COUNTY OF ERIE

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: A260046-002 .

OPENING DATE NOVEMBER 20, 2026 TIME 11:00 AM

FOR JANITORIAL PRODUCTS .

NAME OF BIDDER: _____

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

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

- X EXHIBIT "A" - Assignment of Public Contracts
- X EXHIBIT "B" - Purchases by Other Local Governments or Special Districts
- _____ EXHIBIT "C" - Construction/Reconstruction Contracts
- _____ EXHIBIT "D" - Bid Bond (Formal Bid)
- N/A EXHIBIT "E" - Bid Bond (Informal Bid)
- X EXHIBIT "EP" - Equal Pay Certification
- _____ EXHIBIT "F" - Standard Agreement
- X EXHIBIT "G" - Non-Collusive Bidding Certification
- X 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
- X EXHIBIT “V” - Vendor Federal Compliance Certification

(Rev. 1/00)

County of Erie

DIVISION OF PURCHASE

NON-COLLUSIVE BIDDING CERTIFICATION

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

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

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

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

NOTICE

(Penal Law, Section 210.45)

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

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this _____ day of _____, 20 _____

TERMS _____ DELIVERY DATE AT DESTINATION _____

FIRM NAME _____

ADDRESS _____

ZIP _____

AUTHORIZED SIGNATURE _____

TYPED NAME OF AUTHORIZED SIGNATURE

TITLE _____ TELEPHONE NO.

County of Erie

DIVISION OF PURCHASE
BID SPECIFICATIONS

BID NO. A260046-002

Ship to: County of Erie
Attention:
Address:

Ship Via: Most Economical
Date Required at Destination: As Required

ITEM NO.	QUAN -TITY	U/M	CATALOG NO./DESCRIPTION	TOTAL PRICE
			Please furnish pricing for janitorial supplies listed below, to be	
			delivered to various Erie County locations. Quantities listed are	
			estimates only and actual quantities purchased may vary. Prices	
			to be valid for entire length of contract.	
			Term of the contract, for extension purposes,	
			will be April 1, 2026 – March 31, 2027.	
			Contract will begin, however, when all bid documents are approved.	
			Minimum Order Requirement? ____ Yes ____ No	
			If yes: minimum order amount $_____.	
			Handling charge for order under minimum $_____.	
			Bids with minimum order amounts greater than $150 will not be considered.	

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 _____

JANITORIAL SUPPLIES

	EST. QTY.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
3.	200 Cases	Bleach, Gallon Bottle, 6/Case, Austin-101 #91000659 or equal BRAND/PRODUCT NO:_____ CASE/QUANTITY :_____	_____	_____
4.	25 Cases	Bleach, Germicidal, 96oz Bottle, 6/Case #CLO02490 BRAND/PRODUCT NO:_____ CASE/QUANTITY :_____	_____	_____
11.	5 Each	Disinfectant Cleaner, 5 Liter Container, Virex #3062768 or equal BRAND/PRODUCT NO:_____ CASE/QUANTITY :_____	_____	_____
12.	5 Each	Disinfectant Cleaner, 2/Case, Virex II #04329 or equal (for J-Fill dispenser) BRAND/PRODUCT NO:_____ CASE/QUANTITY :_____	_____	_____
13.	5 Each	Crew Restroom Cleaner, 2/Case, F&S #4278763 or equal (for J-Fill dispenser) BRAND/PRODUCT NO:_____ CASE/QUANTITY :_____	_____	_____
38.	3 Each	Johnson Glance Glass Cleaner, Bulk, 5 Gallon Container *No Substitutions	_____	_____
39.	3 Each	Glance Glass & Multi-Surface Cleaner #5779, 2.5 Liter Bottle, 2/Case (for J-Fill dispenser) *No Substitutions	_____	_____
42.	2 Cases	Degreaser, 64oz Container, 4/Case, Johnson Diversey Spitfire or equal BRAND/PRODUCT NO:_____ CASE/QUANTITY :_____	_____	_____
45.	5 Cases	Degreaser, 2.5L Bottle (for J-Fill dispenser), 2/Case Diversey Break-Up SC #95192347 or equal BRAND/PRODUCT NO:_____ CASE/QUANTITY :_____	_____	_____
49.	10 Cases	Stainless Steel Wipes, 30/Tub, 6 Tubs/Case, SSS #57005 or equal BRAND/PRODUCT NO:_____ CASE/QUANTITY :_____	_____	_____
52.	5 Cases	Gum Remover, 5.5oz Can, 12/Case, Champion #5165 or equal BRAND/PRODUCT NO:_____ CASE/QUANTITY :_____	_____	_____
56.	5 Cases	Diversey J-512 Sanitizer, 2.5L Bottle(for J-Fill Dispenser), 2/Case *No Substitutions	_____	_____
57.	10 Cases	Air Freshener Dispenser, Microburst 9000 *No Substitutions	_____	_____
59.	3 Cases	Deodorizer, 1.5L, 2/Case, Johnson Good Sense RTD #3165353 or equal BRAND/PRODUCT NO:_____ CASE/QUANTITY :_____	_____	_____

