



**COUNTY OF ERIE
DIVISION OF PURCHASE
MEMORANDUM**

To: All Using Departments

From: Jamie Kucewicz, Buyer

Date: May 6, 2021

Subject: PAPER RECYCLING

Bid No.: 221048-002

Effective Dates: May 1, 2021 through April 30, 2024

Vendor #: 121707

Vendor: CASCADES RECOVERY +
3241 Walden Avenue
Depew, NY 14043

Telephone: 716-681-1560

Contact: Kathy Favata

Pricing: per attached document



County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

STANDARD AGREEMENT

This AGREEMENT, made as of the 30th DAY OF APRIL, 2021

by and between CASCADES RECOVERY +

of 3241 WALDEN AVENUE, DEPEW, NY 14043

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 APRIL 30, 2021

at 11:00AM

for: PAPER RECYCLING

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. 221048-002, 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: CASCADES RECOVERY +

by _____
Director of Purchase

Date _____

by  _____

Title Regional Manager, Supply Development

Date May 3rd, 2021

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: 221048-002

OPENING DATE: APRIL 30, 2021 TIME: 11:00AM

FOR: PAPER RECYCLING

NAME OF BIDDER: Cascades Recovery +, a division of Cascades NY, 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
- ☒ EXHIBIT "V" - Vendor Federal Compliance Certification
- ☒ APPENDIX "E" - Business Associates Agreement

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 26th day of April, 20 21

TERMS _____ DELIVERY DATE AT DESTINATION _____

FIRM NAME Cascades Recovery, a division of Cascades NY Inc.

ADDRESS 3241 Walden Ave.

Depew, NY 14043 ZIP _____

AUTHORIZED SIGNATURE _____

TYPED NAME OF AUTHORIZED SIGNATURE Chris Kelly

TITLE Regional Supply Manager TELEPHONE NO. 820 716-681-1560

County of Erie

DIVISION OF PURCHASE
BID SPECIFICATIONS

BID NO 221048-002

Addresses: Various locations,
see bid specifications.

Ship Via: N/A

Date Required at Destination: AS REQUESTED

ITEM NO.	QUANTITY	UM	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Vendor to perform collection and recycling of waste paper and		
			cardboard at various Erie County locations per the attached		
			specifications.		
			Term of contract is May 1, 2021 through April 30, 2024.		
			<i>Pt POB M March 2021 Buffalo High</i>		
			<i>1st Yellow sheet of the mentin</i>		
			<i>doc #11 \$100</i>		
			<i>Sop #37 \$105</i>		
a			Mixed/Sortd Office Paper - 20%	20%	
b			Shredded Paper 20%	20%	
c			Cardboard 5%	5%	
d			Paper Paper Shredding \$.08/lbs (160/Ton)	(160/Ton)	
			UNABLE TO SERVICE / SERVICE NOT REQUIRED	\$/5	PER SITE
			NO MATERIAL FOR PICK UP OR SITE NOT ACCESSIBLE.		

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 Cascades Recovery +, a Division of Cascades NY Inc.

(Rev. 9/95)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6336

SPECIFICATIONS

A. Purpose

Erie County (the County) requires the services of a qualified paper recycling firm to collect and recycle waste paper and cardboard generated at multiple County office locations. The purpose of the contract is to provide the County offices the means, equipment, and resources to effectively and efficiently recycle waste paper from office operations, to eliminate paper from the regular sanitary waste stream, and to generate revenue from recyclable paper and cardboard waste recovery.

The County intends to contract with a fully-approved and licensed recycling collection firm (herein after referred to as the Contractor), that has all the necessary qualifications, commercial licenses, and approvals to collect and transport recyclables to an appropriate end market. Appropriate end markets do not include incineration or landfills. The Contractor will be responsible for providing and maintaining recycling containers for office paper collection, will provide regular and secure methods for waste paper pickup and transport, will provide data and reports to the County, will provide Certificates of Destruction, will maintain accurate records, will provide an effective method of waste stream measurement, will remit payment for recycle revenues, and will provide technical support to promote program efficiency and effectiveness. There will be no cost incurred by Erie County, other than for shredding of sensitive documentation as defined herein, as a result of implementation of this contract.

