**COUNTY OF ERIE**
**DIVISION OF PURCHASE**
**MEMORANDUM**

**To:** All Using Departments

**From:** Jamie Kucewicz, Buyer

**Date:** August 13, 2016

**Subject:** HVAC SYSTEM MAINTENANCE

**Bid No.:** 216178-002

**Effective Dates:** September 1, 2016 through August 31, 2019

**Vendor:** JOHN W. DANFORTH COMPANY
300 Colvin Woods Parkway
Tonawanda, NY 14150

**Telephone:** (716) 832-1940

**Contact:** Jason Rudich

**Pricing:** per attached document

# COUNTY OF ERIE

MARK C. 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 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: 216178-002

OPENING DATE: AUGUST 15, 2016 TIME: 11:00AM

FOR: HVAC SYSTEM MAINTENANCE

NAME OF BIDDER: John W. Danforth Company

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 "EP" - Equal Pay Certification |
| ____ | 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 |
| X | EXHIBIT "PW" - NYS Prevailing Wage |

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 29th day of August, 20 16

TERMS Net 30 DELIVERY DATE AT DESTINATION 8/29/16

FIRM NAME John W. Danforth Company

ADDRESS 300 Colvin Woods Parkway, Tonawanda, NY

ZIP 14150

AUTHORIZED SIGNATURE

TYPED NAME OF AUTHORIZED SIGNATURE Jason P. Rudich

TITLE Vice President of Estimating TELEPHONE NO. (716) 832-1940

(Rev.1/2000)

# County of Erie

**DIVISION OF PURCHASE**
**BID SPECIFICATIONS**

## BID NO 216178-002

Ship to:
Attention:
Address:

Ship Via:
Date Required at Destination:

| ITEM NO. | QUAN -TITY | UM | CATALOG NO./DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|---|
| | | | Erie County Medical Examiner's Office, 501 Kensington Avenue, Buffalo | | |
| | | | NY 14214, is seeking bids for HVAC maintenance services per attached | | |
| | | | specifications. | | |
| | | | | | |
| | | | There will be a pre-bid walk-through on Tuesday, August 9, 2016 at 9:00am. | | |
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**PLEASE NOTE:** Alternate products and services will be evaluated as per bid instruction #19.

**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** John W. Danforth Company

# 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: August 9, 2016

SUBJECT: **ADDENDUM NO. 2 Erie County Bid #216178-002**
**HVAC System Maintenance**

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

**********

**Bid Opening Date has been changed to August 29, 2016 at 11:00AM.**

**********

# 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: August 15, 2016

SUBJECT: **ADDENDUM NO. 3 Erie County Bid #216178-002**
**HVAC System Maintenance**

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

**********

**Changes to the specifications are highlighted on the attached sheets.**

**********

**Comprehensive Maintenance Contract Specification For**
**Erie County Medical Examiners 501 Kensington Ave. Buffalo N.Y. 14214**
**This will be a 3yr contract effective September 1' 2016 through August 31, 2019**

## ARTICLE I – General Information

**1001** - The Erie County Medical Examiner's Office located at 501 Kensington Ave. Buffalo N.Y. 14214. Requires a **Comprehensive all inclusive Parts and Labor** preventative and maintenance contract for all H.V.A.C. Roof Top Units, Air Handling Units, Humidifier, Exhaust fans, Condensing Unit, Split System, Condensate Receiver, equipment listed in **Attachments.**

**1002** – The services shall be performed under equipment manufacture's specifications to include all **labor, Parts Supplies & Filters** for H.V.A.C. preventative maintenance, Indoor Air Quality Testing, Building Automation Service, Retro Commissioning, Repair and replacement labor for worn, failed components and related parts. This is also to include all labor on manufacturer's parts and components. All labor is to include travel and any related expenses to perform work required.

**1003 - Pre - bid walk through will be scheduled on _____ at 9:00 AM**

**Site contact for Medical Examiner's Office Janinne Blank 961-7525**

**1004** – The County reserves the right to terminate (60 day written notice ) at any time, for any reason, or suspend any part of the services described herein when conditions change, operation of a county facility is reduced or discontinued or other similar circumstances take place. In the event of such termination or suspension, payments for services shall suspend without penalty.

## Article II – Qualification of Bidders

**2001** – The contractor shall have had a qualified service organization for a minimum of fifteen years.

**The contractor or subcontractor** shall provide trained and certified service specialists to perform service regarding the equipment listed in attachment A. The contractor shall provide current documentation of training for service specialists. The contractor must show he has at least 8 service specialists which are universally certified by EPA for refrigerant handling.
**All documentation shall be provided at time of bid.**

**2003** – The contractor shall have a flawless record with the Department of Labor any infractions within the past 10 years, specifically regarding prevailing rate, will disqualify the bidder.

