



**COUNTY OF ERIE**  
**MARK C. POLONCARZ**  
**COUNTY EXECUTIVE**  
**DIVISION OF PURCHASE**  
**INVITATION TO BID**

Bids, as stated below, will be received and publicly opened by the Division of Purchase in accordance with the attached specifications. FAX bids are unacceptable. Bids must be submitted in a sealed envelope to:

County of Erie  
 Division of Purchase  
 Attention: James D. Kucewicz, Buyer (716) 858-6336  
 95 Franklin Street, Room 1254  
 Buffalo, New York 14202-3967

**NOTE:** Lower left hand corner of envelope **MUST** indicate the following:

BID NUMBER: 217038-002

OPENING DATE: FEBRUARY 1, 2017 TIME: 11:00 AM

FOR: BUILDING MANAGEMENT SYSTEMS MAINTENANCE

SIEMENS  
 85 NORTHPOINTE PKWY STE 8  
 AMHERST NY 14228

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:

- EXHIBIT "A" - Assignment of Public Contracts
- EXHIBIT "B" - Purchases by Other Local Governments or Special Districts
- EXHIBIT "C" - Construction/Reconstruction Contracts
- EXHIBIT "D" - Bid Bond (Formal Bid)
- EXHIBIT "E" - Bid Bond (Informal Bid)
- EXHIBIT "EP" - Equal Pay Certification
- EXHIBIT "F" - Standard Agreement
- EXHIBIT "G" - Non-Collusive Bidding Certification
- EXHIBIT "H" - MBE/ WBE Commitment
- EXHIBIT "IC" - Insurance CLASSIFICATION "A"
- EXHIBIT "P" & EXHIBIT "PBI" - Performance Bond
- EXHIBIT "Q" - Confined Space Program Certification
- EXHIBIT "PW" - NYS Prevailing Wage

(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 30th day of January, 20 17

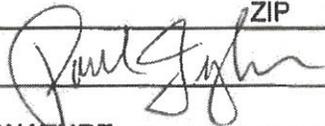
TERMS Net 30 DELIVERY DATE AT DESTINATION Erie County

FIRM NAME Siemens Industry, Inc. - Building Technologies Division

ADDRESS 85 Northpointe Parkway Suite 8

Amherst

ZIP 14228

AUTHORIZED SIGNATURE 

TYPED NAME OF AUTHORIZED SIGNATURE Paul P. Ingham

TITLE Branch Manager TELEPHONE NO. 716-568-0983

(Rev. 1/2000)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

**County of Erie**  
**DIVISION OF PURCHASE**  
**BID SPECIFICATIONS**

BID NO. 217038-002

Ship to:  
 Attention:  
 Address:

Ship Via:  
 Date Required at Destination:

ITEM NO.	QUANTITY	U/M	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Please furnish pricing for maintenance of building management		
			At various Erie County buildings per the attached specifications.		
			Term of contract is January 1, 2017 through December 31, 2018.		

**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** Siemens Industry, Inc. - Building Technology

## SPECIFICATIONS

### Article I – General Information

**1001-1** The Department of Public Works Division of Buildings and Grounds requires a custom maintenance service program for Siemens Building Management Systems (BMS) dedicated to the needs of the various Erie County facilities listed in this technical document. The BMS encompasses the APOGEE Building Automation System and the Siemens ALS3 Fire Alarm (FAS) with multiple workstations. Systems reside on the BMS County security network with servers (Located at 45 Elm St.) This will be a Two year contract for the term January 1, 2017 – December 31, 2018.

**1001-2** Any Service to the systems must be performed by factory certified technicians to ensure the integrity and listings of both systems are maintained.

**1001-3** the contractor assumes all associated liabilities and risks when performing maintenance to the County Wide Integrated Systems:

**1001-4** The County reserves the right to terminate (60 day written notice) at any time, for any reason, or suspend any part of the services described herein when conditions change, operation of a County facility reduced or discontinued or other similar circumstances take place. In the event of such termination suspension, payments for services shall suspend without penalty.