B. Project Description

1.0 Locations

The County will require waste paper pickup at multiple government office buildings. Specific locations are listed in "Attachment A", but locations may be added or deleted, as necessary.

2.0 Target Materials

The materials to be collected may include, but are not limited to: office paper, magazines, catalogs, advertisements, newspaper, glossy color inserts, phone books, undeliverable mail, computer paper, boxboard, manila folders, cardboard, ledger paper, newsletters, envelopes, etc. The County may add or delete materials through a modification of this contract.

3.0 Recyclables Generated

The County has historically generated 30 to 50 tons per month of waste paper recyclable materials from the listed office locations. Erie County does not guarantee any specific amount that will be generated on a monthly basis.

C. Scope of Work

1.0 Contact

The contractor is to appoint a primary contact representative responsible for expediting the services provided by this contract and to serve as liaison to the County. The contractor is to provide the name and all pertinent contact information for the primary representative.

2.0 Equipment

The contractor is to provide and maintain all necessary equipment, facilities, labor, and services necessary for collection, transportation and delivery of contracted recyclables. A list of available equipment to be used in the delivery of contracted services (i.e., vehicles) and a description of facilities, including operating locations, is to be provided as part of the response to this bid.

3.0 Containers

The contractor is to provide adequate, newly washed, 90-gallon totes to all collection locations. A sufficient number of totes are to be provided by the contractor to, as a minimum, provide one tote for each floor of each listed building on the attached list. The actual number and location of totes will be determined by mutual agreement between the County and contractor to facilitate the efficient collection of recyclables. The contractor is to maintain cleanliness, appearance, and operability of all totes. The County will require the availability, at no extra charge, of paper-recycling totes that are lockable and tamper free for sensitive or confidential materials. These totes must be provided with the same keyed locks. A sufficient number of keys must be provided to the County for use in case of emergency.

The contractor is to provide a sufficient quantity of plastic recycling bins to be used in office areas on each floor for the purpose of collecting paper to be deposited into the totes.

Approximately three hundred 90-gallon totes and four thousand plastic bins will be needed to meet the needs for the service.

4.0 Pick-up

4.1 Schedule

The contractor is required to pick up recyclables on a regular schedule as determined by mutual agreement between the County and the contractor. At a minimum, the contractor will be required to pick up recyclables at each location weekly. At certain locations, storage restrictions and paper volumes may necessitate more than one pickup per week. Pickups must be scheduled during regular business hours (Monday through Friday, 8am to 3pm). The contractor is to develop and submit, subsequent to award, a schedule of days and times for collection at each location. The contractor will be required to provide pickup service regardless of market conditions or demand for materials.

4.2 Location

The County will place filled totes/cardboard bundles at a mutually agreeable pickup location (i.e., the loading dock or front entrance) at each service site. The contractor must contact the designated County personnel assigned at each building location being serviced at the time of pickup. The contractor will be provided access to freight elevators and loading docks to accommodate removal of recyclables.

4.3 Pickup Receipt

The contractor is to provide the designated County personnel with a receipt at the time of pickup. The receipt must be signed by both the contractor and County designee and must clearly show the number and the weight of each tote picked up. The contractor, as part of the response to this proposal, is to propose a method of weight determination and documentation for payment purposes where on-site weighing is not available.

4.4 Special Pickup

Additional pickups may be required on an infrequent basis due to moving or a special event. The contractor will be notified by the County a minimum of one week in advance when additional or unscheduled pickups are required.

5.0 Records

The contractor is required to keep adequate records of all pickups and materials collected during the duration of this contract. The records must be available for review by the County upon request.

5.1 Reports

The contractor is required to provide reports to the County on a quarterly basis showing date, time, location of pickups, quantity of materials, and payments for recycled materials. In addition, the reports are to identify any problems incurred in the collection of recyclables or information regarding rejected/contaminated materials. The reports are to be sent to Vallie Ferraraccio, Director of Purchase, 95 Franklin Street, Room 1254, Buffalo, NY 14202.