**Article III – Scope of Services**

**3001** – The service specialists shall perform detailed reporting and documentation functions that will allow the contractor to provide the Medical Examiner's Office with a report detailing the time, date, and cause of each critical service or equipment alarm as well as a listing of time, date and result of each time the equipment was serviced. All service shall be signed off by a represenitive of the Medical Examiner's Office.

Contractor to provide 24/7 on call service with 2 Hour response time from time on initial call.

**3002** – Test and Inspection of all components listed in the equipment inventory to insure that the equipment is operating to manufactures specifications.

**3003** - Quality Assurance service to communicate with building manager to ensure that the services provided comply with the level of service outlined in the specification.

**3004** – Indoor Air Quality Testing to minimize air quality issues through proper preventative maintenance, diagnostic test reports to be submitted to building manager. **Delete this section**

**3005** – Preventive maintenance to include but not limited to equipment listed in attachments with administration of a maintenance program with all required labor and maintenance supplies to effectively perform required maintenance per equipment manufactures recommendations. To include lubrication, chemicals, cleaning supplies, paint, filter inspection and replacement.

**3006** – Services to building automation to include Inspection, Testing, Calibrating and Diagnostics of Control Systems to insure control system is operating at Optimal Efficiency.

**3007** – Retro Commissioning Service to identify building performance, establish a protocol for testing the buildings performance to current and future operating conditions. Calibrate building systems and make recommendations for review to optimize building performance. **Delete this section**

**3007** – Preventative Maintenance to include the following:

CLEANING –HVAC RTU Coil Surfaces / Fan impellers and Blades / Electrical Contacts, Burner Orifices, Passages and Nozzles / pilot and Igniter / Belt Drives / Drive Couplings.

CALIBRATION – Safety Controls / Temperature Controls Refrigerant Charge/ Super Heat/ Fan RPM/ Burner Fuel Air Ratio/Gas Pressure/ Set Point of Controls and Limits/

LUBRICATION – Lubricate Motors Fans and Damper bearings / Damper Linkages per manufactures recommendations.

PAINTING – To prevent corrosion on equipment paint on an as needed basis.

FILTERS – Replace filters as listed in Atachment Filters from Autopsy Exhaust Fan will be double bagged /labeled as medical waste after removal and left with owner for disposal in mezzanine.

MSDS – Provide to owner any MSDS sheets for any chemicals used on site.

**3005** – Schedule **of Maintenance**

Spring - Comprehensive Maintenance of Air Handler, RTU'S, Split System, Condensing Unit.

Summer – Comprehensive Maintenance of Air Handler, RTU'S, Split System, Condensing Unit.

Fall – Comprehensive Maintenance of Air Handler, RTU'S, Split System, Condensate Receiver

Winter - Test and Inspect air Handler, RTU'S, Split System. Comprehensive Maintenance of Humidifier.

**3006** – Additional work

Any work not covered under this contract must be quoted and have the Director of the Medical Examiners Office approval prior to start of any work and follow the rate schedule in article IV.

**ARTICLE IV - Service beyond scope of contract to be charged at the following / Rates.**

**4001** – Contractor to provide 24 hour on call service availability with a 2 hour response time from time of initial call.

| | |
|---|---|
| Regular off hour rate Monday – Friday | $128.00 |
| Saturday Rate | $128.00 |
| Sunday Rate | $128.00 |
| Holiday Rate | $149.00 |

**ARTICLE V – Payment Schedule**

**5000** – Payments to be made (3) three times / Yr in arrears upon signed work orders and invoices and sent to: Janinne Blank

**Director, Division of Medical Examiner**
**Erie County Health**
**501 Kensington Ave. Buffalo N.Y. 14214**

**The Yearly Cost for Services**

**For the period September1, 2016 – August 31, 2019**

**September 1, 2016 - August 31, 2017** $20,625.00

**September 1, 2017 - August 31, 2018** $21,140.00

**September 1, 2018 - August 31, 2019** $21,668.00

## Equipment List

| Qty | Type | Size | Manuf. | Model | Location |
|---|---|---|---|---|---|
| 1 | Rooftop | 35 | Octagon | OAS39T08G | Roof |
| 1 | Rooftop | 20 | Octagon | OAS022T06C | Roof |
| 2 | Rooftop | 10 | Carrier | Illegible | Roof - offices |
| 2 | Rooftop | 7.5 | Carrier | Illegible | Roof - offices |
| 1 | Air Handling Unit | 30 | Air Enterprise | Custom | Mezzanine |
| 17 | Exhaust Fans | 1 | Various | Various | Roof |
| 1 | Aircooled Condensing Unit | 10 | Trane | RAUJC40EE | Upper Roof |
| 1 | Steam Humidifiers | NA | DriSteem | STS-100 | Mezzanine |
| 1 | Condensate Receiver | NA | Hoffman | WCD30-30B-MA | Side Mech Room |
| 1 | Split System | 2.5 | Mitzubishi | PUY-N30NHA6 | Roof |

