COUNTY OF ERIE
DIVISION OF PURCHASE
MEMORANDUM

To: All Using Departments

From: Jamie Kucewicz, Buyer

Date: April 20, 2016

Subject: HOUSEHOLD HAZARDOUS WASTE REMOVAL

Bid No.: 214063-002

Effective Dates: Bid has been extended through March 31, 2017

Vendor #: 118309

Vendor: MXI ENVIRONMENTAL SERVICES
26319 Old Trail Road
Abingdon, VA 24210
Contacts: Ronald Potter

Telephone: 276-628-6636

Pricing: per attached document

COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

VALLIE M. FERRARACCIO
DIRECTOR

March 3, 2016

MXI Environmental Services
26319 Old Trail Road
Abingdon, VA 24210
Attn: Ronald Potter

Re: Bid #214063-002 – "Household Hazardous Waste Removal"

Dear Mr. Potter:

The County of Erie wishes to extend this agreement for an additional year, through March 31, 2017, under the same prices, terms and conditions as the original agreement.

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.

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

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

Company Name: MXI Environmental Services LLC

Representative (Please print): Ronald Potter Title: Managing Member

Signature: Ronald Potter Date: 3/24/16

Sincerely,

James D. Kucewicz
Buyer

Vallie M. Ferraraccio
Director of Purchase

3/30/2016
DATE

EXHIBIT "F"

County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

STANDARD AGREEMENT

This AGREEMENT, made as of the 13th DAY OF MARCH, 2014

by and between MXI ENVIRONMENTAL SERVICES, LLC

of 26319 OLD TRAIL ROAD, ABINGDON, VA 24210

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 public open competitive bidding, sealed proposals were received and publicly opened by the County of Erie, Division of Purchase

on MARCH 3, 2014 at 2:00 PM

for: HOUSEHOLD HAZARDOUS WASTE REMOVAL.

WHEREAS, the bid of the Contractor submitted in accordance therewith, comprising various item costs,

was the lowest responsible bid submitted; 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. 214063-002, 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

by _____
Director of Purchase

Date 5/5/2014

CONTRACTOR: MXI ENVIRONMENTAL SERVICES, LLC

by _____

Title Managing Member

Date 3/21/14

APPROVED AS TO FORM

Electronically Signed

_____
Assistant County Attorney
County of Erie, New York

Date_____

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

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

BID NUMBER: 214063-002

OPENING DATE: MARCH 3, 2014 TIME: 2:00 PM

FOR: HOUSEHOLD HAZARDOUS WASTE REMOVAL

NAME OF BIDDER: _____

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:

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

(Rev. 1/00)

EXHIBIT "G"

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 27th day of Feb., 20 14

TERMS Net 30 DELIVERY DATE AT DESTINATION na

FIRM NAME MXI Environmental Services LLC

ADDRESS 26319 Old Trail Road Abingdon Virginia

ZIP 24210

AUTHORIZED SIGNATURE

TYPED NAME OF AUTHORIZED SIGNATURE: Ronald Potter

TITLE Managing Member TELEPHONE NO. 276-628-6636

(Rev.1/2000)

County of Erie

DIVISION OF PURCHASE
BID SPECIFICATIONS
BID NO. 214063-002

Ship to:
Attention:
Address:

Ship Via: CW
Date Required at Destination: As Required

ITEM NO.	QUAN-TITY	UM	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Please furnish pricing for Household Hazardous		
			Waste Removal as per attached specifications.		
			The term of this contract will be from April 1, 2014 through		
			March 31, 2015.		
			Vendor must provide pricing for all items. Bid will be		
			evaluated, however, only on items 1.1, 1.2 and items 3.1		
			through 3.13.		
			Please provide pricing on "Appendix B – Service Schedule"		

NOTE: Bid results cannot be given over the phone. All requests for bid results should be submitted in writing or faxed to:

ERIE COUNTY DIVISION OF PURCHASE
Freedom of Information Officer
95 Franklin Street, Rm. 1254
Buffalo, NY 14202
FAX #: **716/858-6465**