6.0 Confidentiality

The contractor must ensure that all reasonable care is given to the security and confidential nature of paper generated by the County by not allowing scrutiny of said paper prior to recycling. The contractor is required to make every effort to ensure the paper submitted for recycling is not made public or released into the environment, in whole or in part, as a result of mishandling or non-containment of recycled materials. The contractor shall not use, allow access to, or offer for resale any papers, file record material, or any other form of records contained in the material. The contractor must provide, as part of the quarterly reports (Section 5.1.) or as required by the County, Certificates of Destruction for each collection point and pickup.

6.1 Shredding

As a bid option, the contractor is to provide a cost, on a per pound basis, for shredding of sensitive documents. The contractor will be notified at the time of pickup of any materials deemed sensitive or confidential in nature that require shredding by the contractor. This may include up to 75% of the projected total paper generated by the County. The contractor is required to ensure the paper waste materials, deemed sensitive or confidential in nature, are secure prior to actual shredding. Documentation verifying the shredding of materials designated as sensitive or confidential shall be provided by the contractor in concert with, and in addition to, Certificates of Destruction.

7.0 Compliance

The contractor must have in its possession, and provide copies of, all permits, licenses, and approvals to comply with all Federal, State, and local laws and regulations to provide the services specified herein. All documents must be kept current for the duration of the contract.

8.0 Contamination

When bidding this contract, the contractor should consider the possible cost of contaminant and residual disposal. The County will not be liable for any incidental disposal costs incurred as a result of this contract. Any materials deemed unacceptable due to contamination will be documented on the receipt at the time of refusal and will be so noted in the quarterly report.

9.0 Marketing

All materials collected under this contract must be used or sold as recyclable materials to end-users. This material may not be incinerated or landfilled. End users must be identified in this proposal. This information shall remain confidential, presuming that it is submitted under separate cover and is clearly marked "CONFIDENTIAL."

10.0 Payment

The contractor is to provide payment to the County for recyclable materials. In part, the basis for the award will be the percentage to be paid to the County of the published price for recyclable materials as printed in Pulp & Paper each month. All payments are to be made by check payable to "County of Erie, Division of Purchase" and delivered to the Director of Purchase, Erie County Purchase Division, 95 Franklin Street, Buffalo, NY 14202. Payment for recycled materials must be provided by the 15th of the month following pickup of materials. Payment must include a statement showing location, weight, and type of materials received along with a copy of the Pulp & Paper page showing the published price for each at the beginning of the month in which the pickup was made.

11.0 Bid Response

For consideration of award, a complete response must be submitted. Erie County reserves the right to reject any or all bid responses without cause. A complete bid package must contain the following:

11.1 Price Quotes

For consideration, contractors must provide, as a minimum, a response to the base bid as defined in 11.1a.

11.1a Base Bid

The contractor must provide a percentage quote for payment to the County based upon the Pulp & Paper published monthly values. Percentage for consideration by the County shall include:

- a. Mixed/Sorted Office Paper 20%
- b. Shredded Sorted Office Paper (SSOP) 20%
- c. Cardboard 5%

The contractor must provide the cost per pound of shredding of mixed office paper.

- d. Paper Shredding \$.08/pound

*awarded bidder will be based on the total of (40 tons x item a) + (22 tons x item b) + (38 tons x item c) – (22 tons x item d) based on the P&P published monthly values for April of 2021 (\$115/ton for paper and \$100/ton for cardboard).

11.2 Qualifications

The contractor must be a firm with a minimum of three consecutive, current years of doing business in the collection, removal, and recycling of waste office paper and cardboard.

11.3 References

The contractor must provide at least three references, including names and contact information, of business or government offices for which such service has been provided in the last twelve months.

11.4 Insurance

The contractor must provide copies of documentation of insurance as specified in this bid solicitation as per the requirements of Erie County Standard Insurance Classification "A".

11.5 Permits

The contractor must provide copies of all permits, licenses, and approvals necessary to provide the services specified herein.

11.6 Subcontractors

The contractor is to identify any and all subcontractors that may be utilized in the performance of the services specified herein. All subcontractors will be responsible for meeting the requirements of this bid solicitation as the primary contractor.

11.7 Recycling Methods, Locations, and Equipment

The contractor is required to submit information on the recycling methods and locations which will be utilized by the contractor in providing this service. The County reserves the right to inspect, at its discretion, the locations and facilities utilized by the contractor. The contractor is also to provide a list of equipment, including transport vehicles, to be used in providing these services.