	EST. QTY.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
60.	3 Cases	Room Deodorizer with wick, 1.5oz, 12/Case SSS Industrial Deodorant or equal BRAND/PRODUCT NO:_____ CASE/QUANTITY :_____	_____	_____
62.	2 Case	Vinegar, White, Gallon Jug, 6/Case BRAND:_____ QUANTITY/CASE:_____	_____	_____
64.	1 Case	Toilet Bowl Cleaner, Quart Bottle, 12/Case Triple SSS13012 or equal BRAND/PRODUCT NO:_____ CASE/QUANTITY :_____	_____	_____
67.	5 Cases	Toilet Bowl Cleaner/Disinfectant, ½oz Packs, 90/Tub Diversey Easy Paks #990652 or equal BRAND/PRODUCT NO:_____ CASE/QUANTITY :_____	_____	_____
74.	10 Cases	Disinfectant Cleaner, 2 Quart Bottle, 4/Case Johnson Triad III or equal BRAND/PRODUCT NO:_____ CASE/QUANTITY :_____	_____	_____
78.	50 Packages	Rim Hanger Toilet Bowl Cleaner, 6/package Lysol No Mess Automatic Toilet Bowl Cleaner or equal BRAND/PRODUCT NO:_____ PACKAGE/QUANTITY :_____	_____	_____
80.	5 Cases	Neutral Cleaner, 2.5L Bottle (for J-Fill Dispenser), 4/Case Stride Floral #4717 or equal BRAND/PRODUCT NO:_____ CASE/QUANTITY :_____	_____	_____
83.	5 Cases	Revive Plus Floor Cleaner, 2.5L Bottle (for J-Fill dispenser), 2/Case No Substitutions	_____	_____
86.	5 Each	Carpet & Room Deodorizer, 32oz, 12/Case, Spartan Airlift or equal BRAND/PRODUCT NO:_____ CASE/QUANTITY :_____	_____	_____
87.	15 Each	Carpet Sanitizer, Gallon Container, 4/Case Majestic Carpet Sanitizing Cleaner or equal BRAND/PRODUCT NO:_____ CASE/QUANTITY :_____	_____	_____
88.	10 Cases	Heavy Duty Carpet Stain Remover, 18oz, 12/Case Champion Heavy Duty Carpet Spot & Stain Remover or equal BRAND/PRODUCT NO:_____ CASE/QUANTITY :_____	_____	_____
89.	15 Cases	Lemon Scent Furniture Polish, 17.7oz Aerosol Can, 12/Case Johnson Pledge or equal 12/Case BRAND/PRODUCT NO:_____ CASE/QUANTITY :_____	_____	_____

	EST. QTY.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
90.	3 Cases	Furniture Cleaner & Polish, Gallon Container, 4/Case Diversey Shine-Up Lemon or equal BRAND/PRODUCT NO:_____ CASE/QUANTITY :_____	_____	_____
91.	10 Cases	Dust Mop Treatment, 18oz Can, 12/Case Champion Dust-N-More #5152 or equal BRAND/PRODUCT NO:_____ CASE/QUANTITY :_____	_____	_____
95.	50 Cans	Floor Finish, 22 percent solids, For High Speed Buffing 5 Gallon Container, MPC Classic 220 High Solids Floor Finish or equal BRAND/PRODUCT NO:_____ CASE/QUANTITY :_____	_____	_____
106.	5 Each	Low Odor Floor Stripper, 2.5L (for J-Fill dispenser) Pro Strip SC or equal BRAND/PRODUCT NO:_____ CASE/QUANTITY :_____	_____	_____
110.	225 Each	Floor Absorbent, 50lb Bag, Oil Dri Corp. #SOP50 or equal BRAND/PRODUCT NO:_____ CASE/QUANTITY :_____	_____	_____
112.	5 Cases	Lysol Neutra Air, Morning Linen, 10oz aerosol can, 12/case No Substitutions	_____	_____
113.	5 Cases	Lysol Disinfectant Spray, Fresh Scent and New Day Scent, 19oz aerosol can, 12/case No Substitutions	_____	_____

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.