NAME OF BIDDER _____

APPENDIX B

SERVICE SCHEDULE

DESCRIPTION		RATE/UNIT
0	Personnel	
1.1	Supervisor	No charge /day
1.2	Technicians	No charge /day
2.0	Analytical (Waste Characterization)	$350.00 /per sample
3.0	Transportation & Disposal	RATE/UNIT*
3.1	Solvent Paint	115.00 /55 gallon 255.00/cubic yard box
3.2	Latex Paint	75.00 /55 gallon 235.00/cubic yard box
3.3	Paint Sludge	115.00 /55 gallon 255.00/cubic yard box
3.4	Lab Packs (acids/bases/oxidizers)	190.00 /55 gallon 500.00/cubic yard box
3.5	Pesticides	1.10 /pound
3.6	Flammable Liquids (other than paint)	115.00/55 gallon drum 255.00/cubic yard box
3.7	PCB Paint	115.00 /55 gallon drum 255.00/cubic yard box
3.8	Resins/Adhesives	85.00 /55 gallon drum 255.00/cubic yard box
3.9	Aerosols (paint)	100.00 /55 gallon drum 300.00/cubic yard box
3.10	Aerosols (pesticides)	100.00 /55 gallon drum 300.00/cubic yard box
3.11	Dry Cell Batteries	150.00 /55 gallon drum 50.00 /5 gallon pail
3.12	Propane Cylinders (non-refillable)	10.00 /unit
3.13	Mercury	10.00/pound 125.00/ 5 gal pail
3.14	Fluorescent Tube Light Bulbs	0.04/foot
3.15	Compact Fluorescent Bulbs	1.00/unit

* If bid prices are submitted for units other than those shown, bidder must provide a conversion factor for comparison purposes

1.0 ISSUING PARTY/CONTACT:

Issuing Party: Erie County, New York

Contact: Paul B. Kranz, P.E. Associate Engineer

Erie County Department of Environment and Planning

Division of Environmental Compliance

95 Franklin Street, Room 1077

Buffalo, New York 14202

Phone (716) 858-7897 Fax (716) 858-7713

kranzp@erie.gov

2.0 GENERAL

2.1 The intent of this Request for Bid is to establish a contract with a licensed hazardous waste service contractor (contractor) to provide services for the collection, transportation, and recycle/disposal of household hazardous waste. This will provide Erie County residents with a means to dispose of unusable/unwanted hazardous household products. Erie County is located in Western New York State with an approximate population of 931,000 residents.

2.2 Erie County has provided single day event household hazardous waste collections for residents since 1988. There are three Household Hazardous Waste Collection events anticipated for 2014. The events will be conducted at a New York State Department of Environmental Conservation approved site. Residents will be asked to bring limited quantities of specific acceptable wastes in original labeled containers for disposal.

2.3 Erie County's Household Hazardous Waste Collection program typically entails the collection of limited quantities of items such as, but not limited to: paints, stains, solvents, and pesticides from County residents. Recent average and peak single event collection quantities are provided for bidding purposes.

	Average	Peak
Participants	825	1,600
Paint/Sludge (Gallons)	9,000	12,000
Pesticides (pounds)	3,200	7,000

The collection events are scheduled on Saturdays with typically one each in late spring, summer, and fall. Hours for material drop off are from 9:00 a.m. to 2:00 p.m. Residents are serviced on a first come first served basis without prior appointments. Specific dates for collections are set six weeks prior to the event. The contractor may be utilized, as part of this contract, to assist Erie County in providing additional hazardous waste collection and disposal services as part of a Conditionally Exempt Small Quantity Generator Program, Native American HHW Collection Program or for the disposal of County generated hazardous waste.

2.4 Costs quoted for this Request for Bid must be in effect for all events, for the term of the contract, with the potential for extension for two subsequent years at the discretion of Erie County.

2.5 Erie County reserves the right to include/exclude specific items for collection for each event. The contractor will be notified as to the type of material to be accepted for collection prior to the event. The final decision on the type and quantity of material accepted from residents at the collection events will be at the discretion of the County Program Manager. The Program Manager also has the right to remove any material from the waste stream, which is collected during the event.

