



**COUNTY OF ERIE
DIVISION OF PURCHASE
MEMORANDUM**

To: All Using Departments

From: Jamie Kucewicz, Buyer

Date: November 16, 2020

Subject: ELECTRONIC WASTE RECYCLING (MUNICIPAL DROP-OFF & EVENTS)

Bid No.: 218354-002

Effective Dates: Extended through December 31, 2022

Vendor #: 121719

Vendor: SUNNKING, INC.
4 Owens Road
Broclport, NY 14420
Lewiston, NY 14092

Telephone: 585-391-1510

FAX: 716-685-7008

Pricing: per attached document



COUNTY OF ERIE
MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE
VALLIE M. FERRARACCIO
DIRECTOR

October 27, 2020

Sunking, Inc.
4 Owens Road
Brockport, NY 14420
Attn: Cindy Jessop

Re: Bid #218354-002 – “Electronic Waste Recycling (Municipal Drop-offs & Events)”

Dear Ms. Jessop:

The County of Erie wishes to extend this agreement for an additional contract period, through December 31, 2022, under the same prices, terms and conditions as the original agreement.

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

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: Sunking, Inc.

Representative (Please print): Philip Bone Title: Director of Sales

Signature: [Signature] Date: 10.27.2020

Sincerely,

James D. Kucewicz
Buyer

[Signature]
Vallie M. Ferraraccio
Director of Purchase
10/30/2020
DATE



County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

STANDARD AGREEMENT

This AGREEMENT, made as of the 21ST DAY OF DECEMBER, 2018

by and between SUNNKING, INC.

of 4 OWENS ROAD, BROCKPORT, NY 14420

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 DECEMBER 21, 2018 at 11:00AM

for: ELECTRONIC WASTE RECYCLING (MUNICIPAL DROP-OFFS & EVENTS)

WHEREAS, the bid of the Contractor submitted in accordance therewith, comprising various costs and credits, 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. 218354-002, 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.

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

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

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

COUNTY OF ERIE

CONTRACTOR: SUNNKING, INC.

by 
Director of Purchase

by 

Date 2/15/2019

Title Vice President

Date 1/4/19

APPROVED AS TO FORM

Electronically Approved

Assistant County Attorney
County of Erie, New York

Date _____



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 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: 218354-002

OPENING DATE: DECEMBER 21, 2018 TIME: 11:00 AM

FOR: ELECTRONIC WASTE RECYCLING (MUNICIPAL DROP-OFFS & EVENTS)

NAME OF BIDDER: Sunnking, Inc.

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

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

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

(Rev. 1/00)

County of Erie
DIVISION OF PURCHASE
NON-COLLUSIVE BIDDING CERTIFICATION

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

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

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

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

NOTICE

(Penal Law, Section 210.45)

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

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this 18th day of December, 20 18

TERMS Net 30 DELIVERY DATE AT DESTINATION _____

FIRM NAME Sunnking, Inc.

ADDRESS 4 Owens Rd.

Brockport, NY ZIP 14420

AUTHORIZED SIGNATURE _____

TYPED NAME OF AUTHORIZED SIGNATURE _____

TITLE Vice President TELEPHONE NO. (585)637-8365

(Rev. 1/2000)
ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

County of Erie

DIVISION OF PURCHASE

Bid Specifications
 BID NO. 218354-002

ITEM NO.	QUAN -TITY	U/M	CATALOGNO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Please provide pricing for the pick-up, manifesting,		
			and recycling of electronic waste for:		
			a. Municipally run residential drop off site programs		
			b. Single day collection events for residential waste		
			c. County sponsored collection events for schools and		
			small businesses.		
			as per the attached specifications.		
			Term of contract is January 1, 2019 through December 31, 2020		
			For questions in regard to the bid specifications, please		
			Paul Kranz at (716) 858-7897.		
			PLEASE SUBMIT PRICING IN		
			"C. SECTION 3 – PROPOSAL FOR E-WASTE RECYCLING"		

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 #: 716/858-6395

NAME OF BIDDER
Sunnking, Inc.

(Rev. 9/95)

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

INVITATION TO BID - ELECTRONIC WASTE RECYCLING

ISSUING PARTY

ERIE COUNTY, NEW YORK

TECHNICAL CONTACT:

PAUL B. KRANZ, P.E. ASSOCIATE ENGINEER
ERIE COUNTY DEPARTMENT OF ENVIRONMENT AND PLANNING DIVISION
OF ENVIRONMENTAL COMPLIANCE
95 FRANKLIN STREET, ROOM 1074
BUFFALO, NEW YORK 14202
PHONE (716) 858-7897 FAX (716) 858-7713
KRANZP@ERIE.GOV

