WESTERN REGIONAL OFF-TRACK BETTING CORPORATION

Public Bid
Date: November 20, 2026
Time: 10:00 a.m.
Snowplowing Services

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 snowplowing parking lots and shoveling sidewalks at various branch locations in Erie County.

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 10:00 a.m. on Friday, November 20, 2026.

All bids must be accompanied by the following documents: Non-Collusion Bidding Certification pursuant to New York General Municipal Law § 103-d; Offerer's Affirmation of Understanding of and Agreement pursuant to New York State Finance Law § 139-j; Offerer's Certification of Compliance pursuant to New York State Finance Law § 139-k(5); Offerer Disclosure of Prior Non-Responsibility Determinations pursuant to New York State Finance Law § 139-k; references page; and any other forms required by this bid package.

INSTRUCTIONS FOR BIDDERS

1.1 Purpose

The Western Regional Off-Track Betting Corporation (WROTB) hereby invites the submission of sealed bids from qualified vendors for snowplowing services at OTB locations located in Erie County as specified within these specifications.

Bidders must submit a complete bid that meets all specifications, forms, certifications, and requirements set forth in these Invitation for Bids documents.

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 bidder.

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 award a contract to any bidder, or to pay any costs incurred in the preparation or submission of a bid. WROTB reserves the right, in its sole discretion and when in the best interest of WROTB, to reject any or all bids, to waive informalities or irregularities in any bid, and to make an award only to the lowest responsive and responsible bidder whose bid complies with these Invitation for Bids documents.

WROTB will accept sealed bids for snowplowing services for the 2026-2027 and 2027-2028 winter seasons as set forth in the Bid Form and Specifications. Award, if made, will be based on the lowest total base bid price submitted by a responsive and responsible bidder. Bids must be submitted to Megan M. Glor, Director of Purchasing/Procurement Officer, in a sealed envelope and must be received no later than 10:00 a.m. EST on Friday, November 20, 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, director, or employee of WROTB within the last five (5) 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, fifteen (15) of which participate as members of WROTB, and the two (2) cities of Rochester and Buffalo. The statutory objective of WROTB is:

1. To prevent and curb illegal bookmaking while providing a reasonable revenue stream for the support of government.
2. To promote the well-being of the horse racing and breeding industries in New York State.
3. 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:

- One (1) traditional brick and mortar off-track betting facility.
- One (1) "enhanced" branch facility 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 important to WROTB. Bidders are expected to comply with all applicable non-discrimination laws and equal opportunity requirements in connection with this procurement and any resulting contract.

1.5 Specifications

1. ***REQUIREMENTS:***
   The successful bidder will be required to plow the parking lot and remove snow from designated sidewalks when there is **2 inches or more** of snow.
   Sidewalks are to be cleared of snow prior to the plowing of the parking lot and is to be done by use of shovel or snowblower.
   Driving onto the sidewalks and using the plow to clear the snow is not acceptable or allowed.
   Salting of pavement and sidewalk surfaces may be done the first time at the discretion of the vendor, once daily when the snowfall exceeds 2 inches. Any additional salting needed must be approved by Branch Supervisory Personnel and shall be noted on the verification slips provided.
   Unauthorized salting will not be approved for payment.

2. ***TIME:***
   All work must be done at least one hour prior to the time the Branch opens, but no more than two hours prior to the opening of any location to allow employees access to the premises.
   The successful bidder will be provided with snowplowing verification forms, the form must be completed each time the service is performed. The white copy is to be turned in daily into "Contractor's" drop box, on the day the work is performed, and the yellow copy is to be retained by the contractor for their records. All verifications sheets that are not turned in daily are subject to not being approved for payment.

3. ***APPROVAL OF WORK AND BILLING:***
   WROTB will be the final authority in determining whether the work performed is acceptable. Should branch personnel determine if the work performed is unacceptable, the successful bidder will be contacted and expected to correct same. It is imperative that the successful bidder works closely with Branch and maintenance personnel for verification of services performed.

4. ***CANCELLATION CLAUSE:***
   The contract may be cancelled upon thirty (30) days via written notice by either party.

5. ***DAMAGES:***
   The successful bidder must repair all damages that are incurred while snowplowing, including damage to parking bumpers, speed bumps, sidewalks, landscaping, or any other property of WROTBC.