2.6 Erie County reserves the right to reject any and/or all of the proposals or prices provided without cause. The determination that any aspect of the submitted proposal does not satisfactorily meet criteria will be at the sole discretion of Erie County.

3.0 SCOPE OF SERVICES

3.1 The contractor shall appoint a primary contact representative responsible for expediting the services provided by the contract and to serve as a liaison to Erie County.

3.2 The contractor shall provide:

3.2.1 An on-site supervisor experienced and trained in site management of household hazardous waste collection events, who shall direct the onsite operations of the contractor. Supervisors' resumes must be provided to Erie County as part of this bid submission.

3.2.2 Up to twenty technicians, experienced and trained to accept, classify, segregate, inventory, bulk, and package the collected waste. Contractor staff also is to assist County and host community employees with the removal of waste materials from residents' vehicles and the identification of unknowns. Specific contractor staffing requirements for each event will be as directed by the County Program Manager two weeks prior to the event.

3.2.3 Personal protective equipment for contractor's personnel and approximately 15 Erie County personnel and volunteers including, but not limited to Tyvek suits, aprons, gloves, safety glasses, etc.

3.2.4 Any tents, tables, ground covering plastic, tape, etc. necessary for set up of receiving, bulking and packaging areas.

3.2.5 A sufficient number of containers, which comply with appropriate New York State Department of Environmental Conservation (NYSDEC) and New York State Department of Transportation (NYSDOT) requirements for the transportation, and disposal of collected waste materials.

3.2.6 Sufficient absorbent packing material required to properly package the collected waste for transport and offsite disposal.

3.2.7 A vehicle(s) properly licensed and placarded with the capacity to safely transport the waste materials which will be generated by these collection events.

3.2.8 Adequate spill control equipment, material and supplies.

3.2.9 Tools, drum dollies, and other equipment necessary to package, seal, move and load/unload both filled and empty drums.

3.2.10 Sufficient inventory forms and hazardous waste labels, placards, and manifests for packaging, transporting and disposal of collected wastes.

3.2.11 Payment of third party invoices for worker and volunteer lunch and refreshments as arranged by the County. Approximate cost per event $750.

3.2.12 Payment of third party invoices for the disposal of non-hazardous, solid waste generated as a result of this program as arranged by the County.

3.2.13 Erie County will be responsible for providing items listed in Appendix A.

3.3 Individual Household Drop Off

Erie County receives calls from individual residents throughout the year who have a need for household hazardous waste disposal, and cannot wait for a collection event. Erie County would like to be able to provide residents who make the effort to safely and properly dispose of their HHW with options and alternatives to the single day collection events. Please provide information with your bid submittal on your ability, procedures and costs associated with accommodating individual drop off. This information submittal is optional, is not part of the Erie County program, will not be considered, and in no way will affect the evaluation and final bid results.

4.0 CONTRACTOR RESPONSIBILITIES

Contractor is responsible for securing an USEPA Identification Number. The number must be provided to Erie County four weeks in advance of the collection event. The contractor is to assume generator status for all materials collected and accepted from residents.

4.1 The contractor is required to arrive onsite for setup a minimum of one hour prior to the start of the event. Contractor must remain onsite until all collected materials are packaged and loaded for transportation for disposal. Prior to contractor leaving site, contractor is to clean site to the satisfaction of the County site supervisor. All materials surrendered by residents and collected by the contractor shall be removed from the site on the day of the event.

4.2 The contractor shall obtain and maintain during the course of the contract, and subsequent amendments, all licenses, permits, authorizations or any other documents required by federal, state, county, and municipal governments, and other authorities so that the contractor may conduct the work necessary to fulfill the requirements of the contract.

4.3 The contractor shall provide evidence and maintenance of insurance types necessary to cover the scope of work included in this bid solicitation prior to contract execution. The contractor shall complete and return the necessary insurance documentation to the satisfaction of Erie County.

4.4 Immediately upon completion of an event, and prior to leaving the site, the contractor shall provide a completed Waste Material Profile Sheet (WMPS) at the collection site for the approval and signature of a designee of Erie County. The WMPS must provide information on the total units of each waste stream collected to be used for billing purposes. A sample WMPS should be provided with the bid. Copies of each manifest and packing slip shall be provided to Erie County at the end of the event or within two working days subsequent to the collection.