11.8 Tote Weighing

The contractor is required to propose a procedure for ensuring accurate determination and documentation of the weight of paper received where on-site weighing of individual totes is impossible or impractical.

12.0 Termination

In addition to Paragraph 29, Page 5 of 6, of the Instructions to Bidders, either party may cancel this agreement upon thirty (30) days prior written notification.

ATTACHMENT "A"
ERIE COUNTY BUILDING LOCATIONS

(This list is neither exhaustive nor static. Sites may be added or deleted during the contract period.)

Erie County Correctional Facility
11585 Walden Avenue
Alden, NY 14004

Erie County Sewer District Nos. 1, 4, 5
3789 Walden Avenue
Lancaster, NY 14086

25 Delaware Avenue
Buffalo, NY 14202
Floors: 7

*several locations within this site

40 Delaware Avenue
Buffalo, NY 14202

77 West Eagle Street
Buffalo, NY 14202

110 Franklin Street
Buffalo, NY 14202

Board of Elections
134 West Eagle Street
Buffalo, NY 14202

Erie County Clerk
92 Franklin Street
Buffalo, NY 14202

Erie County Probation Department
One Niagara Plaza
Buffalo, NY 14202

Rath Building
95 Franklin Street
Buffalo, NY 14202
Floors: 16

*several locations within this site

Sheriff's Office
10 Delaware Avenue
Buffalo, NY 14202

45 Elm Street
Buffalo, NY 14203
*several locations within this site

Erie County Central Library
1 Lafayette Square
Buffalo, NY 14203

Jesse Nash Health Center
608 William Street
Buffalo, NY 14206

Youth Services
810 East Ferry Street
Buffalo, NY 14211

Medical Examiner's Office
501 Kensington Avenue
Buffalo, NY 14214

Public Health Lab & Environmental Health Offices
503 Kensington Avenue
Buffalo, NY 14214

Erie County Sewer District Nos. 3 & 8
S-3690 Lakeshore Road
Buffalo, NY 14219

3359 Broadway
Cheektowaga, NY 14227

Erie County Warehouse
3080 William Street
Cheektowaga, NY 14227

1 Sheriff Drive
Orchard Park, NY 14127

Appletree Business Park
2875 Union Road
Cheektowaga, NY 14227

Erie County Highway Department
1080 Harlem Road
Cheektowaga, NY 14227

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

Page 3 of 6 Pages

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 it's 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 CASCADES RECOVERY + A DIV OF CASCADES NY INC.

ADDRESS OF PRINCIPAL OFFICE STREET 3241 WALDEN AVE.

CITY DEPEW

AREA CODE 716 PHONE 570-3903 STATE NY ZIP 14043

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: _____

ADDRESS OF LOCAL OFFICE STREET 3241 WALDEN AVE

CITY DEPEW

AREA CODE 716 PHONE 570-3903 STATE NY ZIP 14043

NAMES AND ADDRESSES OF PARTNERS:

N/A.



County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

ASSIGNMENT OF PUBLIC CONTRACTS

GENERAL MUNICIPAL LAW - Section 109:

1. A clause shall be inserted in all specifications of contracts hereafter made or awarded by an officer, board or agency of a political subdivision, or any district therein, prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
2. If any contractor, to whom any contract is let, granted, or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, without the previous written consent specified in subdivision one (1) of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignee, transferee or sublessee shall forfeit and lose all monies, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent or affect any assignment by any such contractor for the benefit of his creditors made pursuant to the laws of the State.

NO ASSIGNMENT OF ANY AGREEMENT pursuant to this bid shall be made without specific prior approval, in writing, by the Erie County Director of Purchase.

(Rev. 12/01/93)



COUNTY OF ERIE
MARK POLONCARZ
COUNTY EXECUTIVE
DIVISION OF PURCHASE

PURCHASES BY OTHER LOCAL GOVERNMENTS OR SPECIAL DISTRICTS

The Erie County Legislature has adopted the following resolution for the purpose of allowing the following-named local governmental or school districts to make purchases through the County bidding procedures.