6. ***LOCATIONS – DAYS OF SERVICE – BRANCH HOURS:***

2310 Clinton Street, Cheektowaga – Fire Lane Only

1042 Wehrle Drive, Williamsville

Sunday	12pm – 9pm
Monday – Thursday	11:30 am – 11 pm
Friday, Saturday	11:30 am – 11:30 pm

1.6 Insurance Requirements

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 WROTBC and (b) the Unlimited Indemnity shown in the contract documents is included." WROTBC shall be named as "additional insured" on bidder provided Certificate. Insurance to be primary and non-contributory and include waiver of subrogation.

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
WORKER'S COMPENSATION	Statutory State of New York	
	$1,000,000	Employer's Liability
DISIBILITY BENEFITS LIABILITY	Statutory State of New York	
PROFESSIONAL LIABILITY	$5,000,000	Each Claim
	$5,000,000	Policy Aggregate

1.7 Submission of Bid

To be considered, bidders must submit a complete response to this bid package. Bidders that do not respond to all requested information, or that fail to clearly identify any exceptions, may have their bids rejected.

Sealed bids will be received at the address below on or before 10:00 a.m. EST on Friday, November 20, 2026, at which 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 the following documents in order to be considered: Non-Collusion Bidding Certification pursuant to New York General Municipal Law § 103-d; Offerer's Affirmation of Understanding of and Agreement pursuant to New York State Finance Law § 139-j; Offerer's Certification of Compliance pursuant to New York State Finance Law § 139-k(5); Offerer Disclosure of Prior Non-Responsibility Determinations pursuant to New York State Finance Law § 139-k; references page; and any other forms required by this bid package.

1.8 Clarification of Specifications

Questions arising from this Invitation for Bids must be submitted in writing to the Procurement Officer listed in this bid package. Questions and answers, if any, will be provided by written addendum to all known recipients of the bid package. Each bidder must acknowledge receipt of all addenda in its bid. During the restricted period, bidders may not contact any WROTB officer, employee, representative, or consultant regarding this procurement except through the Procurement Officer or as otherwise permitted by law. Prohibited contact may be grounds for bidder 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 a bidder and/or to determine the bidder's capability to fulfill the terms and conditions described herein. WROTB reserves the right to visit a prospective bidder's place of business to determine the existence of the company and the management capabilities required to administer this contract. WROTB will not consider bidders that are in arrears to WROTB, in bankruptcy, or in the hands of a receiver at the time of bid submission or at any time of selection.

2.3 Reservation of Rights

WROTB reserves the right to reject any or all bids, in whole or in part, to waive any informality or irregularity in any bid, and to make an award only if WROTB determines that doing so is in its best interest. WROTB is not obligated by issuance of this Invitation for Bids to make an award. All bid materials submitted become the property of WROTB.

2.4 Material Submitted

All rights, title, and interest in materials submitted by a bidder shall vest in WROTB upon submission, without obligation or liability by WROTB to the bidder. WROTB may use materials submitted as necessary to evaluate the bid and administer any resulting contract.

2.5 Procurement Policy

Pursuant to New York State Finance Law §§ 139-j and 139-k, this Invitation for Bids includes and imposes certain restrictions on communications between WROTB and bidders during the procurement process. Bidders are restricted from making contacts during the restricted period except with WROTB's designated Procurement Officer or as otherwise permitted by law. WROTB's Procurement Officer for this procurement is identified in this bid package. Bidders must submit the required New York State Finance Law § 139-j Affirmation of Understanding, New York State Finance Law § 139-k Certification of Compliance, and New York State Finance Law § 139-k Disclosure of Prior Non-Responsibility Determinations. Certain findings of non-responsibility may result in rejection for contract award, and two findings within a four-year period may result in debarment from obtaining procurement contracts. Further information about these requirements may be obtained from the Procurement Officer.

WROTB reserves the right to terminate any resulting contract if it is found that a certification filed by the bidder pursuant to New York State Finance Law § 139-k was intentionally false or intentionally incomplete. Upon such finding, WROTB may exercise its termination right by providing written notice to the bidder in accordance with the notice terms of the contract. WROTB further reserves the right to reject any or all bids if deemed to be in the best interest of WROTB and to waive any informalities or irregularities therein.

Bidder cannot currently, nor within the last five (5) years, be suspended, debarred, or similarly declared ineligible from state or federal contracting. By submitting a bid, bidder certifies that it is not currently under investigation by any state, local, or federal agency or authority.