4.5 The contractor shall decrease costs by packing together similar liquid and solid materials whenever such packing can be practically and safely accomplished. Waste consolidation which results in higher unit disposal costs will not be allowed. Drums must be fully packed.

4.6 It shall be the duty of the contractor to package wastes to ensure that the package meets applicable requirements for the transportation of the wastes. It shall be the duty of the contractor to prepare any manifests required for the transportation of the wastes to an intermediate storage facility or disposal site.

4.7 The contractor shall make and implement all arrangements necessary for the proper recycle or disposal of waste materials received by the contractor via the collection event. The final disposition of the wastes shall be a permitted hazardous waste disposal facility deemed acceptable by Erie County. Collected pesticides are to be incinerated. All other materials collected will utilize the EPA hierarchy for recycling, reformulation, energy recovery preference before disposal. Erie County shall be provided certification of disposal, destruction, recycling (COD/D/R) within 90 days subsequent to the event.

4.8 Unless otherwise directed, the contractor shall submit to Erie County no more than one invoice for services rendered under the contract per collection event. The invoice shall detail all services as specified in Appendix B and must indicate all unit costs and number of those units for services and supplies. A sample invoice is required to be submitted with bid proposals.

4.9 The contractor shall also coordinate on site with local recyclers of waste oil/antifreeze, waste fuels, propane tanks, and lead acid batteries for efficient traffic flow and coordination of waste stream acceptance.

5.0 BID REQUIREMENTS

Bid submittals must include, at a minimum, items listed below. Information and costs for services above and beyond the items listed below may be submitted for consideration for inclusion with the current collection program scope of work. Failure to provide all information as requested may result in rejection of the proposal.

5.1 Unit costs for items listed in Appendix B (attached). Unit disposal costs for containers other than those listed must be provided as needed for future billing purpose (i.e. 30 gal).

5.2 List of Qualifications including:

5.2.1 Previous experience with Household Hazardous Waste Collection Days or other related experience including number of years in household hazardous waste management business and number of household hazardous waste collection completed annually.

5.2.2 Qualifications and training of key staff members responsible for the implementation of required services and on site management.

5.2.3 Customer references (names, titles, and telephone numbers) from at least three (2011 - 2013) household hazardous waste collection events. Please include a primary contact for state regulatory agencies for which references are provided.

5.2.4 Insurance documentation and certificates as required by Erie County.

5.2.5 Current valid permits and licenses in effect which enable the contractor to provide for the required services.

5.2.6 Information on subcontractors including primary contact names, and items related to 5.2.5, including transportation and disposal subcontractors, intended to be utilized to fulfill the required services.

5.2.7 Spill Prevention Control and Countermeasure Plan.

5.2.8 Plan for the identification of unknowns.

5.2.9 Treatment/Disposal mechanism to be employed for each quoted waste stream.

5.2.10 Compliance summaries of permitted hazardous waste facilities which the contractor proposes to use. Please provide a list of any violations, fines or enforcement actions.

5.2.11 Optional - Information on accommodations for individual drop off per 3.3.

5.3 Bids (three copies) must be submitted to the Division of Purchase no later than 2:00 p.m. on March 3, 2014.

APPENDIX A

LIST OF ERIE COUNTY RESPONSIBILITIES

In an effort to maximize program effectiveness and to fully utilize the capabilities of the County's resources, Erie County will be responsible for the following items.

1. Securing a site suitable for a waste collection event.

2. Submitting an acceptable plan for approval by the New York State Department of Environmental Conservation to hold the collection event.

3. Notifying the necessary State, County, Municipal and local parties affected by such a collection event.

4. Notification and coordination with local emergency response authorities including Local HazMat Response Teams, Fire Departments, Police, Hospitals, etc.

5. All advertising, promotion, traffic control, site communication, surveying, soliciting of participants and sponsors, and registering of participants.

