., Fire Commissioner, 4531 Main Street, Snyder, NY 14226
 SOUTH LINE FIRE DISTRICT #10, Fire Commissioner, 1049 S. French Rd., S. Cheektowaga, NY 14227
 SOUTH WALES FIRE DISTRICT #1, Secretary/Treasurer, P.O.Box 94, South Wales, NY 14139
 SPRING BROOK FIRE DISTRICT #1, Secretary, P.O. Box 97, Spring Brook, NY 14140
 SPRINGVILLE VILLAGE OF, Clerk Treasurer, Village Office, 5 W. Main St., Springville, NY 14141
 SWEET HOME CENTRAL SCHOOL DISTRICT, Director Finance & Plant Svcs., 1901 Sweet Home Rd., Amherst, NY 14228
 TONAWANDA CITY OF, Mayor, 200 Niagara St., Tonawanda, NY 14150
 TONAWANDA CITY OF, Superintendent, 150 Fillmore Avenue, Tonawanda, NY 14150
 TONAWANDA CITY SCHOOL DISTRICT, District Clerk, 100 Hinds St., Tonawanda, NY 14150-1815
 TONAWANDA TOWN OF, Town Clerk, Municipal Building, Kenmore, NY 14217
 U-CREST FIRE DISTRICT #4, Fire Commissioner, 255 Clover Place, Cheektowaga, NY 14225
 UNION FREE SCHOOL DISTRICT, Dist. Clerk, Tn. Tonawanda, 1500 Colvin Blvd., Kenmore, NY 14223
 WALDEN FIRE DISTRICT #2, Fire Commissioner, 20 Pine Ridge Road, Cheektowaga, NY 14211
 WALES TOWN OF, Town Clerk, Big Tree Rd., Wales Center, NY 14169
 WEST SENECA CENTRAL SCHOOL DISTRICT, District Treasurer, 1397 Orchard Park Rd., West Seneca, NY 14224-4098
 WEST SENECA FIRE DISTRICT #4, Fire Commissioner, 100 Lein Rd., West Seneca, NY 14224
 WEST SENECA FIRE DISTRICT #5, Fire Commissioner, 2801 Seneca St., West Seneca, NY 14224
 WEST SENECA TOWN OF, Town Clerk, 1250 Union Road, West Seneca, NY 14224
 WILLIAMSVILLE CENTRAL SCHOOL DISTRICT, District Clerk, 105 Casey Rd, PO Box 5000, East Amherst NY 14051
 WILLIAMSVILLE VILLAGE OF, 5565 Main St., Williamsville, NY 14231-1557
 WYOMING, COUNTY OF, Office of the Board of Supervisors, 143 N Main St., Warsaw, NY 14569