A. SECTION 1 - GENERAL

A.1. INTRODUCTION

It is the intent of Erie County (County) to enter into a contractual agreement with a qualified vendor (Vendor) who will provide services for the pick-up, manifesting, transporting and recycling of electronic waste (e-waste). This service will be provided in accordance with the terms and conditions (listed below) and in compliance with all laws, rules and regulations pertaining to handling, transport, and recycling of electronic waste. The services may be required for recycling of e-wastes generated by:

- a) Municipally run residential drop off site programs;
 - b) Single day collections events for residential Electronic Waste
 - c) County sponsored collection events for schools and small businesses
- a. Municipalities in Erie County generate e-waste as part of residential drop off programs. Typically municipalities designate a drop off point at a town facility for residents to dispose of e-waste. The vendor will be responsible for providing necessary material and services for proper packaging, pick up and recycling of residential e-waste.

In 2017, ten municipalities in Erie County operated an e-waste drop off site for residents to properly dispose of unwanted electronics with a total of 382 tons of CRT and non CRT materials collected.

The peak 2017 municipal collection site is located in the Town of Amherst. Collection amounts were approximately:

- 44,941 pounds of CRT e-waste
- 45,000 pounds of mixed non-CRT e-waste
- 5485 pounds non CRT TVs
- Miscellaneous Freon containing devices, batteries and lamps

In addition, one single day e-waste collection events was held that year.

b. The County supports e-waste collections to provide residents the opportunity to properly dispose and recycle unwanted electronic devices. The collections are typically held on Saturdays from 9 a.m. to 1 p.m. The number of events held each year is dependent upon budget allocations and is not set.

c. The County provides low cost disposal opportunities to small businesses, school districts and municipalities under its Conditionally Exempt Small Quantity Generator (CESQG) Program. A central location is designated for CESQG participants to bring their waste materials for proper disposal. The events, held on Fridays, would include e-waste as an option to be collected and recycled by the vendor under this bid.

The response for this bid must include costs for:

1. - a. municipally run residential e-waste at drop off sites
2. - b & c. Collection events

Any exceptions must be noted in the bid submittal.

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

A.2. QUALIFICATIONS OF PROSPECTIVE BIDDERS

The vendor must have the facilities, equipment, financial resources and organization to perform the type, magnitude, and quality of work specified herein. The vendor must submit, as part of the response to this bid request, a copy of all permits and licenses required to complete the work described.

All respondents are required to submit a detailed listing of any and all facilities where the storage, disassembly, processing and recycling of the electronic devices takes place, including an address and capacity for processing. Additionally, the respondent should describe the recycling process utilized to: identify suitable items for reuse, reclaim the components of the electronic devices, ensure security of user data, and provide a listing of a) current end users/markets for these devices and/or their raw components, and b) their domestic and/or international locations.

If at any time during the term of contract the vendor's permits, licenses and letters of approvals issued by government agencies to perform the necessary services as described herein expire (and are not renewed), are canceled, or suspended, the vendor is responsible for immediately notifying the Erie County Department of Environment and Planning (716-858-7897) and the Erie County Division of Purchase (716-858-6395).

The vendor shall provide a listing of at least three e-waste collection and recycling projects and programs of similar size and scope completed in the last three years. The list must contain the names and numbers of contact individuals responsible for the events listed as references.

The response to this bid request must include a list of:

- storage/treatment/transfer/recycling/transportation and disposal facilities which may be utilized throughout the course of this contract
- subcontractors who will be, or may be, utilized in the performance of services contact information for each facility and subcontractor and copies of permits and/or licenses as applicable.

A description of the services to be provided by the contractor, including a **detailed** plan for the processing/disposition of all material collected, including:

- The recycling/reuse methods to be employed for all materials (i.e.: demanufacturing, resale of whole units, material recovery and processing, etc.).
- The expected reuse, recycling and recovery goals (percentages) for various electronic components.
- Whether materials will be exported outside the United States, and, if so, where.

Vendor must submit proof of a contractual arrangement between themselves and a manufacturer organization or a collective that ensures continued service throughout the term of the contract with no interruptions.

A list of all acceptable and unacceptable electronic equipment.

A **detailed** description of the process used for data security (data destruction), for systems that are dismantled or resold for reuse/recycling.

A compliance history, including a list of all criminal or civil convictions or judgments, or enforcement actions and how they were, or are being addressed for calendar years 2016, 2017 and 2018 to date. A company history, including years in business, description of processing facility, website address, number of total company employees, and the names and qualifications of key personnel who will be working on the project.

B. SECTION 2 - TECHNICAL REQUIREMENTS

B.1. GENERAL REQUIREMENTS

This is a full service contract. For the purposes of this contract, full service shall mean that the vendor's bid price includes, but is not necessarily limited to: all labor, all parts, material and equipment cost; all administrative, reporting or other requirements, all overhead costs and profit. It shall also include all travel costs, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc.