**1001-5** The contractor shall provide Full Comprehensive Parts and Labor (Including Emergency Calls) to include All BMS Servers, panels, end devices, input-output modules, temperature sensors, power supplies, controllers, modems, PC Workstations Monitors, Printers, software (upgrades) and field panel firmware (upgrades) are to be included.

**1001-6** Service on the Siemens APOGEE BAS (Fire Alarm and Network Coverage where noted) and at the following facilities:

- 1 - Youth Detention – 810 East Ferry Street, Buffalo, NY 14211 (Network/BAS and Fire Alarm Services)
- 2 - Rath Building – 95 Franklin Street, Buffalo, NY 14202 (Network/BAS and Fire Alarm Services)
- 3 - Erie County Family Court – 1 Niagara Square, Buffalo, NY 14202 (Network/BAS Services Fire Alarm 2018)
- 4 - Erie County Medical Mall – 1500 Broadway, Buffalo, NY 14212 (Network/BAS Services to be Time and Material)
- 5 - EOC Bunker – 1 Sheriff Drive, Orchard Park, NY 14127 ( Network/BAS and Fire Alarm Services)
- 6 - EC Fire Training Center - 3359 Broadway Street, Buffalo, NY 14227 (Network/BAS)
- 7\* - Public Safety Campus - 45 Elm Street, Buffalo, NY 14203 (Network) BAS 2018 & Fume Hood Certification 2018 Fire Alarm Services. Note: The BAS and Fume Hood certification is covered under a Commissioning Contract for 2017.
- 8 - Alden Correctional – 11581 Walden Avenue, Alden NY 14004 (Network Coverage) Note BMS Maintenance is currently under a Performance Contract.
- 9 - County Holding Center – 134 West Eagle Street, Buffalo, NY 14202 (Network Coverage BAS) Note: BMS Maintenance and Fire Alarm is currently under a Performance Contract.
- 10 - Erie County Human Services Center – 608 William Street, Buffalo, NY 14206 (Network/BAS and Fire Alarm Services)
- 11 - \*Alternate for Botanical Gardens – 2655 South Park Avenue, Buffalo, NY 14218 (Network Coverage ) ( Alternate BAS and Fire Alarm Services )

### Article II - Qualification of Bidders

**2001-1** The contractor shall provide authorized factory trained service specialists and engineering to perform service, maintenance and repairs to the Building Automation System. The Contractor shall provide current documentation (At Time of Bid) of factory training of Service Specialists and Engineers for programming, system troubleshooting, system modification and repair to the Siemens APOGEE BAS. The successful contractor shall have a factory certified field office located within a 75-mile radius of Erie County.

**2001-2** The contractor will have successfully completed APOGEE Programming courses and certified to install the latest versions of software and firmware for the BAS. The contractor shall have access to electronic source documentation and Field Support for required software and firmware updates.

**2001-3** The contractor shall need to access to Siemens APOGEE controllers, software and firmware from a certified factory. The contractor shall stock essential spare parts and materials (refurbished parts shall not be acceptable) in their local warehouse or on-site at the County facility in the event of emergency needs.

**2001-4** The contractor shall a qualified field service organization for a minimum of fifteen years. The contractor shall be an established, certified building automation agency capable of performing all work described by their full time employees. No portion of this contract shall be subcontracted to others.

**2001-5** The contractor shall have a flawless record with the New York State Department of Labor. Any infractions within the past ten years, specifically regarding prevailing rate will be subject to disqualification of bidder. Note: Prevailing wage labor rate

### **Article III – Scope of Services**

**3001-1** The service specialists shall perform (**monthly**) reporting and documentation functions that will allow the Contractor to provide the Owner with a detailed service report regarding time, date, location and cause of each critical failure alarm as well as time, date, location and work done for each time the system is tested. On a monthly basis, the Contractor shall provide the Owner with a report as described above for the previous month's service. This report will be given to an owner's representative from Erie County and can be e-mailed.

**3001-2** During the term of the contract, the Contractor shall provide both online and onsite emergency support 24 hours per day, 7 days per week as described below for the BAS. **Response time (online and onsite) shall be two hours from time of call for service.**

**3001-3 Reno System** - During the term of this contract, the Reno alarm notification system to be serviced and maintained and any new points to be added at no additional cost.