Under the following conditions, the Director of Purchase may make purchasing services available to the following 88 participants:

1. When in the opinion of the Director of Purchase it will not create any burden or hardship upon the County and the anticipated prices will not be adversely affected thereby, the Director is authorized when he deems appropriate and as may be requested by the participants to provide in any particular County bid specification that the participants in Erie County shall have the right to make purchases based upon the bids received by the County.
2. The County Purchase Director, within the limits of his time and manpower, shall disseminate relevant contract information to the participants.
3. The participants in County contracts will issue purchase orders directly to vendors within the specified contract period referencing the County contract involved and be liable for any payments due on such purchase orders.

Bidders shall take notice that as a condition of the award of a County contract pursuant to these specifications, the successful bidder agrees to accept the award of a similar contract with any of the participants in Erie County if called upon to do so. The County, however, will not be responsible for any debts incurred by participants pursuant to this or any other agreement.

Necessary deviations from the County's specifications in the award of a participant's contract, particularly as such deviations may relate to quantities or delivery point, shall be a matter to be resolved between the successful bidder and participants. All inquiries regarding prospective contracts shall be directed to the attention of:

AKRON CENTRAL SCHOOL DISTRICT, District Clerk, 47 Bloomingdale Ave., Akron, NY 14001
 AKRON VILLAGE OF, Clerk-Treasurer, 21 Main St., Akron, NY 14001
 ALDEN CENTRAL SCHOOL DISTRICT, District Clerk, 13190 Park St., Alden, NY 14004
 ALDEN TOWN OF, Town Clerk, Town Hall, 11901 Broadway, Alden, NY 14004
 ALDEN VILLAGE OF, Village Clerk, 13336 Broadway, Alden, NY 14004
 AMHERST CENTRAL SCHOOL DISTRICT, Business Manager, 4301 Main St., Amherst, NY 14226
 AMHERST TOWN OF, Highway Superintendent, Town Hall, 5583 Main St., Williamsville, NY 14221
 AMHERST TOWN OF, Town Supervisor, Town Hall, 5583 Main St., Williamsville, NY 14221
 ANGOLA VILLAGE OF, Clerk-Treasurer, 41 Commercial St., Angola, NY 14006
 AURORA TOWN OF, Town Clerk, Town Hall, 5 S. Grove St., E. Aurora, NY 14052
 BLASDELL VILLAGE OF, Clerk-Treasurer, 121 Miriam St., Blasdell, NY 14219
 BOCES, ERIE #1, Clifford N Crooks Svc. Ctr., 355 Harlem Rd. West Seneca NY 14224-1892
 BOCES, ERIE CATTARAUGUS #2, Assistant Superintendent, 3340 Baker Rd., Orchard Park, NY 14127
 BOSTON TOWN OF, Town Clerk, Town Hall, 8500 Boston State Rd., Boston, NY 14025
 BRANT TOWN OF, Town Clerk, Town Hall, Brant North Collins Rd., Brant, NY 14027
 BUFFALO BOARD OF EDUCATION, Purchasing Agent, 408 City Hall, Buffalo, NY 14202
 BUFFALO CITY OF, Division of Purchasing, 1901 City Hall, Buffalo, NY 14202
 BUFFALO MUNICIPAL HOUSING AUTHORITY, 300 Perry St., Buffalo, NY 14204-2299
 BUFFALO SEWER AUTHORITY, General Manager, 1038 City Hall, Buffalo, NY 14202-3378
 CHEEKTOWAGA CENTRAL SCHOOL DISTRICT, 3600 Union Rd., Cheektowaga, NY 14225
 CHEEKTOWAGA-MARYVALE UNION FREE SCHOOL DISTRICT, District Clerk, 1050 Maryvale Dr., Cheektowaga, NY 14225-2386
 CHEEKTOWAGA-SLOAN UNION FREE SCHOOL DISTRICT, District Clerk, 166 Halstead Ave., Sloan, NY 14212-2295
 CHEEKTOWAGA TOWN OF, Town Hall, Broadway & Union Rds., Cheektowaga, NY 14227
 CLARENCE CENTRAL SCHOOL DISTRICT, Business Administrator, 9625 Main St., Clarence, NY 14031-2083
 CLARENCE TOWN OF, Town Clerk, 1 Town Place, Clarence, NY 14031
 CLEVELAND HILL FIRE DISTRICT NO. 6, Secretary, 440 Cleveland Dr., Cheektowaga, NY 14225
 CLEVELAND HILL U.F.S.D. @ CHEEKTOWAGA, Business Manager, 105 Mapleview Dr., Cheektowaga, NY 14225