The vendor must meet all requirements of the New York State Electronic Equipment Recycling and Reuse Act (Article 27, Title 26 of the ECI.) and provide New York State Department of Environmental Conservation (NYSDEC) C7 Compliance Notification with the bid submittal.

The vendor shall provide a primary contact representative responsible for expediting the services provided by the contract and to serve as a liaison to the County. For collection events (b & c), the vendor shall provide an on-site supervisor experienced and trained in the site management of e-waste collection events, who shall direct the onsite operations of the vendor.

Copies of the Certificate of Recycling, Certificate of Destruction, Manifests and/or Chain of Custody for all materials handled under this contract must be submitted with the invoice. The vendor is to strive to achieve a zero landfill objective and provide a copy of the company policy concerning the export of unprocessed CRT's and electronics outside of North America. The vendor shall provide a listing of the recycling/disposal method to be employed for all items quoted.

Pick-up of e-waste will be made in a safe and acceptable manner. Vendor must provide all personnel protective equipment (PPE) including, but not limited to, safety glasses, tyvek suits and gloves.

Details of service not explicitly stated in these specifications, but necessarily attendant thereto, are deemed to be understood by the vendor and included herein.

B.2. Scope of Work

The Vendor is to provide the following:

B2.a Pickup and Recycling of Residential e-waste generated from Municipal drop off sites

The vendor must provide participating municipalities with proper shipping containers. Acceptable containers include, but are not limited to, gaylord boxes, roll-off containers, cardboard drums or trailers. All e-waste collected becomes the property of the vendor.

The site for the collection of e-waste from residents will be selected by the municipality and as agreed to by the vendor. The vendor is to provide pickup of recycled material upon one week notice by the municipality. Pickup is to be during regularly scheduled business hours. Loading of surrendered residential e-waste for shipment shall be completed by vendor personnel.

B2.b&c Collection and Recycling of e-waste including Residential and Commercial collection events

- The vendor must collect and provide processing of e-waste generated at residential and commercial e-waste drop off sites and collection events. Erie County requires the vendor to manage and support single day electronic waste collections events to provide residents, municipalities, school districts and small businesses the opportunity to properly dispose of unwanted electronic devices.
- The vendor is to provide all site staff, equipment and supplies needed for Electronic Waste Collection events. The vendor is to be notified of a planned e-waste event at least one month in advance. Location of the event will be made known to the vendor at time of event notification.
- At least six tables (8' x 3'), sufficient pallets, or equivalent, for the placement of surrendered e-waste from residents along with any tents, ground covering plastic, shrink wrap, tape, etc. necessary for the set up of receiving, bulking and packaging areas.
- Vehicles necessary for the safe and efficient transport of e-waste collected.
- The vendor will arrive on-site at least one hour prior to the start of the collection on the day of the event and is to remain on site until all materials have been package and loaded for shipment and the site has been cleaned to the satisfaction of the County representative responsible for the event.
- The vendor will have employees on site to unload e-waste materials from vehicles in addition to staffing required to take e-waste from loading tables to stack, place in contractor's containers and load e-waste into contractor's trucks.
- The vendor will be ready to accept items by 9:00 am and not leave until all electronic items and Contractors equipment have been removed. The contractor must give the County one-week notice if they need to position trucks at the site on the Friday before event and/or have the trucks removed on the Monday following the event.
- The vendor is to provide all labor and vehicles necessary to transport the e-waste to the designated processing facility.

Documentation:

Complete and accurate records showing the total weight and an itemized listing of materials collected for processing from the collections within 30 days after residential drop off site pickup and collection event. Vendor will provide certificates of recycling for all loads collected. Certificates of recycling shall include the name of the vendor, date when load was processed, an itemized listing of materials processed, and the signature of an authorized representative of the vendor. The vendor will provide a "Certificate of Destruction" for hard drives collected.

Transportation:

Vendor will comply with regulations of the United States Department of Transportation as specified in CFR Title 49 and regulations for transporting waste as promulgated by the EPA, DEC, and any other State, municipal and/or Federal Agency having or obtaining jurisdiction of the waste. Transport vehicles used in the transportation of e-waste will be adequate and suitable for handling and transporting standard packaging & pallets as required by NYSDOT.

Certification:

Vendor will provide to customer certification verifying that all e-waste has been recycled in accordance with all rules, regulations, permits and licenses as further specified herein. Certification will be in writing and will include but not be limited to the following information:

- Originating customer name and address
- Date and location of processing
- Description of process (i.e. component separation, reclamation, etc.)
- Reference number from manifest accompanying original waste

Inspection:

Erie County reserves the right to inspect vendor's facilities to review facility records and documents pertinent to the vendor's operations.

