COUNTY OF ERIE
DIVISION OF PURCHASE
MEMORANDUM

To: All Using Departments

From: Jamie Kucewicz, Buyer

Date: March 1 , 2016

Subject: SEWER SLUDGE DISPOSAL

Bid No.: 214052-002

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

Vendor #: 101225

Vendor: ALLIED WASTE SERVICES OF NORTH AMERICA
2321 Kenmore Avenue
Kenmore, NY 14217
Contact: David Grenier

Telephone: 716-614-3333

Pricing: per attached document

COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

VALLIE M. FERRARACCIO
DIRECTOR

January 12, 2016

Allied Waste Services of North America, LLC
2321 Kenmore Avenue
Kenmore, NY 14217
Attn: David Grenier

Re: Bid #214052-002 – "Sewer Sludge Disposal"

Dear Mr. Grenier:

The County of Erie wishes to extend this agreement for an additional year, through January 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.

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

Company Name: _____

Representative (Please print): David Grenier Title: Division Manager

Signature: David Grenier Date: 01-21-2016

Sincerely,

James D. Kucewicz
Buyer

Vallie M. Ferraraccio
Director of Purchase

3/1/2016
DATE

EXHIBIT "F"

County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

STANDARD AGREEMENT

This AGREEMENT, made as of the 29th DAY OF JANUARY, 2014

by and between ALLIED WASTE SERVICES OF NORTH AMERICA, LLC

of 2321 KENMORE AVENUE, KENMORE, NY 14217

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 JANUARY 17, 2014 at 2:00 PM

for: SEWER SLUDGE DISPOSAL.

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

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. 214052-002, 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 3/7/2014

CONTRACTOR: ALLIED WASTE SERVICES OF NORTH AMERICA, LLC

by _____

Title General Mgr.

Date 02-06-2014

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 14202-3967

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

BID NUMBER: 214052-002

OPENING DATE: January 14, 2014 TIME: 2:00 PM

FOR: Sewer Sludge Disposal

NAME OF BIDDER: Allied Waste Services
2321 Kenmore Avenue
Kenmore, NY 14217

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

COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

VALLIE M. FERRARACCIO
DIRECTOR

TO:	ALL BIDDERS
FROM:	James D. Kucewicz, Buyer Erie County Division of Purchase
DATE:	December 30, 2013
SUBJECT:	**ADDENDUM NO. 1 Erie County Bid #214052-002** **Sewer Sludge Disposal**

****

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

BID OPENING DATE HAS BEEN CHANGED TO

JANUARY 17, 2014 AT 2:00PM

****

received
Jack Manley

RATH BUILDING • 95 FRANKLIN STREET • BUFFALO, N.Y. • 14202 • OFFICE: (716) 858-6395 • FAX: (716) 858-6465 •
WWW.ERIE.GOV

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 7th day of January, 20 14

TERMS Net 30 days DELIVERY DATE AT DESTINATION Upon NYSDEC approval of waste streams

FIRM NAME Allied Waste Services of North America, LLC - A Republic Services Company

ADDRESS 2321 Kenmore Avenue

Kenmore, New York ZIP 14217

AUTHORIZED SIGNATURE David Grenier

TYPED NAME OF AUTHORIZED SIGNATURE David Grenier

TITLE Division Manager TELEPHONE NO. 716-614-3333

County of Erie
DIVISION OF PURCHASE
BID SPECIFICATIONS

BID NO. 214052-002

Ship to: COUNTY OF ERIE
Attention: Sewer Districts
Address: Various Locations

Ship Via: Best Way
Date Required At Destination: As Needed

ITEM NO.	QUAN -TITY	U/M	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Disposal of Sewer Sludge for the period of February 1, 2014	**	
			through January 31, 2015.		
			** See Attached Pricing Page		
			The County will only pay for the actual number of tons		
			disposed. Payment will be made in arrears based on		
			monthly invoice. Estimated disposal to be around 5150 tons		
			per year.		
			Please submit pricing on "PROPOSAL PAGE" of document.		

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 Allied Waste Services of North America, LLC - A Republic Services Company

SPECIFICATIONS

FOR THE TRANSPORTING AND/OR

DISPOSAL OF STABILIZED SEWAGE SLUDGE, GRIT, SCREENINGS
ERIE COUNTY SEWER DISTRICTS

PROPOSAL SPECIFICATIONS:

Proposals will be accepted for the transporting and/or disposal of sewage sludge, contaminated spoil material, scum, and grit from the County Sewage Treatment Plants as follows:

1) Erie County Sewer District No. 2
Big Sister Creek Sewage Treatment Plant
8443 Lakeshore Rd
Angola, New York 14006
Facility Contacts: P. Breier, Sewer District Manager
C. Horne, Chief WWTP Operator
Tel: 549-3161 Fax: 549-6765