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. This agreement may be terminated by either party upon seven (7) days written notice, should the party fail substantially to perform in accordance with its terms, through no fault of the party initiating the termination.

b. 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.

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

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

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

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

County of Erie

DIVISION OF PURCHASE

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

FIRM NAME _____

ADDRESS OF PRINCIPAL OFFICE STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

Check one: CORPORATION_____ PARTNERSHIP_____ INDIVIDUAL_____

INCORPORATED UNDER THE LAWS OF THE STATE OF _____

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

YES _____ NO _____

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

NAMES AND ADDRESSES OF PARTNERS:

_____ _____

_____ _____

_____ _____

_____ _____

(Rev. 4/1/93)

EXHIBIT "A"

County of Erie

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
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 COUNTY MEDICAL CENTER, 462 GRIDER STREET, BUFFALO, NY 14215
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

Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together " Equal Pay Law"). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law.

_____
Signature

Verification

STATE OF _____)
COUNTY OF _____) SS:

A)
_____, being duly sworn, states he or she is the owner of (or a partner in) _____, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B)
_____, being duly sworn, states that he or she is the Name of Corporate Officer _____, of _____, Title of Corporate Officer Name of Corporation the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this _____
Day of _____, 20____

_____

COUNTY OF ERIE
DIVISION OF PURCHASE

MBE/WBE/SDVOB COMMITMENT SUPPLIES & EQUIPMENT

The Erie County Legislature enacted Local Law No. 5, which requires a commitment to utilizing Minority and Women-owned businesses (MWBE) by persons or firms contracting with the County of Erie for supplies, materials, and equipment. This commitment was updated via Local Law No. 1 (2022). Additionally, the Erie County Legislature enacted Local Law No. 3 (2023), ensuring Service-Disabled Veteran-owned businesses (SDVOB) have greater participation in Erie County Contracts.

The supplier of all purchase contracts involving an expenditure of more than $20,000.00 shall take affirmative action to utilize bona fide Minority business enterprises (MBE), Women business enterprises (WBE), and Service-Disabled Veteran-owned businesses on all contracts with the County. Affirmative action shall include, but not limited to:

SECTION 1.
The following provisions shall be made a condition of all bid specifications or requests for proposals prepared or administered by Erie County for supplies, materials and/or equipment purchased by Erie County involving an expenditure of more than **$20,000** (the "Supplier Provision").

A. Contractors awarded purchase contracts by the County involving an expenditure of more than $20,000 for supplies, materials and equipment purchases fitting within this section shall take action to create economic opportunity by utilizing MWBE and SDVOB on all contracts with the County. Consistent with Section 3, MWBE and SDVOB firms are business entities operated for-profit.

Such equal economic opportunity action shall include, but not be limited to:

(1) Utilizing a source list of MWBE and SDVOB compiled by the County or the State of New York;
(2) Solicitation of bids from MWBE and SDVOB, particularly those located in Erie, Niagara, Cattaraugus and Chautauqua Counties;
(3) Giving MWBE and SDVOB sufficient time to submit proposals in response to County solicitations;
(4) Maintaining records showing MWBE and SDVOB and specific efforts to identify and award contracts to these entities; and
(5) A goal of awarding a certain percentage of the total dollar value of the contract to MWBE and SDVOB, which shall be promulgated by the Director of EEO in accordance with the findings of the Erie County Disparity Study and in accordance with Section 11 of this local law.

B. All bidders on each contract subject to this supplier provision shall submit to the Erie County Division of Equal Employment Opportunity (DEEO), with the bid, a list of all MWBE and SDVOB in the form of a Utilization Plan with whom the supplier has solicited bids or with whom the supplier has signed a binding contractual agreement, or with whom the supplier is presently negotiating an agreement, for the purposes of meeting the MWBE and/or SDVOB utilization goals of this section.