This documentation will include, but will not be limited to permits/approvals, manifests, schedules of pick-ups, storage logs, lab tests, analysis reports, and certificates of recycle/disposal.

Erie County reserves its inspection rights prior to the contract award and lasting for the full term of the awarded contract.

Statement (billing):

The contractor shall submit to Erie County no more than one statement for services rendered under the contract per drop off site pickup or collection event. The statement shall detail all services as specified in Section 3 and must indicate all unit costs/reimbursement and number of units collected. The statement must be submitted no later than 30 days subsequent to the pickup date. A sample statement is required to be submitted with bid proposals.

A. SECTION 3 - PROPOSAL FOR E-WASTE RECYCLING

Any and all costs/reimbursements for collection, transportation, processing, and record keeping services will be accounted on a per pound basis. The bidder will submit an "Event Mobilization Fee" if applicable for events (b&c) which will act as a minimum charge to which the per pound costs, or credits, are to be applied. Event Mobilization Fee must include all cost for personnel, materials, equipment, supplies, fees and other expenses required to perform the services specified above. No additional charges, other than per pound costs of collected materials, will be approved for payment. For each type of waste listed below, please complete all boxes in the table. Provide a cost per pound (or credit per pound, if applicable) for disposal/recycling. If no charge will be required for any of the wastes listed, N/C should be entered into the appropriate box. Payment for items not specifically listed or included in the bid under Special Terms and Conditions will not be accepted.

	A.1.a	A.1.a	A.1.b&c	A.1.b&c
Waste Type	Cost Per Pound	Credit Per Pound	Cost Per Pound	Credit Per Pound
CRT e-waste	\$.10/lb.	\$0.00/lb.	\$0.10/lb.	\$0.00/lb.
Mixed non-CRT e-waste	\$0.00/lb.	\$0.00/lb.	\$0.00/lb.	\$0.00/lb.
Bare/Broken CRT e-waste	\$0.50/lb.	\$0.00/lb.	\$0.50/lb.	\$0.00/lb.
TV/Monitor - Other (LCD, Plasma, LED)	\$0.05/lb.	\$0.00/lb.	\$0.05/lb.	\$0.00/lb.
ALTERNATIVE BID ITEMS:				
Event Mobilization Fee	N/A	N/A	\$300.00	N/A
Batteries – Alkaline/Alkaline Cadmium	\$1.50/lb.	\$0.00/lb.	\$1.50/lb.	\$0.00/lb.
Batteries – Lithium/Button)	\$7.50/lb.	\$0.00/lb.	\$7.50/lb.	\$0.00/lb.
Freon removal charges*	\$0.40/lb.	\$0.00/lb.	\$0.40/lb.	\$0.00/lb.
*optional bid – does not affect bid award				

Special Terms or Conditions

Pricing is assuming materials collected are "eligible weight" as determined by the NYS Program* below.

**The NYS Electronic Equipment Recycling and Reuse Act, requires manufacturers to provide free and convenient recycling of electronic waste to most consumers in the state. Consumers eligible for free and convenient recycling include individuals, for-profit businesses, corporations with less than 50 full time employees, not-for-profit corporations with less than 75 full time employees, not-for-profit corporations designated under section 501(c)(3) of the internal revenue code, schools, or governmental entities located in NYS. For-profit businesses with 50 or more full time employees and not-for-profit corporations with 75 or more full time employees may be charged.*

For purposes of Award, the low bidder will be determined by the total cost of the following three items:

- 1. 44,941 lbs. x cost/credit of CRT e-waste under A.1.a. \$ 4,494.10
 - 2. 45,000 lbs. x cost/credit of Mixed non-CRT e-waste under A.1.a \$ 0.00
 - 3. 5,485 lbs. x cost/credit non CRT TVs under A.1.a. \$ 274.25
- TOTAL COST** \$ 4,768.35

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

County of Erie

DIVISION OF PURCHASE

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

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

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

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

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

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

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

- (a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Division of Purchase, sufficient detail is not presented as a part of the sealed bid to permit definitive evaluation of any substitute item, the bid will not be considered.
- (b) Descriptive literature of item offered, for evaluation.
- (c) List of installations in Erie County of the item offered.
- (d) List of other installations.

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

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

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

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

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

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

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

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

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

29. TERMINATION OF CONTRACT:

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

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

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

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

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

(Rev 04/09)

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

County of Erie
DIVISION OF PURCHASE

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

FIRM NAME Sunnking, Inc.

ADDRESS OF PRINCIPAL OFFICE STREET 4 Owens Rd.

CITY Brockport, NY

AREA CODE 585 PHONE 637-8365 STATE NY ZIP 14420

Check one: CORPORATION 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:

_____	_____
_____	_____
_____	_____
_____	_____