FAILURE TO SUBMIT ANY REQUIRED ITEM WITH THE BID MAY BE CAUSE FOR REJECTION

Document Required	Bidders Initials
Bid Proposal	____
Acknowledgement of receipt of addenda	____
Non-Collusion Bidding Certification pursuant to New York General Municipal Law § 103-d	____
References	____
New York State Finance Law § 139-k Certification of Compliance	____
New York State Finance Law § 139-k Disclosure of Prior Non-Responsibility Determinations	____
New York State Finance Law § 139-j Affirmation of Understanding	____

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

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, the authorized representative 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 the representative's 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.

AUTHORIZED REPRESENTATIVE	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

YOU MUST SIGN AND RETURN THIS SHEET WITH YOUR BID

Offerer's Certification of Compliance
with State Finance Law § 139-k(5)

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 respec.t 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 a Government Entity 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: _____

Certifications and Standard Clauses

These Standard Clauses apply to this Invitation for Bids and any resulting contract issued by the **Western Regional Off-Track Betting Corporation (WROTB)**. Hereafter, the term *"WROTB"* shall be used to reference the Western Regional Off-Track Betting Corporation.

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.

Termination for Convenience
WROTB reserves the right to terminate the contract for convenience and without cause, upon thirty (30) days' written notice to the consultant. In the event of such termination, the consultant 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.

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

Compliance with Laws
The successful bidder 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.

Confidentiality
The successful bidder 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 or with the prior written consent of WROTB.

Records Retention and Work Product
WROTB reserves the right to require the successful bidder 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 goods or work product provided under the contract.

Assignment and Subcontracting
The bidder shall not assign, transfer, or subcontract any portion of the contract without the prior written consent of WROTB.

Indemnification
To the fullest extent permitted by law, the successful bidder shall defend, indemnify, and hold harmless WROTB, its affiliates, and their respective directors, officers, employees, representatives, and agents from and against any and all claims, actions, proceedings, losses, liabilities, damages, penalties, fines, costs, and expenses including attorneys' fees and costs, arising out of or relating to the bidder's bid, the bidder's performance under the contract, any act or omission of the bidder or its personnel, or any breach or default by the bidder.

Non-Discrimination
The bidder 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 bidder shall take affirmative steps to ensure that applicants are employed, and that employees are treated during employment, without regard to these protected categories.

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.**

The bidder 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 agreement.

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

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

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.

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.

Final Agreement
The bidder agrees and understands that this Invitation for Bids, the bidder's bid, any addenda, and any written award or purchase order issued by WROTB will be incorporated into and become part of the final agreement.

BID FORM

PROJECT NAME: **Western Regional Off-Track Betting Corporation**
Public Bid – Snowplowing Services

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 provisions and requirements of the Bidding Documents and the conditions under which the goods and services are required;

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 provide the goods and perform the Work 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 BIDS to furnish all 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.

NAME OF COMPANY SUBMITTING BID: _____

PART A: BASE BID SHEET – 2026 – 2028 Winter Season

2310 Clinton Street, Cheektowaga

Fire Lane Only Per Call Plowing

2026-2027 $_____ **2027-2028 $**_____

1042 Wehrle Drive, Williamsville

Per Call Plowing

2026-2027 $_____ **2027-2028 $**_____

Per Call Salting

2026-2027 $_____ **2027-2028 $**_____

SNOW REMOVAL – PLEASE PROVIDE AN HOURLY RATE FOR THE FOLLOWING EQUIPMENT

Loader

2026-2027 $_____ **2027-2028 $**_____

6-Wheel Dump Truck

2026-2027 $_____ **2027-2028 $**_____

PART B: OWNER'S EVALUATION OF BIDS

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

"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 Contractor's 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.

PART E: BIDDER'S EXECUTION OF BID FORM

The BIDDER, for good and valuable consideration, including the privilege of bidding for the OWNER'S proposed contract, hereby submits this executed Bid Form with the understanding that it will become binding if accepted by the OWNER through written award, purchase order, or other written contract document.

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

_____
(type or print)

_____
(authorized signature)

_____
(type or print name/title signed above)

Bidder's Legal Address

_____
(street address)

_____
(City/Town, State, Zip Code)

_____
(Phone)

_____
(Email)

_____
(Federal Tax ID or Social Security #)

END OF BID FORM