A goal of awarding at least ten percent (10%) of the total dollar value of the contract to MBE, at least two percent (2%) of the total dollar value of the contract to WBE, and at least six percent (6%) of the total dollar value of the contract to SDVOB or, for those contracts governed by federal or state regulations with respect to MBE, WBE and/or SDVOB hiring the prevailing percentage set forth therein, whichever is higher, subject to waiver as provided below.

Such a list **must be signed** by the MWBE and/or SDVOB with whom the supplier is seeking to utilize. A supplier's bid shall not be considered where the supplier fails to submit such a signed list of MWBE and/or SDVOB as provided herein. A supplier's bid shall not be considered where examination of said list of MWBE or SDVOB evidences failure by the supplier to comply with the equal economic opportunity action requirements provided for herein, except that the County may, upon written request by the supplier, grant a complete or partial waiver of the provisions when the availability of MWBE or SDVOB in the market area of the project is less than the specified MWBE and SDVOB goals in this section.

C. As evidence of compliance with the goals set forth in this law, within fifteen (15) business days of the bid opening, the supplier shall submit to the County's Division of Purchase and DEEO a Utilization Plan for MWBE or SDVOB participation, including the name(s) of the MWBE and/or SDVOB with whom the supplier intends to utilize, specifying the agreed-upon price to be paid for such goods and services, and identifying in detail the contract item(s) or items to be supplied by each MWBE or SDVOB. A letter of intent to enter into a purchase agreement, contingent upon contract award by the County, and indicating the agreed-upon price and scope of work shall be provided, **signed by both the supplier and the MWBE or SDVOB**. As evidence of compliance with the goals set forth in this law, the supplier shall provide to the County copies of all purchase agreements with MWBE or SDVOB for the contract within fifteen (15) business days of the contract award.

D. Failure to comply in good faith with the provisions set forth herein shall constitute a breach of the contract, subject to all remedies available to the County, including but not limited to the assessment of liquidated damages, or other contractual penalties as reasonable and appropriate.

E. All appropriate goals, ownership status, and compliance with the provisions of this law shall be certified by the Erie County DEEO after review of appropriate documents and investigation.

F. If the expenditure is less than $20,000, the County must follow the policies and procedures as adopted in accordance with Gen. Municipal Law § 104-B.

A supplier's bid shall not be considered where the supplier fails to submit a list as provided for herein. A supplier's bid shall not be considered where examination of said list of MBE, WBE, and SDVOB evidences failure by the supplier to comply with the affirmative action requirements provided herein, except that the County may, upon written request by the supplier, grant a complete or partial waiver of the provisions of subdivision (D) (4) where the availability of MBE, WBE, and/or SDVOB in the market area of the contract is less than the ten percent (10%) MBE goal, the two percent (2%) WBE goal, and the six percent (6%) SDVOB goal.

As evidence of compliance with the goals set forth in subdivision (D) (4) above, the supplier shall submit to the Director or Purchasing, at the bid opening, a schedule for MBE, WBE, and SDVOB participation listing the MBE, WBE, and SDVOB with whom the supplier intends to utilize; specifying the agreed upon price to be paid for such goods and identifying in detail the contract item or items to be supplied by each MBE, WBE and SDVOB. A copy of the participating schedule will be forwarded to the DEEO from the Division of Purchasing. Contingent upon a contract award, a letter of intent to enter into a purchase agreement, signed by both the supplier and the MBE, WBE, and SDVOB (unless a waiver is requested in one of those categories), indicating the agreed upon price and scope of work, shall be provided.

As evidence of compliance with the goals set forth in subdivision (D) (4) above, the supplier shall provide to the County DEEO. copies of all the subcontracts and/or purchase agreements with the MBE, WBE, and SDVOB within fifteen (15) days of contract award.

For the purpose of this section, the following terms mean:

"Minority Business Enterprise" (MBE) shall mean a for-profit business, which performs a commercially useful function, which is at least fifty one percent (51 %), owned by a minority group member, or in the case of a publicly owned business, at least 51 % of all stock is owned by minority group members. For the purposes of this provision, a minority group member is a person who is a citizen or permanent resident alien of the United States who is African-American, Hispanic, Latino, Asian-American, or Native American.

"Women-owned business enterprise" *Women Business Enterprise* ("WBE") shall mean a for-profit business, which performs a commercially useful function, which is at least fifty one percent (51 %), owned by a woman or women, or in the case of a publicly owned business, at least a woman or women own 51 % of all stock of the entity.

