



**COUNTY OF ERIE  
DIVISION OF PURCHASE  
MEMORANDUM**

**To:** All Using Departments

**From:** Jamie Kucewicz, Buyer

**Date:** November 16, 2020

**Subject:** ELECTRONIC WASTE RECYCLING

**Bid No.:** 220197-002

**Effective Dates:** November 1, 2020 through October 31, 2022

**Vendor:** VARDATA  
1046 University Avenue  
Rochester, NY 14607

**Contact:** Jill Broikos

**Telephone:** 877-326-9192, ext. 114

**Pricing:** per attached document



# County of Erie

MARK C. POLONCARZ  
COUNTY EXECUTIVE

DIVISION OF PURCHASE

## STANDARD AGREEMENT

This AGREEMENT, made as of the 21<sup>st</sup> DAY OF OCTOBER, 2020

by and between VARDATA,

of 1046 UNIVERSITY AVENUE, ROCHESTER, NY 14607

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 OCTOBER 16, 2020 at 11:00AM

for: ELECTRONICS WASTE RECYCLING

WHEREAS, the bid of the Contractor submitted in accordance therewith, comprising various costs and credits, was the lowest responsible bid submitted for the Mechanical Construction portion of the bid; 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. 220197-002, 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

Vardata

by \_\_\_\_\_

Director of Purchase

by \_\_\_\_\_

Title

President

APPROVED AS TO FORM

\_\_\_\_\_  
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: 220197-002

OPENING DATE: October 16, 2020 TIME: 11:00AM

FOR: Electronic Waste Recycling

NAME OF BIDDER: Vardata

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
- EXHIBIT "P" & EXHIBIT "PBI" - Performance Bond
- EXHIBIT "PW" - NYS Prevailing Wage
- EXHIBIT "Q" - Confined Space Program Certification
- EXHIBIT "V" - Vendor Federal Compliance Certification

**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 15<sup>th</sup> day of October, 20 20

TERMS 2 years DELIVERY DATE AT DESTINATION November 1, 2020

FIRM NAME Vardata

ADDRESS 1046 University Ave

Rochester, NY ZIP 14607

AUTHORIZED SIGNATURE \_\_\_\_\_

TYPED NAME OF AUTHORIZED SIGNATURE Jeffrey W. Colca

TITLE President TELEPHONE NO. 585-321-1950

**County of Erie**  
**DIVISION OF PURCHASE**  
**BID NO 220197-002**

ITEM NO.	QUAN-TITY	UM	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Vendor to provide services for pick-up, manifesting, transporting and recycling of Electronic Waste generated by the County per the following specifications.		
			For questions in regard to specifications of the bid, please contact Gary Carrel at (716) 858-4805.		
			Term of the contract is November 1, 2020 through October 31, 2022		

**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 Vardata

## **INVITATION TO BID – ELECTRONIC WASTE RECYCLING**

### **ISSUING PARTY**

ERIE COUNTY, NEW YORK

TECHNICAL CONTACT :

**GARY CARREL**

ERIE COUNTY DEPARTMENT OF ENVIRONMENT AND PLANNING

95 FRANKLIN STREET, ROOM 1079

BUFFALO, NEW YORK 14202

PHONE (716) 858-4805

[GARY.CARREL@ERIE.GOV](mailto:GARY.CARREL@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 (Contractor) who will provide services for the pick-up, manifesting, transporting and recycling of electronic waste (e-waste) generated by the County,

County Departments, Divisions and agencies generate e-waste as part of County operations. Surplus, obsolete, outdated or dysfunctional electronic materials are typically consolidated at a central warehouse for final disposition. The Contractor will be required to pick-up, transport and recycle County generated e-wastes upon notification from the County Purchasing Department.

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

If at any time during the term of contract the bidder'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 bidder 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 Contractor shall provide a list of at least three e-waste recycling clients of similar size and scope serviced in the last three years. The list must contain the names and numbers of responsible contact individuals 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 project. A list of subcontractors who will be, or may be utilized in the performance of services listed under this specification must be provided. The list should include contact information for each facility and subcontractor and copies of permits and/or licenses as applicable.