COLDEN TOWN OF, Deputy Town Clerk, Town Hall, S-8812 State Rd., Colden, NY 14033
 COLLINS TOWN OF, Supervisor, Town Hall, P.O. Box 420, Collins, NY 14035
 CONCORD TOWN OF, Town Clerk, Town Hall, Springville, NY 14141-0187
 DEPEW UNION FREE SCHOOL DISTRICT, District Clerk, 591 Terrace Blvd., Depew, NY 14043
 DEPEW VILLAGE OF, Village Clerk, Municipal Building, 85 Manitou St., Depew, NY 14043
 EAST AURORA VILLAGE OF, Village Clerk, Village Hall, 571 Main St., East Aurora, NY 14052
 EDEN TOWN OF, Town Clerk, 2795 East Church St., Eden, NY 14057
 EGGERTSVILLE FIRE DISTRICT, Secretary/Treasurer, 1880 Eggert Rd., Eggertsville, NY 14226-2233
 ELLWOOD FIRE DISTRICT #1, Secretary, Town of Tonawanda, 1000 Englewood Ave., Kenmore, NY 14223
 ELMA TOWN OF, Town Clerk, Town Hall, 1600 Bowen Rd., Elma, NY 14059
 ERIE COMMUNITY COLLEGE, South Campus Business Office, 4041 Southwestern Blvd., Orchard Park, NY 14127-2199
 ERIE COUNTY WATER AUTHORITY, Central Processing, 3030 Union Rd., Buffalo, NY 14227
 EVANS TOWN OF, Town Clerk, 42 N. Main St., Angola, NY 14006
 FARNHAM VILLAGE OF, Village Clerk-Treasurer, 526 Commercial St., Farnham, NY 14061
 FORKS FIRE DISTRICT #3, Commissioner, Town Cheektowaga, 3330 Broadway, Cheektowaga, NY 14227
 GOWANDA VILLAGE OF, Clerk/Treasurer, 27 East Main St., Gowanda, NY 14070
 GRAND ISLAND CENTRAL SCHOOL DISTRICT, District Clerk, 1100 Ransom Rd., Grand Island, NY 14072
 GRAND ISLAND TOWN OF, Town Clerk, 2255 Baseline Rd., Grand Island, NY 14072
 HAMBURG TOWN OF, Town Clerk, S-6100 S. Park Ave., Hamburg, NY 14075
 HAMBURG VILLAGE OF, Village Clerk/Treasurer, 100 Main St., Hamburg, NY 14075
 HOLLAND FIRE DISTRICT #1, Town of Holland, Holland, NY 14080
 HOLLAND TOWN OF, Town Clerk, 47 Pearl St., Holland, NY 14080
 HOPEVALE UNION FREE SCHOOL DISTRICT, District Clerk, 3780 Howard Rd., Hamburg, NY 14075
 IROQUOIS CENTRAL SCHOOL DISTRICT, Girdle Rd., Elma, NY 14059
 KENILWORTH FIRE DISTRICT #2, Commissioner, Tn. Tonawanda, 84 Hawthorne Ave., Buffalo, NY 14223
 KENMORE-TN OF TONAWANDA UNION FREE SCHOOL DISTRICT, District Clerk, 1500 Colvin Blvd., Buffalo NY 14223
 KENMORE VILLAGE OF, Village Clerk-Treasurer, Municipal Building, Kenmore, NY 14217
 LACKAWANNA CITY OF, City Clerk, Lackawanna City Hall, 714 Ridge Rd., Lackawanna, NY 14218
 LAKE VIEW FIRE DISTRICT, Fire Commissioner, Lakeview & Burke Roads, Lake View, NY 14085
 LANCASTER TOWN OF, Town Clerk, 21 Central Avenue, Lancaster, NY 14086
 LANCASTER VILLAGE OF, Clerk-Treasurer, Municipal Building, 5423 Broadway, Lancaster, NY 14086
 MARILLA TOWN OF, Marilla Town Hall, 1740 Two Rod Rd., Marilla, NY 14102
 MONROE ONE BOCES, Educational Services, 41 O'Connor Rd., Fairport, NY 14450