2) Erie County Sewer District No. 3
Holland Wastewater Treatment Plant
457 North Main Street
Holland, New York 14080
Facility Contact: P. Hall, Senior WWTP Operator
Tel: 537-9049 Fax: 823-1635

3) Erie County Sewer District No. 6
Lackawanna Sewage Treatment Plant
260 Lehigh Street
Lackawanna, New York 14218
Facility Contacts: S. Canestrari, Sewer District Manager
M. Walker, Chief WWTP Operator
Tel: 823-5800 Fax: 823-1327

4) Erie County Sewer District No. 3
Blasdell Wastewater Treatment Plant
3595 Jeffrey Blvd
Blasdell, New York 14219
Facility Contacts: K. Kaminski, Ass't. Chf. Trt. Plt. Supervisor
D. Boss, Chief WWTP Operator
Tel: 823-8188 Fax: 823-1635

5) Erie County Sewer District No. 3
East Aurora Plant
201 Mill St
East Aurora NY 14052
Facility Contact: Kevin Hesse

Tel: 652-6132

Bidders are to note that separate proposals are being requested at this time:

Proposal "A" requests a price per ton to supply containers, pickup, transport, and disposal of the sludge and grit generated at each of the treatment facilities.

Proposal "B" requests a price per ton only to dispose of the sludge and grit generated by the treatment facilities. All hauling under Proposal "B" will be done by the District staff and equipment. Consideration will be given to the distances required for hauling by the County vehicles.

The County reserves the right to select any combination of proposals "A" and "B" which it deems in its best interests.

Disposal of the sludge is subject to approval by Erie County. The Bidder shall specify the method of processing, if any, and disposal to be used.

Proposal "A" - Pickup, transport, and disposal of sludge by Bidder.

The Bidder shall specify the minimum and/or maximum amount of sludge which can be accepted for disposal and the method and times of pickup allowed. Where two or more disposal sites are specified by the Bidder, individual prices for each disposal site may be offered. All bids will be on a per ton (2000 lbs.) basis.

Containers for the pickup of sludge shall be 20 cubic yard roll-off type containers. A different type or size may be used only with the permission of the County Staff. Delivery of container(s) and/or pickup of filled containers must be made within forty-eight hours of notification by County employees (holidays and weekends excluded). All containers must be provided with the appropriate covers to keep all rain water and snow out of the containers. Inability of the Bidder to provide the proper service within the time periods specified may result in immediate cancellation of the contract.

Proposal "B" - Disposal only of sludge. Transporting provided by the County work force.

The Bidder shall specify the days and hours of operation of the landfill, and the exact site location.

ERIE COUNTY SEWER DISTRICT NO. 2: BIG SISTER CREEK SEWAGE TREATMENT PLANT

Estimated quantity of sludge/contaminated spoil material/scum/grit to be disposed of: 2500 tons per year (including entrained water).

The sludge consists of sanitary waste residuals from the Big Sister Creek Sewage Treatment Plant. Sludge generated B.S.T.P. is stabilized through aerobic digestion and dewatered via uncovered drying beds and a plate and frame filter press. When the sludge is sufficiently dewatered, it is imperative to remove the sludge and dispose of it as quickly as possible. This will require daily removal. The County reserves the right to dispose of any sludge through other means as allowed by the NYSDEC.

ERIE COUNTY SEWER DISTRICT NO. 3: BLASDELL WASTEWATER TREATMENT PLANT

Estimated quantity of sludge/contaminated spoil/scum/grit to be disposed of: 200 tons per year (including entrained water).

The sludge consists of sanitary waste residuals from the Blasdell Wastewater Treatment Plant. This sludge is stabilized through an anaerobic digestion process and is dewatered via drying beds.

ERIE COUNTY SEWER DISTRICT NO. 3: HOLLAND WASTEWATER TREATMENT PLANT

Estimated quantity of sludge/contaminated spoil/scum/grit to be disposed of: 50 tons per year (including entrained water).

The sludge consists of sanitary waste residuals from the Holland Wastewater Treatment Plant. This sludge is stabilized through an aerobic digestion process and is dewatered via covered drying beds.

ERIE COUNTY SEWER DISTRICT NO. 6: LACKAWANNA SEWAGE TREATMENT PLANT

Estimated quantity of sludge/contaminated spoil/scum/grit to be disposed of: 1500 tons per year (including entrained water).

The sludge consists of sanitary waste residuals from the Lackawanna Sewage Treatment Plant. This sludge is stabilized through an anaerobic digestion process and dewatered via a plate and frame filter press. Grit and screening is also removed separately at the Willmuth pump station and is washed prior to being disposed.

The County reserves the right to dispose of all sludge in excess of the estimated quantities in any manner deemed fit by the County, not withstanding any offer to dispose of more than the estimated quantity under this proposal.