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

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

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 Contractor 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 Contractor shall provide a listing of the recycling/disposal method to be employed for all items quoted, including method of data destruction for all hard drives and memory cards.

Pick-up of e-waste will be made in a safe and acceptable manner. Contractor must provide all personnel protective equipment (PPE) for employees.

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 Contractor is to provide the following:

#### **Erie County Waste Electronics**

Erie County requires the Contractor to manage End of Life for County-derived electronic waste with specified asset management techniques for magnetic storage media. The asset management techniques must be consistent with U.S. Department of Defense Standard 5220.22-M and environmentally responsible electronic waste recycling. The Contractor will be contacted by an authorized Erie County employee for pickup of electronic waste materials on an as-needed basis. Every effort will be made to consolidate materials to minimize pickup trips.

Complete and accurate records showing the total weight and an itemized listing of materials collected for processing from the County, along with any charges/reimbursement due, within 30 days after pickup. Contractor will provide the County with certificates of recycling for all loads collected. Certificates of recycling shall include the name of the Contractor, date when load was processed, an itemized listing of materials processed, and the signature of an authorized representative of the Contractor. The Contractor will provide the County with a "Certificate of Data Destruction" for hard drives and memory cards collected.



Transportation:

Contractor 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:

Contractor 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 contractor's facilities to review facility records and documents pertinent to the contractor'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.

Invoicing:

The contractor shall submit to Erie County no more than one invoice for services rendered under the contract per pickup. The invoice shall detail all services as specified in Section 3 and must indicate all unit costs and number of units collected. The invoice must be submitted to Erie County for payment no later than 30 days subsequent to the pick-up date. A sample invoice is required to be submitted with bid proposals.

**C. SECTION 3 - COST PROPOSAL FOR E-WASTE RECYCLING**

The costs for pickup, transportation, processing, and record keeping services will be charged on a per unit basis. No additional charges, other than per unit 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 unit (or credit per unit, 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.

Contractor may add itemized listing of any anticipated charges/reimbursement required/recommended for execution of the Scope of Work/Services outlined in this specification the list below

Payment for items not specifically listed or included in the bid under Special Terms and Conditions will not be accepted.

Waste Type	Cost Per Unit	Credit Per Unit
Monitors	N/C	1.50
All in One Monitor/CPU	N/C	1.00
Televisions	N/C	0
Flat Screens	N/C	0
CPU/Servers/Laptops/Mainframes	N/C	16.00
Printers/Fax Machines/Scanners	N/C	1.50
Desktop Copy Machines	N/C	1.50
Telephones/Cell Phones/PDAs	N/C	3.00
Audio/Video Equipment	N/C	1.50
Misc. peripherals - (per pound)	N/C	\$0.15 per lb
Calculators	N/C	1.00
Uninterrupted Power Sources	N/C	3.50
Audio/Video components	N/C	0
Certified Hard Drive Shredding	N/C	0

\*Bid award will be based on the following items and quantities: Monitors (125), All-in-One Monitors (325), Televisions (70), Flat Screens (25), Laptops (85), Other CPU/Servers/Mainframes (1000), Printers/Fax Machines/Scanners (175).

**Special Terms or**

Conditions Monitors less than 19" = \$0 credit  
Broken, damaged CRT glass \$0.75 per lb charge  
Broken, damaged LCD Screens \$0.45 per lb charge  
Anything administratively locked, BIOS locked, managed \$0 charge

**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 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.

(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 Vardata

ADDRESS OF PRINCIPAL OFFICE STREET 1046 University Ave

CITY Rochester

AREA CODE 585 PHONE 321-1950 STATE New York ZIP 14607

Check one: CORPORATION  PARTNERSHIP  INDIVIDUAL

INCORPORATED UNDER THE LAWS OF THE STATE OF NY

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

YES  NO

TRADE NAMES: \_\_\_\_\_

ADDRESS OF LOCAL OFFICE STREET 1046 University Ave

CITY Rochester

AREA CODE 585 PHONE 321-1950 STATE NY ZIP 14607

NAMES AND ADDRESSES OF PARTNERS:

Interco Trading Company 10 Fox Industrial Park Bldg 3

Madison, IL 62060

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_