#### **3001-4 Remote Support:**

In the event of a service call the Contractor shall respond via secure remote access within 2 hours of notification of the event. The contractor shall attempt to resolve any issues and if needed provide on-site service within 2 hours if the situation can't be resolved. All documentation will be provided to the Owner detailing the service call.

#### **3001-5 Onsite Support:**

The contractor shall provide this service between scheduled service calls and respond onsite at your facility within 4 hours for critical emergencies, or within 8 hours for non-emergency conditions, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. Critical emergencies, as determined by your staff, are failures at a system or panel level that would result in the loss of the operation of an entire section of a building or place the facility at high risk.

#### **3001-6 Network Analysis and Optimization:**

Two (2) times per year the Contractor shall perform a complete suite of diagnostics on the BAS network. These diagnostics shall include analysis and trouble shooting of network between 45 Elm St. Network Center and each of the Erie County connected facilities.

#### **3001-7 Hardware Support:**

The successful contractor shall provide 24 hour support for the BAS servers and associated components throughout the term of this contract. The Contractor shall have access to and be familiar with the serial number and location of each server, client and workstation belonging to the EICN. The specific scope of responsibility for the server hardware and client machines is listed in the paragraphs labeled Network Coverage.

#### **3001-8 Network Preventative Maintenance:**

The successful Contractor shall provide certified network technicians to perform preventative maintenance on the servers on a quarterly basis. Documentation of service and location shall be provided and given to the owner

#### **3001-9 Control Loop Tuning:**

Control loops drift out of calibration with changes in mechanical efficiency, building use, and climatic conditions. The contractor will ensure control loops for devices such as valves, dampers, actuators, etc.; experience minimized overshooting and oscillatory behavior. The control loops to be included as part of this service, are itemized in the List of Maintained Equipment in this service agreement.

#### **3001-10 Data Protection & Data Recovery Services:**

The Contractor will perform scheduled database back-ups of your workstation database & graphics and / or field panel databases and provide safe storage of this critical business information. Should a catastrophic event occur, we will respond onsite (or online service is included in this service agreement) to reload the databases and system files from our stored back-up copy, to restore system operation as soon as possible. All equipment to be included as part of this service.

#### **3001-11 Preventive Maintenance:**

Provide preventive maintenance in accordance with a program of routines as determined by facility requirements, equipment application and location. The list of field panels and/or devices, included under this service, is identified in the List of Maintained Equipment in this service agreement. Automation controls can drift out of calibration with changes in HVAC component performance characteristics, building use, and climatic conditions. This service will extend equipment life, reduce energy consumption, and reduce the risk of costly and disruptive breakdowns.

### **3001-12 Software Upgrades:**

The successful contractor will provide you with software and documentation updates to your existing BAS software as they become available (approximately annually). Included is onsite training to familiarize you with the new features and their associated benefits. All gateways and interfaces needed for software upgrades shall be provided by the Contractor and installed prior to software upgrades. If an upgrade to the servers is required than all upgrades shall be in accordance with UL guidelines to ensure the integrity of the system. The Contractor assumes all liability for the Siemens and EICN BAS equipment associated with upgrades to the software.

### **3001-13 DDC Panel Firmware Upgrades:**

The Contractor shall provide and install any new or upgrade panel processor that is released by the Contractor during the course of this agreement. The new or upgrade firmware shall be provided for all installed BAS field panels. Additionally the Contractor shall provide, at the project site, training detailing the impact of this new process and instructing the County personnel on how to incorporate the new features into the operation of the BAS.

### **3001-14 Repair and Replacement:**

The Contractor shall provide all repair labor and materials to maintain the BAS in operable condition. The intent is to ensure the entire BAS is maintained in operating condition and downtime is limited. The Contractor will be responsible to all controllers, software, sensors, end devices, switches, motors and firmware. Damages to equipment resulting from accidents, fire, water, storm or negligence by the owner for any reason beyond the Contractors control other than normal wear and tear, shall not be the responsibility of the Contractor. All equipment covered under this service is itemized the Equipment table. This service is also applicable to all Fire Alarm equipment itemized in the Equipment table for the specific facilities listed.