 NEWSTEAD TOWN OF, Town Clerk, Town Hall, P.O. Box 227, Akron, NY 14001
 NIAGARA FRONTIER TRANSPORTATION AUTHORITY, 181 Ellicott St., Buffalo, NY 14205
 NORTH COLLINS TOWN OF, Town Clerk 2015 Spruce St., North Collins, NY 14111
 NORTH COLLINS VILLAGE OF, Village Clerk, 10543 Main St., North Collins, NY 14111
 ORCHARD PARK CENTRAL SCHOOL DISTRICT, Asst. Supt. Bus. & Support Svcs. 3330 Baker Rd., Orchard Park, NY 14127
 ORCHARD PARK TOWN OF, Town Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127
 ORCHARD PARK VILLAGE OF, Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127
 SARDINIA TOWN OF, Town Clerk, Town Hall, Savage Rd., Sardinia, NY 14134
 SHERIDAN PARK FIRE DISTRICT NO. 4, Secretary, 738 Sheridan Dr., Tonawanda, NY 14150
 SLOAN VILLAGE OF, Clerk Treasurer, 425 Reiman St., Sloan, NY 14212
 SNYDER VOL. FIRE DEPT., Fire Commissioner, 4531 Main Street, Snyder, NY 14226
 SOUTH LINE FIRE DISTRICT #10, Fire Commissioner, 1049 S. French Rd., S. Cheektowaga, NY 14227
 SOUTH WALES FIRE DISTRICT #1, Secretary/Treasurer, P.O.Box 94, South Wales, NY 14139
 SPRING BROOK FIRE DISTRICT #1, Secretary, P.O. Box 97, Spring Brook, NY 14140
 SPRINGVILLE VILLAGE OF, Clerk Treasurer, Village Office, 5 W. Main St., Springville, NY 14141
 SUNY ERIE COMMUNITY COLLEGE, 6205 Main St., Williamsville, NY 14221
 SWEET HOME CENTRAL SCHOOL DISTRICT, Director Finance & Plant Svcs., 1901 Sweet Home Rd., Amherst, NY 14228
 TONAWANDA CITY OF, Mayor, 200 Niagara St., Tonawanda, NY 14150
 TONAWANDA CITY OF, Superintendent, 150 Fillmore Avenue, Tonawanda, NY 14150
 TONAWANDA CITY SCHOOL DISTRICT, District Clerk, 100 Hinds St., Tonawanda, NY 14150-1815
 TONAWANDA TOWN OF, Town Clerk, Municipal Building, Kenmore, NY 14217
 U-CREST FIRE DISTRICT #4, Fire Commissioner, 255 Clover Place, Cheektowaga, NY 14225
 UNION FREE SCHOOL DISTRICT, Dist. Clerk, Tn. Tonawanda, 1500 Colvin Blvd., Kenmore, NY 14223
 WALDEN FIRE DISTRICT #2, Fire Commissioner, 20 Pine Ridge Road, Cheektowaga, NY 14211
 WALES TOWN OF, Town Clerk, Big Tree Rd., Wales Center, NY 14169
 WEST SENECA CENTRAL SCHOOL DISTRICT, District Treasurer, 1397 Orchard Park Rd., West Seneca, NY 14224-4098
 WEST SENECA FIRE DISTRICT #4, Fire Commissioner, 100 Lein Rd., West Seneca, NY 14224
 WEST SENECA FIRE DISTRICT #5, Fire Commissioner, 2801 Seneca St., West Seneca, NY 14224
 WEST SENECA TOWN OF, Town Clerk, 1250 Union Road, West Seneca, NY 14224
 WILLIAMSVILLE CENTRAL SCHOOL DISTRICT, District Clerk, 105 Casey Rd, PO Box 5000, East Amherst NY 14051
 WILLIAMSVILLE VILLAGE OF, 5565 Main St., Williamsville, NY 14231-1557
 WYOMING, COUNTY OF, Office of the Board of Supervisors, 143 N Main St., Warsaw, NY 14569