6. Training of all County, Municipal, and volunteer (non-contractor) staff assisting at the event.

7. Designating and providing a site manager and a safety manager to direct the overall collection procedure.

8. Contract for 30 CY rolloffs and cardboard recycling dumpster for the disposal of nonhazardous event related waste.

9. Coordinate with local recycling firms for the disposal of waste motor oil, antifreeze, fuels, propane tanks, and lead acid batteries.

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 <u>not</u> 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
DIVISION OF PURCHASE

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.

County of Erie

DIVISION OF PURCHASE

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

FIRM NAME MXI Environmental Services LLc

ADDRESS OF PRINCIPAL OFFICE STREET 26319 Old Trail Road

CITY Abingdon

AREA CODE 276__ PHONE 628-6636 STATE Virginia_____ ZIP 24210

Check one: CORPORATION x PARTNERSHIP_____ INDIVIDUAL_____

INCORPORATED UNDER THE LAWS OF THE STATE OF New Jersey

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

YES x NO _____

TRADE NAMES: na

ADDRESS OF LOCAL OFFICE STREET 297 Zimmerman Lane

CITY Langhorne

AREA CODE 267 PHONE 590-0043 STATE PA ZIP 19047

NAMES AND ADDRESSES OF PARTNERS:
Ronald Potter 27 Sutton Road Lebanon NJ 08833

EXHIBIT "A"

County of Erie

MARK POLONCARZ
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.

EXHIBIT "B"

COUNTY OF ERIE

MARK POLONCARZ
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

REV. 7/09

Division of Purchase

EEO Compliance Place Card

****

Date Sent 3 / 13 / 14

Buyer JKucewicz

Bid # 214063-002

Bid Title Household Hazardous Waste Removal

Comments:

EEO Sign-off [signature] Date 3 / 27 / 2014

BID WILL NOT BE CONSIDERED IF THIS FORM IS NOT SUBMITTED WITH BID AS REQUIRED, REGARDLESS OF THE BID AMOUNT.

BID NO.: 214063.-002_____
BID DATE: 3/3/2014

ERIE COUNTY MINORITY/ WOMEN BUSINESS ENTERPRISE UTILIZATION REPORT - PART A

COMPANY:MXI Environmental Services LLC
AUTHORIZED REPRESENTATIVE:
ADDRESS: 26319 Old Trail Road Abingdon VA 24210
TELEPHONE NUMBER: (276)628-6636_
BID NAME:Household Hazardous Waste Removal

I. List actions taken to identify, solicit, and contact Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) to bid on subcontracts for this project.

1.Researched via the New York web listing for MBE businesses
2.
3.
4.
5.
6.

II List all bona fide Minority/Women Business Enterprise subcontractors and suppliers solicited, contracted, or presently negotiating a contract in accordance with the minority business utilization goal set forth by the County of Erie. (Attach additional sheets if necessary.)

MBE/WBE OWNED FIRMS	SUPPLY/SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
Name Acme Supply Address 10 Cedar Swamp Road Glen Cove NY 11542 Telephone No 516-629-6940 IRS #				YES ____ NO x	
Name E & M Sales Inc Address 1201 Broadway Street New York NY 10001 Telephone No IRS #				YES ____ NO x	

MBE/WBE OWNED FIRMS	SUPPLY/SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
Name _____ Address _____ _____ Telephone No _____ IRS # _____				YES _____ NO _____	
Name: _____ Address _____ _____ Telephone No. _____ IRS # _____				YES _____ NO _____	
Name _____ Address: _____ _____ Telephone No. _____ IRS # _____				YES _____ NO _____	

III Total Dollar Amount to be subcontracted to
Minority Business Enterprise(s) $ 1000 00
Women Business Enterprise(s) $

IV. Total Amount of Bid $

V. MBE Percent (%) of project bid 8 %
WBE Percent (%) of project bid %

VI. YOU MUST ATTACH COPIES OF RELEVANT CORRESPONDENCE AND DOCUMENTS, INCLUDING RETURN RECEIPTS.

SIGNATURE OF AUTHORIZED REPRESENTATIVE 2/27/14 DATE

(01/09)

WAIVER RECOMMENDATION

COMPANY: MXI Environmental Services LLC

ADDRESS:26319 Old Trail Road Abingdon VA 2410

TELEPHONE NUMBER: (276) 628-6636 BID NO.: 214063-002

1. Vendor has made a good faith effort to subcontract on this bid for which minority/women's business enterprises bids could be solicited; and

2. The total percentage of the bid which could be subcontracted for which minority business enterprises bids could be solicited is less than 10% for MBEs and/or 2% WBEs.