## Filter Service

| Type | Size | Changes | Equipment Identifier |
|---|---|---|---|
| 2" Pleated MERV 8 | Various | 4 | (6) Packaged Rooftop Units |
| 2" Pleated MERV 8 | Various | 4 | (1) Custom Air Handler (Pre Filter) |
| 12" Rigid HE MERV 12 | Various | 1 | (1) Custom Air Handler (Intermediate Filters) |
| 12" Rigid HE MERV 15 | Various | 1 | (1) Custom Air Handler (Final Filter) |

# 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, 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 John W. Danforth Company

ADDRESS OF PRINCIPAL OFFICE STREET 300 Colvin Woods Parkway

CITY Tonawanda

AREA CODE 716 PHONE 832-1940 STATE NY ZIP 14150

Check one: CORPORATION X PARTNERSHIP_____ INDIVIDUAL_____

INCORPORATED UNDER THE LAWS OF THE STATE OF New York

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:

_____ _____

_____ _____

_____ _____

_____ _____

EXHIBIT "A"

# County of Erie

MARK C. 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.

(Rev. 12/01/93)

# COUNTY OF ERIE

**MARK C. 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

EXHIBIT "EP"

**Erie County Equal Pay Certification**

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together " Equal Pay Law"). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law.

Jason P. Rudich, Vice President of Estimating
Signature

**Verification**

STATE OF New York )

COUNTY OF Erie ) SS:

A)

_____, being duly sworn, states he or she is the owner of (or a partner in) _____, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B)

Jason P. Rudich, being duly sworn, states that he or she is the Name of Corporate Officer Vice President, of John W. Danforth Company, Title of Corporate Officer Name of Corporation the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this 29th

Day of August, 2016

Charles G. Kramer
Notary Public State of New York
No. 01KR6310371
Qualified in Erie County
Commission Expires 08/25/2018

EXHIBIT "H"

# County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

## MBE/WBE COMMITMENT

The Erie County Legislature enacted Local Law No. 5 requiring a minority and women-owned business utilization commitment by persons or firms contracting with the County of Erie for supplies, materials, equipment, and insurance.

SECTION 1.

A. The supplier of all purchase contracts involving an expenditure of more than $15,000.00 shall take affirmative action to utilize bona fide minority business enterprises (MBE) and women business enterprises (WBE) on all contracts with the County. Affirmative action shall include, but not limited to:

1. Utilizing a source list of MBEs and WBEs; and

2. Solicitation of bids from MBEs and WBEs; and

3. Providing MBEs and WBEs sufficient time to submit proposals in response to solicitations; and

4. Maintaining records showing utilization of MBEs and/or WBEs specific efforts to identify and utilize these companies; and

5. A goal of awarding at least ten percent (10%) of the total dollar value of the contract to MBEs and at least two percent (2%) of the total dollar value of the contract to WBEs or, for those contracts governed by federal or state regulations with respect to MBE and/or WBE hiring the prevailing percentage set forth therein, whichever is higher, subject to waiver as provided below.

B. All bidders must submit, with a bid, a list of all MBEs and WBEs from whom the supplier has solicited bids, or with whom the supplier has signed a binding contractual agreement, or with whom the contractor is presently negotiating an agreement, for the purpose of meeting the MBE and WBE utilization goals provided in subdivision (A) (5) above. A supplier's bid shall not be considered where the supplier fails to submit a list as provided for herein. A supplier's bid shall not be considered where examination of said list of MBEs and WBEs evidences failure by the supplier to comply with the affirmative action requirements provided herein, except that the County may, upon written request by the supplier, grant a complete or partial waiver of the provisions of subdivision (A) (5) where the availability of MBEs and/or WBEs in the market area of the contract is less than the ten percent (10%) MBE goal and two percent (2%) WBE goal.