"Minority or Women-owned Business Enterprise" Minority-*Women Business Enterprise* ("MWBE") shall mean a for-profit business, which performs a commercially useful function, which is at least fifty one percent (51 %), owned by a minority group member, or in the case of a publicly owned business, at least 51 % of all stock is owned by minority group members. For the purposes of this provision, a minority group member is a person who is a citizen or permanent resident alien of the United States who is African-American, Hispanic, Latino, Asian-American, or Native American or a for-profit business, which performs a commercially useful function, which is at least fifty one percent (51 %), owned by a woman or women, or in the case of a publicly owned business, at least a woman or women own 51 % of all stock of the entity.

“Service-Disabled Veteran-Owned business” (SDVOB) shall mean a business which has been certified by the New York State under the New York Service-Disabled Veteran-Owned Business Act.

NOTE:
It is the prime vendor's responsibility to obtain MBE/WBE/SDVOB vendors and **NOT** the County of Erie. However, some vendors may be obtained from:

Director
Erie County DEEO
95 Franklin Street
9th Floor
Buffalo, New York 14202
(716) 858-7542

BID WILL NOT BE CONSIDERED IF THIS FORM IS NOT SUBMITTED WITH BID AS REQUIRED, REGARDLESS OF THE BID AMOUNT.EVERYTHING WITH A * IS REQUIRED.

*BID NO.: _____

*BID DATE: _____

ERIE COUNTY MINORITY/WOMEN BUSINESS ENTERPRISE & SERVICE-DISABLED VETERAN-OWNED BUSINESS UTILIZATION REPORT- PART A

*COMPANY: _____

*AUTHORIZED REPRESENTATIVE (PRINT): _____

*ADDRESS: _____

*TELEPHONE NUMBER: _____

*EMAIL ADDRESS: _____

*PROJECT NAME & BID NUMBER _____

I. *List actions taken to identify, solicit, and contact Minority Business Enterprise (MBE), Women Business Enterprise (WBE) & Service-Disabled Veteran-Owned Business (SDVOB) to bid on subcontracts for this project.

1. _____
2. _____
3. _____
4. _____
5. _____

[ ] Check here if the business is self-contained and applying for full or partial waiver.

II. List all bona-fide Minority/Women Business Enterprise & Service-Disabled Veteran-Owned Businesses, sub-contractors, suppliers, professional personnel, solicited, contracted, or presently negotiating a contract in accordance with the minority business utilization goal set forth by the County of Erie.

MBE/WBE/SDVOB OWNED FIRMS	SUPPLY/ SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
NAME: _____ ADDRESS: _____ CITY, STATE: _____ TELEPHONE: _____ IRS #: _____				YES NO	

MBE/WBE/SDVOB OWNED FIRMS	SUPPLY/ SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
NAME: _____ ADDRESS: _____ CITY, STATE: _____ TELEPHONE: _____ IRS #: _____				YES NO	

MBE/WBE/SDVOB OWNED FIRMS	SUPPLY/ SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED

NAME: _____ YES

ADDRESS: _____

CITY, STATE: _____

TELEPHONE: _____ NO

IRS #: _____

MBE/WBE/SDVOB OWNED FIRMS	SUPPLY/ SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED

NAME: _____ YES

ADDRESS: _____

CITY, STATE: _____

TELEPHONE: _____ NO

IRS #: _____

MBE/WBE/SDVOB OWNED FIRMS	SUPPLY/ SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED

NAME: _____ YES

ADDRESS: _____

CITY, STATE: _____

TELEPHONE: _____ NO

IRS #: _____

ERIE DEPARTMENT OF PURCHASING
OFFICE OF THE DIRECTOR

III. Assistance offered by contractor to MBE/WBE/SDVOB as to bonding, union requirements obtaining work capital, etc.

1._____

2._____

3._____

4._____

5._____

6._____

IV. Total Dollar Amount to be subcontracted to:

Minority Business Enterprise(s). $_____

Women Business Enterprise(s). (if applicable) $_____

Service-Disabled Veteran-Owned Business(s). $_____

V. Total Amount of Bid $_____

VI. *MBE Percent (%) of project bid: (EC goal is 10%) _____%

*WBE Percent (%) of project bid: (EC goal is 2%) _____%

*SDVOB Percent (%) of project bid: (EC goal is 6%) _____%

VII. YOU MUST ATTACH COPIES OF RELEVANT CORRESPONDENCE AND DOCUMENTS, INCLUDING RETURN RECEIPTS UPON LOW BIDDER STATUS TO EEO.