A waiver as provided for by Erie County Local Law, is hereby requested on the grounds that there are no/insufficient (circle the appropriate term) minority/women's business enterprises in the market area of this bid.

1. Acme Supply
2. EM Sales
3.
4.
5.
6.
7.
8.
9.
10.

(Use additional sheets if necessary.)

If a partial waiver is granted, the Vendor will make a good faith effort to meet the reduced goal.

2/28/2014
DATE

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

Granted in Whole: _____

Granted in Part: _____

Comments:

DIRECTOR OF E.E.O. DATE

(01/09)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/6/2016

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

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

PRODUCER
Hub Transportation (VT)
30 Kimball Ave. Suite 301
South Burlington VT 05403

CONTACT NAME:
PHONE (A/C, No, Ext): 800-322-8782 FAX (A/C, No): 866-612-9930
E-MAIL ADDRESS: TISCertsVT@HUBInternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Admiral Insurance Co.	24856
INSURER B : Starr Indemnity & Liability Co	13853
INSURER C : Lloyd's of London	37559
INSURER D : New Hampshire Insurance Company	23841
INSURER E : State Insurance Fund	
INSURER F :	

INSURED MAUME-1
Maumee Express Inc. &/Or Mxi
Environmental Services, LLC
297 Zimmerman Lane
Langhorne PA 19047

COVERAGES **CERTIFICATE NUMBER:** 536608640 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Environ.Imp. X Cont.Poll/Prof L GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			SISIEIL70156314	5/20/2014	5/20/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EIL/CP/PR	$1,000,000 $50,000 $5,000 $2,000,000 $2,000,000 $2,000,000 $1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS X MCS90 Inc. / X Trk Poll			SISIPCA08262815	5/20/2015	5/20/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			SISIXNV71078514	5/20/2014	5/20/2016	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 100 0001743	5/20/2015	5/20/2016	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C D E	Physical Damage Motor Truck Cargo NY State Disability			NA156064 48260509 DBL294638	5/20/2015 8/31/2015 4/18/2015	5/20/2016 8/31/2016 4/18/2016	5,000 ded. 2,500 DED Statutory Limits	COMP./COLL. 200,000 LIMIT

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

TRAILER INTERCHANGE LIMIT: $40,000
REEFER BREAKDOWN INCLUDED IN CARGO
C.) NON-OWNED TRAILER COVERAGE: $40,000 LIMIT
Certificate holder is Additional Insured in Regards to Auto Liability, General Liability and Excess Libility.

ORIGINAL DOCUMENT ON FILE
APR 19 2016
IN LAW DEPARTMENT

CERTIFICATE HOLDER

COUNTY OF ERIE
95 FRANKLIN ST.
BUFFALO NY 14202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Lisa Schipkens

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STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) **Maumee Express, Inc. &/Or MXI Environmental Services, LLC** **297 Zimmerman Lane** **Langhorne, PA 19047** **Work Location of Insured** ***(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)***	**1b. Business Telephone Number of Insured** **908-693-8647** **1c. NYS Unemployment Insurance Employer Registration Number of Insured** **1d. Federal Employer Identification Number of Insured or Social Security Number** 223441067
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Erie 95 Franklin St. Buffalo NY, 14202 ORIGINAL DOCUMENT ON FILE APR 19 2016 IN LAW DEPARTMENT	**3a. Name of Insurance Carrier** **Federal Insurance Company** **3b. Policy Number of entity listed in box "1a"** **100 0001743** **3c. Policy effective period** **5/20/2015** to **5/20/2016** **3d. The Proprietor, Partners or Executive Officers are** ☒ **included.** **(Only check box if all partners/officers included)** ☐ **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: Paul a Calhoun
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Paul a Calhoun 4/1/2016
(Signature) (Date)

Title: Senior Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: _____

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.*