C. As evidence of compliance with the goals set forth in subdivision (A) (5) above, the supplier shall submit to the Director or Purchasing, at the bid opening, a schedule for MBE and WBE participation listing the MBEs and WBEs with whom the supplier intends to utilize; specifying the agreed upon price to be paid for such goods and identifying in detail the contract item or items to be supplied by each MBE and WBE. A copy of the participating schedule will be forwarded to the Division of E.E.O. from the Division of Purchasing. Contingent upon a contract award, a letter of intent to enter into a purchase agreement, signed by both the supplier and the MBE and WBE (unless a waiver is requested in one of those categories), indicating the agreed upon price and scope of work, shall be provided.

D. As evidence of compliance with the goals set forth in subdivision (A) (5) above, the supplier shall provide to the County Division of E.E.O., copies of all the subcontracts and/or purchase agreements with the MBEs and WBEs within fifteen (15) days of contract award.

E. For the purpose of this section, the term "minority business enterprise" shall mean a business which performs a commercially useful function, at least fifty-one percent (51%) of which is owned by minority group members or, in the case of a publicly-owned business, at least fifty-one percent (51%) of all stock is owned by minority group members. Such ownership shall be certified by the County Division of E.E.O.

For the purposes of this paragraph, "minority group members" are citizens of the United States who are African-American, Hispanic, Asian-American and American-Indian.

F. For the purposes of this section, the term "women-owned business enterprise" shall mean a business which performs a commercially useful function, at least fifty-one percent (51%) of which is owned by a woman or women or, in the case of publicly-owned business, at least fifty-one percent (51%) of all stock is owned by a woman or women. Such ownership shall be certified by the County Division of E.E.O.

NOTE:

It is the prime vendor's responsibility to obtain MBE/WBE vendors and NOT the County of Erie. However, some vendors may be obtained from:

Director
Erie County Division of E.E.O.
95 Franklin Street
6TH Floor
Buffalo, NY 14202
(716) 858-7542

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

BID NO.: 216178-002
BID DATE: 8/29/16

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

COMPANY: John W. Danforth Company
AUTHORIZED REPRESENTATIVE: Jason P. Rudich, Vice President of Estimating
ADDRESS: 300 Colvin Woods Parkway, Tonawanda, NY 14150
TELEPHONE NUMBER: (716) 832-1940
BID NAME: HVAC System Maintenance

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. M/WBE's are contacted primarily by phone & email.
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: OCM Construction, Inc.<br>Address: PO Box 2285<br>Blasdell, NY 14219<br>Telephone No. (716) 826-3566<br>IRS # 26-1119143 | MBE | | | YES ____<br>NO ____ | |
| Name: Rand & Jones<br>Address: 18 Tracy Street<br>Buffalo, NY 14201<br>Telephone No. (716) 626-1080<br>IRS # 16-1245609 | WBE | | | YES ____<br>NO ____ | |

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

III. Total Dollar Amount to be subcontracted to
Minority Business Enterprise(s). $6,343.30
Women Business Enterprise(s). $1,268.66

IV. Total Amount of Bid $63,433.00

V. MBE Percent (%) of project bid 10%
WBE Percent (%) of project bid 2%

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

Jason P. Rudich, Vice President of Estimating 8/29/16
SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE

(01/09)

## MBE/WBE UTILIZATION REPORT - PART B

# FINAL CERTIFICATION OF EXPENDITURES TO MBEs/WBEs

(To be completed by the prime vendor and submitted to the
Erie County Division of E.E.O. when contract is complete)

Erie County reserves the right to require documentation, including, but not limited to, cancelled checks to verify these amounts.

VENDOR: _____ BID NO. _____

| MBE | TOTAL AMOUNT EXPENDED |
|---|---|
| | |
| WBE | |
| | |
| | |

TOTAL OF ALL MBE SUBCONTRACTS $_____

TOTAL OF ALL WOMEN SUBCONTRACTS $_____

AMOUNT OF CONTRACT (PRIME) $_____

FINAL MBE PERCENTAGE $_____

FINAL WBE PERCENTAGE $_____

I _____, as an official representative of _____, do hereby certify that the information listed above is correct and complete.

SIGNATURE TITLE DATE

MAIL TO: Erie County Division of E.E.O.
95 Franklin Street
6th Floor
Buffalo, NY 14202

(01/09)

## WAIVER RECOMMENDATION

COMPANY: _x_____

ADDRESS:_x_____

TELEPHONE NUMBER: ( _____ ) _____ BID NO.: _____

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. _____ 6. _____

2. _____ 7. _____

3. _____ 8. _____

4. _____ 9. _____

5. _____ 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.

_x_____ x_____

DATE SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

Granted in Whole: _____

Granted in Part: _____

Comments:

_____

_____

_____

DIRECTOR OF E.E.O. DATE

(01/09)