



**COUNTY OF ERIE
DIVISION OF PURCHASE
MEMORANDUM**

To: All Using Departments

From: Jamie Kucewicz, Buyer

Date: April 9, 2020

Subject: SEWER SLUDGE DISPOSAL

Bid No.: 220026-002

Effective Dates: February 1, 2020 through January 31, 2023

Vendor #: 101225

Vendor: MODERN DISPOSAL SERVICES, INC. (contract purchased from Allied Waste)
P.O. Box 209
Model City, NY 14107
Contact: Joe Hickman

Telephone: 716-405-1204

Pricing: per attached document



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: 220026-002

OPENING DATE: JANUARY 23, 2020 TIME: 11:00 AM

FOR: SEWER SLUDGE DISPOSAL

NAME OF BIDDER: Allied Waste Services of North America, LLC
Alba Republic Services of Buffalo

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 20th day of January, 2020

TERMS Net 45 DELIVERY DATE AT DESTINATION upon request

FIRM NAME Allied Waste Services of North America LLC
d/b/a Republic Services of Buffalo

ADDRESS 2321 Kenmore Ave. Buffalo, New York

ZIP 14207

AUTHORIZED SIGNATURE Jack Manley

TYPED NAME OF AUTHORIZED SIGNATURE Jack Manley

TITLE Sales Manager TELEPHONE NO. (716) 614-3320

(Rev. 1/2000)

County of Erie
DIVISION OF PURCHASE
BID SPECIFICATIONS

BID NO. 220026-002

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

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

ITEM NO	QUANTITY	U/M	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Disposal of Sewer Sludge for the period of		
			February 1, 2020 through January 31 through January 31, 2023.		
			Quantities listed are estimates only and the County will only pay		
			for the actual number of tons disposed.		
			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
dlbla Republic Services of Buffalo

**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 Plant as follows:

- 1) Erie County Sewer District No. 2
Big Sister Creek Treatment Plant
8443 Lake Shore Rd
Angola, NY 14006
Facility Contacts: Jeff Popple/Carl Horne
Tel: 549-3161 Fax: 549-6765

- 2) Erie County Sewer District No. 3
Holland Treatment Plant
457 North Main Street
Holland, NY 14080
Facility Contacts: Roger Lalli
Tel: 537-9049 Fax: 823-1635

- 3) Erie County Sewer District No. 6
Lackawanna Treatment Plant
260 Lehigh Street
Lackawanna, NY 14218
Facility Contacts: Matt Weaver/Roger Lalli
Tel: 823-5888 Fax: 823-1327

- 4) Erie County Sewer District No. 3
East Aurora Treatment Plant
201 Mill St
East Aurora, NY 14052
Facility Contacts: Mark Wiatrowski/Roger Lalli
Tel: 652-6132

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

Proposal "A" request 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. Proposal "B" may be awarded to more than one vendor.

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/scum/grit to be disposed of: 2750 tons per year (including entrained water). The sludge consists of sanitary waster 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 beads 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: 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 was 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 was 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 are 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 matter deemed fit by the County, notwithstanding 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 St – 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 drying 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 Method 1311, Toxicity Characteristic Leaching Procedure, 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 cost 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 off 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 application. 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 to any bidder, notwithstanding 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 "A"

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

Pick up and dispose of sludge

\$ 108.95 /ton.

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

Pick up and dispose of sludge

\$ 108.95 /ton.

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

Pick up and dispose of sludge

\$ 108.95 /ton.

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

Pick up and dispose of sludge

\$ 108.95 /ton.

Proposal "B"

Receipt and disposal of sludge at Allied Waste Niagara Falls landfill, 5600 Niagara Falls Blvd.
LOCATION Niagara Falls, New York

\$ 43.65 /ton

Allied Waste Services of North America, LLC
d/b/a Republic Services of Buffalo

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)

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

ADDRESS OF PRINCIPAL OFFICE STREET 18500 N. Allied Way

CITY Phoenix

AREA CODE 480 PHONE 627-2700 STATE Arizona ZIP 85054

Check one: CORPORATION 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: d/b/a Republic Services of Buffalo

ADDRESS OF LOCAL OFFICE STREET 2321 Kenmore Ave.

CITY Buffalo

AREA CODE 716 PHONE 614-3333 STATE NY ZIP 14207

NAMES AND ADDRESSES OF PARTNERS:

