

***WESTERN REGIONAL
OFF-TRACK BETTING
CORPORATION***

Public Bid

Promotional Items

Date: June 4, 2026

Time: 2:00 p.m.

Western Regional Off-Track Betting Corporation

8315 Park Road

Batavia, New York 14020

585-343-1423

INVITATION FOR BIDS

The Western Regional Off-Track Betting Corporation, whose Corporate offices are located at 8315 Park Road, Batavia, NY 14020, hereby invites the submission of sealed bids for various promotional items.

Specifications and bid forms may be obtained from the office of Megan M. Glor, Director of Purchasing/Procurement Officer, upon request by calling (585) 343-1423 or via email at mglor@westernotb.com.

Sealed bids will be publicly opened and read in the Robert J. Kane boardroom at said corporate offices, located within Batavia Downs Gaming & Hotel, at 2:00 p.m. on Thursday, June 4, 2026.

All bids must be accompanied by the following documents: non-collusion certification, Finance Law Affirmation of Understanding §139-j and Certification of Compliance §139-k (3).

NOTICE TO BIDDERS

1.1 Purpose

The Western Regional Off-Track Betting Corporation (WROTB) (OWNER) hereby invites the submission of sealed bids for the purchase of various promotional/giveaway items. The items and a description of each are listed within this bid document.

Prospective bidders must offer a proposal that will meet the scope of services, qualifications and general description of work activities or the provision of goods identified within the document specifications.

1.2 Procurement Officer

The Procurement Officer identified below is the sole point of contact regarding this bid from the date of issuance until the selection of the successful Proposer.

Megan M. Glor
Director of Purchasing/Procurement Officer
Western Regional Off-Track Betting Corporation
8315 Park Road
Batavia, New York 14020
Email: mglor@westernotb.com
Phone: (585) 343-1423 ext. 6241

1.3 Presentation and Clarification of WROTB's Rights and Intentions

WROTB is not committed to awarding a contract or assignment to any responding Bidder, or to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for any services. WROTB reserves the right, in its sole discretion, to (a) accept or reject in part or in its entirety any proposal received as a result of this bid if it is in the best interest of WROTB to do so.

The Western Regional Off-Track Betting Corporation will accept sealed bids for the purchase of various promotional items as listed. WROTB has concluded that a single proposer will be selected. The award shall be made to the lowest responsive responsible bidder. As such, you are invited to submit your bid to the attention of Megan M. Glor, Director of Purchasing/Procurement Officer via sealed envelope and received no later than 2:00 p.m. EST on Thursday, June 4, 2026.

Each bid shall be submitted in a sealed envelope clearly marked as to the contents therein, bearing on the outside the name and address of the vendor. Bids must be mailed or delivered to the aforementioned address so as to be received prior to the time set forth in the advertisement for opening bids.

Faxed or emailed bids will not be accepted. Bidders are responsible for the timely delivery of bid packages to WROTB at the date and time specified therein.

Bidder must not have been an Officer, Board of Director, or employee of WROTB within the last (3) three years.

Bidders shall read thoroughly and understand the specifications, bid conditions, and contract content contained herein.

1.4 Overview of the Organization

The Western Regional Off-Track Betting Corporation (WROTB) is one of five (5) Regional OTB Corporations established and financed by their respective municipal sponsors following the enactment of permissive legislation by New York State in 1973. WROTB is established as a public benefit corporation. Its geographical area is comprised of seventeen (17) counties. The statutory objective of WROTB is:

1. To promote the well-being of the horse racing and breeding industries in New York State.
2. To facilitate the local economy by providing employment to its residents.

WROTB began its pari-mutuel wagering operations in May of 1974 with twenty-nine (29) branch facilities and a telephone betting operation opened by 1974's year end. Today, WROTB is a multi-faceted gaming enterprise which operates the following:

- Six (6) traditional brick and mortar off-track betting facilities.
- One (1) "enhanced" branch facilities defined as having food concession services on-site.
- Twenty-three (23) EZ Bet locations.
- One internet wagering site referred to as "Batavia Bets".
- One telephone betting center referred to as "Dial-A- Bet" located at Batavia Downs Gaming.
- One inter-track wagering (ITW) facility located at Batavia Downs Gaming.
- Operation of a seventy-one (71) day live harness racing meet conducted at Batavia Downs Gaming.
- Operation of a video lottery gaming facility located at Batavia Downs Gaming with 946 gaming machines.
- Operation of food and beverage venues located at Batavia Downs Gaming.

Diversity, Equity, and Inclusion are very important to WROTB. Proponent/bidder/firm must demonstrate a similar commitment in its response to this contract.

1.5 Specifications

Location of Delivery : **Batavia Downs Gaming & Hotel**
8315 Park Road
Batavia, NY 14020

- 1) ITEM** Items as described in this bid document are required by the Western Regional Off-Track Betting Corporation. Pictures of the proposed items shall be included with bid Submission.
- 2) PRICES** All prices specified on the bid proposal shall be net prices and include all materials, packaging, delivery, and other incidental charges as outlined. WROTB reserves the right to reject any and all items.
- 3) AWARD OF BID** The bid for all terms under these specifications shall be awarded to the lowest, responsible bidder, submitting the lowest bid per item.
- 4) DELIVERY** Delivery shall be FOB. Total cost per item must include shipping cost. Items must arrive 14 days prior to Promotion date. Delivery of items shall be by September 15, 2026.
- 5) PACKAGING** Each case or package of like items shall be packed in uniform amounts and said quantity shall be clearly marked and visible on the outside of each package.
- 6) OVERRUNS** WROTB will not pay for overruns of any items. If the successful bidder ships overruns on any items, said bidder will incur all costs necessary to retrieve same. WROTB will not be invoiced for such overruns.
- 7) PURCHASE ORDER** The purchase order will be effective and binding to the successful bidder.
- 8) IMAGES** The successful bidder will agree to supply hi-resolution images of the items for promotional purposes.
- 9) RESERVATION OF RIGHTS** WROTB reserves the right NOT to proceed with these items for promotional purposes if notice is given prior to August 1, 2026. Based on item availability WROTB, may change dates if mutually agreed upon with Vendor.
- 10) PAYMENT** The successful bidder shall furnish to WROTB a complete itemized invoice. Payment shall be made within thirty (30) days after receipt of the invoice.

INSURANCE REQUIREMENTS:

The successful bidder shall furnish WROTB Certificates of Insurance (as applicable) indicating the type, amount, class of operations, coverage effective dates and expiration dates of such policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered except (a) after ten (10) days written notice has been received by WROTB and (b) the Unlimited Indemnity shown in the contract documents is included." WROTB shall be named as "additional insured" on bidder provided Certificate. Insurance to be primary and non-contributory and include waiver of subrogation.

<u>COMMERCIAL GENERAL LIABILITY</u>	\$2,000,000	General Aggregate
	\$2,000,000	Products/Completed Operations Aggregate
	\$1,000,000	Each Occurrence
	\$1,000,000	Personal Injury/Advertising Liability

<u>AUTOMOBILE LIABILITY</u>	\$1,000,000	Each Occurrence
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<u>UMBRELLA LIABILITY</u>	\$1,000,000	Each Occurrence
	\$1,000,000	Aggregate

<u>WORKER'S COMPENSATION</u>	Statutory State of New York	
	\$1,000,000	Employer's Liability

1.7 Submission of Bidder’s Statement of Proposal

To be considered, bidders must submit a complete response to this bid package. Bidders not responding to all information requested in this or indicating exceptions to those items not responded to may have their bid rejected.

Sealed bids will be received at the address below on or before 2:00 p.m.
EST on Thursday, June 4, 2026, 2025, which at that time bids will be publicly opened and read.

Attention:
Western Regional Off-Track Betting Corporation
Megan Glor
Director of Purchasing/Procurement Officer
8315 Park Road
Batavia, New York 14020

All bids must be accompanied by a non-collusion bidding certification, references page, Finance Law Affirmation of Understanding (State Finance Law §139-j) and Certification of Compliance (State Finance Law §139-k5) in order to be considered.

1.8 Clarification of Specifications

Questions that arise from the date of the bid being in advertisement to the date the award is made must be submitted in writing to the Procurement Officer listed on page 1 of this bid package. Questions and answers will be provided via addendum to all potential respondents who have received bid packages and must be acknowledged in the proposed response. No contact will be allowed between the respondent and any other employee of WROTB regarding this bid during this restrictive period. Prohibited contact will be grounds for respondent disqualification.

1.9 Addenda

In the event it becomes necessary to revise any part of the specifications, an addendum will be provided to all that received the bid package. An acknowledgement of such addenda, if any, must be submitted with bidder’s response.

2.0 Sales Tax

The Western regional Off-Track Betting Corporation is exempt from paying any State and Local sales tax. Vendors shall not include any such taxes in their bids.

2.1 Prevailing Rates of Wage

The successful bidder will be required to pay each laborer, workman or mechanic employed by the contractor or sub-contractor not less than the New York State Department of Labor prevailing rates of wages, which are included in this bid package. The successful bidder, as required by section 220 of the New York State Labor Law (paragraph 3-a) which was amended on March 13, 1997:

“.....shall submit to the department of jurisdiction within thirty days after issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll record.....subscribed and affirmed as true.....”

2.2 Investigations

WROTB reserves the right to conduct any investigations necessary to verify information submitted by the respondent and/or to determine the respondent's capability to fulfill the terms and conditions of the scope of services that is described herein. WROTB reserves the right to visit a prospective respondent's place of business to determine the existence of the company and the management capabilities required to administer this agreement. WROTB will not consider respondents that are in arrears to WROTB, in bankruptcy, or in the hands of a receiver at the time of responding or at any time of selection.

2.3 Reservation of Rights

WROTB reserves the right to refuse any and all responses, in part, or in their entirety, or select certain aspects from various respondents, or to waive any informality or defect in any response should it be deemed in the best interest of WROTB. WROTB is not committed, by virtue of this bid, to make an award of the bid. The proposals submitted become the property of WROTB.

2.4 Material Submitted

All rights, title and interest in the material submitted by the bidder shall vest in WROTB upon submission of the response to WROTB without any obligation or liability by WROTB to the respondent. WROTB has the right to use all ideas presented by a responder.

2.5 Procurement Policy

Pursuant to State Finance Law §139-j and §139-k, this Invitation for Bids includes and imposes certain restrictions on communications between a Government Entity (WROTB) and an Offerer/Bidder during the procurement process. An Offerer/Bidder is restricted from making contacts from the earliest notice of intent to solicit offers through the final award and approval of the Procurement Contract by WROTB. ("Restricted Period"), to other than WROTB's Procurement Officer unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law Section §139-j. WROTB's Procurement Officer for this Government Procurement, as of the date thereof, is identified on the first page of this Invitation for Bid. WROTB employees are also required to obtain certain information when contacted during the Restricted Period and make a determination of the responsibility of the Offerer/Bidder pursuant to the two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four (4) year period, the Offerer/Bidder is debarred from obtaining Procurement Contracts. Further information about these requirements may be obtained from the Procurement Officer.

WROTB reserves the right to terminate this contract in the event it is found the certification filed by the Offerer/Bidder in accordance with State Finance Law §139-k (5) was intentionally false or intentionally incomplete. Upon such finding, WROTB may exercise its termination right by providing written notification to the Offerer/Bidder in accordance with the written notice terms of this contract. WROTB reserves the right to reject any and all bids if deemed it to be in the best interest of the Corporation and to waive any informalities thereof.

Bidders cannot currently, nor within the last five (5) years, be suspended, debarred, or similarly declared ineligible from state or federal contracting. The proponent/bidder/firm also certifies upon submission of this bid/proposal that it is not currently under investigation by any state, local or federal agency or authority.

Certifications and Standard Clauses

These Standard Clauses apply to all contracts, bids, requests for proposal (RFP), and requests for qualifications (RFQ) issued by the **Western Regional Off-Track Betting Corporation (WROTB)**. Hereafter, the term “WROTB” shall be used to reference the Corporation.

1. Independent Contractor

The contractor shall perform services as an independent contractor and not as an officer, employee, or agent of WROTB. Nothing contained in this contract shall be construed as creating a relationship of employer and employee between WROTB and the contractor or any of its personnel.

2. Termination for Convenience

WROTB reserves the right to terminate the contract for convenience and without cause, upon thirty (30) days’ written notice to the contractor. In the event of such termination, the contractor shall be entitled to compensation for goods or services satisfactorily provided up to the effective date of termination, but shall not be entitled to recover any additional damages or anticipated profits on work not performed.

3. Termination for Cause

WROTB reserves the right to terminate the contract immediately for cause if the contractor fails to perform its obligations, violates applicable laws or standards, or otherwise materially breaches the terms of engagement.

4. Compliance with Laws

The contractor shall comply with all applicable federal, state, and local laws, rules, and regulations, including those of the New York State Gaming Commission, in connection with the performance of the contract.

5. Confidentiality

The contractor shall treat as confidential all non-public information obtained during the course of the contract. Such information shall not be disclosed except as required by law, professional standards, or with the prior written consent of WROTB.

6. Records Retention and Work Product

WROTB reserves the right to require contractors to maintain and provide access to records related to the contract, in a scope and for a period of time appropriate to the nature of the engagement. Such records may include, but are not limited to, documents relating to performance, deliverables, billing, and any final reports or work product produced under the contract.

7. Assignment and Subcontracting

The contractor shall not assign, transfer, or subcontract any portion of the contract without the prior written consent of WROTB.

8. Indemnification

To the fullest extent permitted by law, the successful bidder shall defend, protect, indemnify, and hold harmless WROTB, its affiliates and their respective directors, officers, employees, representatives and agents from any and all

claims, actions, proceedings, investigations, losses, liabilities, damages (including, without limitation damage to property), injury to persons (including, without limitation, death) penalties, fines, costs and expenses (including, without limitation, attorneys' fees and costs) relating in any way to (i)the bidder's proposal, (ii)any act or omission of the bidder relating in any way to its performance under the contract, and or (iii) and default of breach by the bidder, whether threatened, actual or alleged.

9. Non-Discrimination

The contractor agrees that, in the performance of this contract, it will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, marital status, veteran status, or any other characteristic protected by applicable federal, state, or local law. The contractor shall take affirmative steps to ensure that applicants are employed, and that employees are treated during employment, without regard to these protected categories.

10. Insurance and Workers' Compensation

The successful bidder shall furnish WROTB Certificates of Insurance indicating the type, amount, class of operations, coverage effective dates, and expiration dates of such policies. Such certificates shall also contain substantially the following statement:

"The insurance covered by this certificate will not be cancelled or materially altered except (a) after ten (10) days' written notice has been received by WROTB and (b) the Unlimited Indemnity shown in the contract documents is included."

WROTB shall be named as an **additional insured** on bidder-provided certificates. Insurance shall be **primary and non-contributory** and shall include a **waiver of subrogation**.

Required Minimum Coverage (unless otherwise specified by WROTB):

- **Commercial General Liability**
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Personal Injury / Advertising Liability
- **Automobile Liability**
 - \$1,000,000 Each Occurrence
- **Umbrella Liability**
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Aggregate
- **Workers' Compensation**
 - Statutory – State of New York
 - \$1,000,000 Employer's Liability
- **Disability Benefits Liability**
 - Statutory – State of New York

- **Professional Liability**
 - \$5,000,000 Each Claim
 - \$5,000,000 Policy Aggregate

- **Cyber Liability**
 - \$3,000,000 Each Claim
 - \$3,000,000 Policy Aggregate

The contractor shall be solely responsible for the payment of all required premiums and shall remain liable for any deductibles, self-insured retentions, or claims in excess of stated coverage limits.

WROTB reserves the right to modify or waive specific insurance requirements based on the nature of the procurement.

11. Non-Collusive Bidding

By submission of a bid or proposal, the contractor certifies under penalty of perjury that the prices in its proposal have been arrived at independently and without collusion, consultation, communication, or agreement with any other bidder or competitor for the purpose of restricting competition.

12. Governing Law

This contract shall be governed by, and construed in accordance with, the laws of the State of New York.

13. No Arbitration

Disputes involving this contract shall not be subject to mandatory arbitration. Any legal actions shall be brought in a court of competent jurisdiction in New York State.

14. Reciprocity and Sanctions Provisions

The bidder certifies that it is not on any federal or state debarment or sanctions list and will immediately notify WROTB if it becomes subject to such restrictions during the term of the contract.

15. Final Agreement

The bidder agrees and understands that this bid and any addenda will be incorporated and become part of the final agreement.

**Western Regional Off-Track Betting Corporation
Public Bid – Promotional Items**

FAILURE TO SUBMIT ANY OF THESE ITEMS WITH BID IS MANDATORY CAUSE FOR REJECTION

Document Required	Bidders Initials
Bid Proposal	_____
Acknowledgement of receipt of addenda	_____
Non-Collusion Bidding Certification	_____
References	_____
Offerer's Certification of Compliance	_____
Offerer Disclosure of Prior Non-Responsibility	_____
Offerer's Affirmation of Understanding/Agreement	_____

THE UNDERSIGNED BIDDER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS.

PRINT OFFICIAL COMPANY NAME: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

**THIS CHECKLIST IS REQUIRED TO BE INITIALED AND SIGNED WHERE INDICATED
AND RETURNED WITH ALL DOCUMENTS**

Western Regional Off-Track Betting Corporation
Public Bid – Promotional Items

REFERENCES - Bidders must supply a minimum of three (3) references based on projects of a similar nature.

COMPANY/FIRM _____
CONTACT NAME _____
ADDRESS _____
PHONE # _____

COMPANY/FIRM _____
CONTACT NAME _____
ADDRESS _____
PHONE # _____

COMPANY/FIRM _____
CONTACT NAME _____
ADDRESS _____
PHONE # _____

BIDDERS MUST SIGN BELOW AND RETURN THIS SHEET WITH THEIR BID DOCUMENTS

SIGNATURE

COMPANY NAME

PRINTED NAME OF PERSON ABOVE

ADDRESS

TITLE

CITY, STATE & ZIP CODE

DATE

TELEPHONE NUMBER

NON-COLLUSION 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 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 with any other competitor;
2. Unless otherwise required by law, the prices which have been bid have not knowingly been 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 other 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.
4. Except for inquiries within the purview of the bidding process, each bidder and each signing on behalf of any bidder certifies it has not communicated with any officer, employee, agent, or consultant of WROTB regarding this bid for the purpose of securing unto itself a favorable advantage.

In compliance with this invitation for bids and subject to the conditions thereof, the undersigned offers and agrees, if this bid is accepted within forty-five (45) days from the date of the opening, to furnish any and all items upon which prices are submitted.

SIGNATURE

BUSINESS NAME

PRINT NAME

ADDRESS

TITLE

CITY, STATE & ZIP CODE

DATE

TELEPHONE #

EMPLOYER TAX ID
OR SOCIAL SECURITY #

FAX NUMBER

YOU MUST SIGN AND RETURN THIS SHEET WITH YOUR BID

Offerer's Certification of Compliance

With State Finance Law § 139-k(S)

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to provisions of State Finance Law §139-k or §139-j shall contain a certification by the Offerer that all information provided to the Office of General Services with respect to State Finance law §139-k is complete, true, and accurate.

Offerer Certification:

I certify that all information provided to the Western Regional Off-Track Betting Corporation with respect to State Finance Law §139-k is complete, true, and accurate.

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

Procurement Lobbying Termination

Western Regional Off-Track Betting Corporation reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, Western Regional Off-Track Betting Corporation may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

Offerer Disclosure of Prior Non-Responsibility Determinations

See instructions on next page before completing this form.

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____ Date: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?

(Please circle):

No

Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No

Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No

Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No

Yes

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true, and accurate.

By: _____ Date: _____

Signature

Instructions
Offerer Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k (5) obligates WROTB to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law 139-j. In accordance with State Finance Law 139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State finance Law § 139-k. State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(5) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. (*see* State Finance Law §§139-j (3) and §139-k (5).

Instructions:

The Western Regional Off-Track Betting Corporation includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplement or Change Order.

This document must accompany each Bid Form, Letter of Interest, or Proposal submitted by an offerer and will be required for any contract amendments over \$15,000. This document must also accompany each Emergency Contract Bid Form.

Offerer's Affirmation of Understanding of and Agreement pursuant to New York
State Finance Law §139-j (3) and §139-j (6) (b)

New York State Finance Law §139-j (6) (b) provides that:

Every Government Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of and agreement to comply with the Government Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible contacts as required by New York State Finance Law §139-j (3) and §139-j (6) (b).

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

PROPOSAL

PROJECT NAME: **Western Regional Off-Track Betting Corporation
Public Bid – Promotional Items
Date of Opening: June 4, 2026 at 2:00 p.m.**

SUBMITTED TO: **Megan Glor, Director of Purchasing/Procurement Officer
Western Regional Off-Track Betting Corporation
8315 Park Road, Batavia, NY 14020**

Hereinafter known as **OWNER**.

SUBMITTED BY: _____
Type or print legal bidder's name.

Hereinafter known as **BIDDER**.

BE IT KNOWN:

BIDDER is thoroughly familiar with all Provisionals and requirements of the Bidding Documents and the conditions under which the Work was performed;

BIDDER finds that the proposed Contract Documents are complete, and that they are appropriate for the full, proper, and timely performance of the proposed Contract;

BIDDER possesses and commits to the Owner the technical knowledge, practical experience, management skills and all other resources that will be needed to perform the Work or provide the goods contemplated by, described in, and reasonably inferred from the proposed Contract Documents;

BIDDER represents that this bid is legitimate, and that the various documents which accompany the bid are accurate, complete and true.

NOW THEREFORE BIDDER HEREBY PROPOSES to furnish all goods or supervision, labor, materials, services, tools, equipment, licenses, permits, and payments of lawful fees and taxes which may be necessary to fully perform the OWNER'S proposed contract.

PART A: BASE BID SHEET – PROMOTIONAL ITEMS

BIDDER NAME: _____

MAGNETIC BLUETOOTH SPEAKER

Buffalo Bills Logo
Magnet to attach to metallic surfaces
Shock Proof
Water Resistance
30-foot wireless range
4+ hours of battery life

BID PRICE PER EACH (TOTAL QUANTITY OF 800) \$ _____

BUCKET HAT

Buffalo Bills Logo
Adult Size
Color: Blue or Grey (Blue preferred)
Material: 100% Cotton
2 Solid panels with 4 eyelets

BID PRICE PER EACH (TOTAL QUANTITY OF 800) \$ _____

SANDALS

Buffalo Bills Logo
Adult Size S (7-8), M (9-10), L (11-12), XL (13-14)
Slip On style
Material: Upper/PU, Lower Outsole – Lightweight EVA
Two-piece reinforced padded adjustable Velcro strap

BID PRICE PER EACH (TOTAL QUANTITY OF 800) \$ _____

PINT GLASS

Officially Licensed
Buffalo Bills Printed Graphics Logo
16 oz.
Two Piece Set - Must be a boxed set – not shipped singularly or loose

BID PRICE PER EACH (TOTAL QUANTITY OF 800) \$ _____

PART B: OWNER’S EVALUATION OF BIDS

The Owner will determine the Lowest, Most Responsible Bidder based on the lowest amount of the **BASE BID PRICING**.

“BIDDER MUST SUBMIT A COMPLETE PROPOSAL PACKET”

PART C: ACKNOWLEDGEMENT OF ADDENDA

BIDDER acknowledges receipt of the following listed Addenda that have been issued for this Project. BIDDER warrants that this Bid fully accounts for all requirements, terms, and conditions of these Addenda. (BIDDER must type or print acknowledged Addenda numbers and dates (OR) check the box indicating that NO ADDENDA WERE RECEIVED.)

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____



NO ADDENDA WERE RECEIVED

PART D: CONTRACT TIME AND LIQUIDATED DAMAGES

The CONTRACT TIME shall be 30 calendar days, commencing on the day next following the Contractors receipt of the NOTICE TO PROCEED from the OWNER. It is agreed by the parties that this Contract time subsequently may be adjusted for cause with the terms and conditions of the General Conditions of the Contract.

LIQUIDATED DAMAGES (not a penalty) shall be assessed at the rate of \$250.00 for Contracts in the maximum amount of \$500,000.00 and \$500.00 for Contracts in excess of \$500,000.00 for each and every calendar day that completion of the work overruns the CONTRACT TIME. (if applicable)

PART E: BIDDER’S EXECUTION OF PROPOSAL

The BIDDER, for good and valuable consideration namely the privilege of bidding for the OWNERS proposed Contract, and the Owner’s assurance that the Contract will be awarded to the lowest responsible BIDDER, provided that the cost thereof would be within the amount budgeted and funded by the OWNER for the services, hereby offers this executed Proposal as a unilateral contract to perform all SERVICES proposed, with the understanding that it will become mutually binding if it is accepted by the OWNER.

Bidder’s Legal Name (as shown on Page 1)

(type or print)

(authorized signature)

(date signed)

(type or print name signed above)

(title)

Bidder’s Legal Address

Bidder’s Mailing Address (if different)

(street address)

(street address)

(City/Town, State, Zip Code)

(City/Town, State, Zip Code)

(Phone)

(Cell Phone)

(Fax)

(E-mail address)

(Federal Tax ID or Social Security #)

END OF PROPOSAL



BUFFALO BILLS NFL MAGNETIC BLUETOOTH SPEAKER

With shockproof durability, IPX4 water resistance, and a 30 ft wireless range

Should have 4+ hours of Battery Life

ADULT BUCKET HAT





SLIDES

S - 7 to 8

M - 9 -10

L - 11-12

XL - 13-14

Buffalo Bills Pint Glass 2 piece set – Any style, must be official licensed and must come in a box (not shipped singularly or loose)