ERIE COUNTY SEWER DISTRICT NO. 8: EAST AURORA TREATMENT PLANT

East Aurora Treatment Plant – 201 Mill Street – East Aurora
Estimated quantity of sludge/contaminated spoil/scum/grit to be disposed of: approximately 900 tons per year (including entrained water).

The sludge consists of sanitary waste residuals from the East Aurora Treatment Plant. The sludge is stabilized through an aerobic digestion process and is dewatered via covered crying beds. A 20 yard water tight low profile dumpster is provided by the vendor with another designated with the vendor for reloading.

GENERAL NOTES REGARDING THESE SPECIFICATIONS:

Regarding the material to be disposed of:

1) All sludge generated will be stabilized by a process approved by the NYSDEC.
2) All sludge will be dewatered to a MINIMUM of 20% + solid content.
3) All sludge has been tested for the E.P. Toxicity and have been determined to be nonhazardous (results available upon written request).
4) All sludge may contain small quantities of grit, screenings and scum mixed in with the sludge.
5) Contaminated spoil is soil like material taken from an excavation site that has been contaminated with sewage.

All bids shall specify the maximum wet tons to be accepted under the bid, and the minimum quantity under Proposal "A", if applicable.

The County will select the most favorable combination of sludge treatment and disposal methods to achieve the lowest overall costs for disposal of sewage sludge, therefore, the amount of sludge allocated for any bid may vary from the maximum stated in the bid. The County reserves the right to limit the amount of sludge.

The Bidder may not refuse the acceptance of sludge under this bid except on an order or directive of a state or federal agency.

Any bid submitted shall be considered an offer good for the entire contract period.

The successful bidder or bidders will be expected to obtain all necessary permits needed to transport and dispose of the sludge as required by the appropriate agencies. All permits must be obtained immediately upon the award of the bid.

The successful bidder or bidders will be required to sign a New York State Department of Environmental Conservation form 47-19-1 (statement of owners or operators of disposal areas or receiving areas), if receiving delivered sludge.

There shall be no filing fees for processing permits and/or applications. All such fees shall be the responsibility of the successful Bidder.

The County reserves the right to reject any and all bids. The County further reserves the right, without penalty, to limit the amount of sludge actually made available to any bidder, not withstanding any award or allocation made.

Any variation from these specifications or additional requirements of the Bidder must be made in writing and clearly noted and attached to the bid.

All bidders are to clearly mark their bids "Proposal A – Transport and Disposal of Sludge", and/or "Proposal B – Disposal of Sludge Only".

For questions regarding any facilities, the contact person is:

Glenn H. Absolom Jr.
Chief Treatment Plant Supervisor
S-3690 Lakeshore Rd
Buffalo, NY 14219
Tel: (716) 823-8188
Fax: (716) 823-1635
Email: absolomg@erie.gov

PROPOSAL PAGE

Proposal "A"

1. Erie County Sewer District No. 2 / Big Sister Creek Sewage Treatment Plant

Pick up and dispose of sludge

$ $70.00 /ton.

2. Erie County Sewer District No. 3 / Holland Wastewater Treatment Plant

Pick up and dispose of sludge

$ $70.00 /ton.

3. Erie County Sewer District No. 6 / Lackawanna Sewage Treatment Plant

Pick up and dispose of sludge

$ $57.79 /ton.

Pick up and dispose of grit and screenings from Willmuth pump station

$ $57.79 /ton.

Applicable weekly or daily rental charge for container: $ 25.00 / week

4. Erie County Sewer District No. 3 / Blasdell Treatment Plant

Pick up and dispose of sludge

$ $57.79 /ton.

5. Erie County Sewer District No. 3 / East Aurora Treatment Plant

Pick up and dispose of sludge

$ $67.87 /ton.

Proposal "B"

Receipt and disposal of sludge at Allied Waste Niagara Falls Landfill, LLC - ARepublic Services Company

LOCATION

5600 Niagara Falls Boulevard, Niagara Falls, NY 14304

$ $29.00 /ton. (Twenty-Nine 00/100)

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 Allied Waste Services of North America, LLC - A Republic Services Company

ADDRESS OF PRINCIPAL OFFICE STREET 18500 North Allied Way

CITY Phoenix

AREA CODE 480 PHONE 627-2700 STATE Arizona ZIP 85054

Check one: CORPORATION X PARTNERSHIP____ INDIVIDUAL____

INCORPORATED UNDER THE LAWS OF THE STATE OF Delaware

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

YES ____ NO ____

TRADE NAMES: Allied Waste Services of North America, LLC - A Republic Services Company

ADDRESS OF LOCAL OFFICE STREET 2321 Kenmore Avenue

CITY Kenmore,

AREA CODE 716 PHONE 614-3333 STATE New York ZIP 14217

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)

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

EXHIBIT "B"

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