_____ _____

*SIGNATURE OF AUTHORIZED REPRESENTATIVE *DATE

VIII. CONTRACTOR'S DESIGNATED EQUAL OPPORTUNITY OFFICER (EEO)

_____ _____

NAME DATE

MBE/WBE/SDVOB UTILIZATION REPORT - PART B

FINAL CERTIFICATION OF EXPENDITURES TO MBE/WBE/SDVOB

(To be completed by the prime vendor and submitted to the
Erie County DEEO when contract is complete)

Erie County reserves the right to require documentation, including, but not limited to, cancelled checks to verify these amounts.

*VENDOR: _____ *BID NO. _____

_____

MBE TOTAL AMOUNT EXPENDED

_____

WBE TOTAL AMOUNT EXPENDED

_____

SDVOB TOTAL AMOUNT EXPENDED

_____

TOTAL OF ALL MBE SUBCONTRACTS $_____

TOTAL OF ALL WBE SUBCONTRACTS $_____

TOTAL OF ALL SDVOB SUBCONTRACTS $_____

AMOUNT OF CONTRACT (PRIME) $_____

FINAL MBE PERCENTAGE **%**_____

FINAL WBE PERCENTAGE **%**_____

FINAL SDVOB PERCENTAGE **%**_____

I _____, as an official representative of _____, do hereby certify that the information listed above is correct and complete.

_____ _____ _____

*SIGNATURE *TITLE *DATE

MAIL TO: Erie County DEEO
95 Franklin Street
9th Floor
Buffalo, New York 14202

PURCHASING WAIVER & RECOMMENDATION FORM

COMPANY: _____

ADDRESS: _____

TELEPHONE NUMBER: (_____) _____ BID NO.: _____

1. Vendor has made a good faith effort to subcontract on this bid for which Minority-owned Business Enterprise ("MBE"), Women-owned Business Enterprise ("WBE"), and Service-Disabled Veteran-owned Business ("SDVOB") bids could be solicited; and

2. The total percentage of the bid which could be subcontracted for which minority business enterprises bids could be solicited is less than 10% for MBE and/or 2% WBE, and/or 6% SDVOB.

A waiver as provided for by Erie County Local Law, is hereby requested on the grounds that there are no/insufficient ***(circle the appropriate term)*** MWBE and/or SDVOB ***(circle the appropriate term)*** enterprises in the market area of this bid.

In order for your waiver request to be considered, you must submit a letter on company letterhead/stationary that provides a detailed explanation discussing the good faith efforts you made to meet the MWBE and /or SDVOB utilization goals and advising why MWBE and/or SDVOB solicitation cannot be achieved.

Please note that your waiver request will not be considered without receipt of the requested letter of explanation.
(Please attach your letter to this request)

Is the organization self-contained: [ ]Yes [ ] No

Would subcontracting any portion of this project void a warranty for the County? [ ]Yes [ ] No

Is the work being completed considered specialty work that is unable to be completed by a third party?
[ ] Yes [ ] No (If yes, please include additional explanation in your attached letter.)

Please note: If a partial waiver is granted, the Vendor will make a good faith effort to meet the reduced goal.

_____ DATE
SIGNATURE OF AUTHORIZED
COMPANY REPRESENTATIVE

For Official Use Only

Granted in Whole: _____

Granted in Part: _____

Comments:

_____
DIRECTOR OF DEEO DATE

(Rev. 02/2025)

EXHIBIT "V"

Certification Regarding Debarment And Suspension

1) As required by Federal Executive Order 12549, and prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Contractor certifies that it, and its principals:

(a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;

(b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and

(d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the Contractor is unable to certify to any of the statements in this paragraph, the Contractor shall attach an explanation to this certification.

Date:_____ _____

Signature

_____

Title

_____

Business Name

Certification Regarding Drug-Free Workplace Requirements Grantees Other Than Individuals

This certification is required by regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988, 41 U.S.C. § 701 et seq. *See* 48 C.F.R. Subpart 23.5.

The Contractor certifies that it will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing a drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and,
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and,
(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

Date:_____ _____

Signature

_____

Title

_____

Business Name

Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member or Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Date:_____ _____

Signature

_____

Title

_____

Business Name

NOTE: If Disclosure Forms are required, please contact: Mr. Will Sexton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-0001