### **3001-15 Account Management:**

In order to ensure that all of the Contractor's efforts are being delivered in a coordinated manner, and to provide oversight and management of the contractual responsibilities under this agreement, the Contractor shall assign a project manager with full responsibility and authority to act on the Contractor's behalf. The lead service specialist for the project and account executive shall not be accepted as the Account Manager; it must be a member of the Contractor's staff with the responsibility of managing the implementation of this agreement.

### **3001-16 Fire Alarm Testing:**

The Contractor shall inspect, test, clean, adjust and repair or replace all system devices and components to maintain proper system operation and integrity per NFPA 72 Standards. All manual initiated devices shall be activated and alarm verified at the main panel. All automatic sensing devices shall be cleaned and initiated and their alarm signal verified at the main panel. All audible and visual alarm devices shall have their operation verified. Audible devices are to be tested at times to minimize occupant disruptions, coordinate with Facility Stationary Engineers.

### **3001-17 Underwriters Laboratory Listings:**

The Contractor shall provide material coverage and certified specialists for work on any product with a UL listing. This includes controllers and workstations at County facilities.

**Article IV Erie County Network Coverage**

**4001-1** The Erie County Department of Public Works Buildings and Grounds Division require a maintenance contract for the Siemens Building Automation System at the County Operations Center (COC) in Downtown Buffalo, located at 45 Elm Street. The BAS encompasses the entire Erie County system servers and clients at the Operations Center for the Siemens APOGEE BAS. The system is used to monitor fire alarm and temperature control points throughout the County facilities. Any services provided on the system must be performed by authorized factory certified technicians to ensure the integrity of the system is maintained. The BAS at COC is used for central monitoring for the Erie County DPW and is required to be operational at all times. The contractor assumes all associated risk and liability when performing service on the system.

**4001-2** The County Network Operations (Located at 45 Elm St) BAS is tied into the Erie County Emergency Information Control Network "Security Network" (EICN). The contractor assumes all risk and liability for the EICN when servicing the BAS and associated systems. All and any upgrades to the BAS will be compatible with the EICN and performed with the coordination of the Erie County DPW. The EICN encompasses the BAS at the following facilities:

- Youth Detention – 810 East Ferry Street, Buffalo, NY 14211
- Rath Building – 95 Franklin Street, Buffalo, NY 14202
- Erie County Family Court – 1 Niagara Square, Buffalo, NY 14202
- Erie County Medical Mall – 1500 Broadway, Buffalo, NY 14212
- EOC Bunker – 1 Sheriff Drive, Orchard Park, NY 14127
- EC Fire Training Center - 3359 Broadway Street, Buffalo, NY 14227
- Public Safety Campus - 45 Elm Street, Buffalo, NY 14203
- Alden Correctional – 11581 Walden Avenue, Alden NY 14004
- County Holding Center – 134 West Eagle Street, Buffalo, NY 14202
- Botanical Gardens – 2655 South Park Avenue, Buffalo, NY 14218
- Erie County Human Services Center – 608 William Street, Buffalo, NY 14206

**Article V Repair and Replacement:** The Contractor shall **provide all repair labor and materials** to maintain the BAS in operable condition. The intent is to ensure the entire BAS is maintained in operating condition and downtime is limited. The Contractor will be responsible to all servers, workstations, clients, monitors, printers and software. Damages to equipment resulting from accidents, fire, water, storm or negligence by the owner for any reason beyond the Contractors control other than normal wear and tear, shall not be the responsibility of the Contractor.

**Article VI Payment**

Payment for the services is to be made in quarterly installments upon receipt of invoice and attached service reports. Payments will not be released without proper detailed documentation of services and certified payroll required by Department of Labor.

Annual Cost for years 2017 and 2018 as Follows:

Facility #1 Youth Detention	2017	<u>\$41,000</u>	2018	<u>\$43,500</u>
Facility #2 Rath Building	2017	<u>\$67,526</u>	2018	<u>\$71,286</u>
Facility #3 Family Court	2017	<u>\$6,418</u>	2018	<u>\$46,540</u>
Facility #4 Medical Mall	2017	<u>\$6,418</u>	2018	<u>\$8,828</u>
Facility #5 EOC Bunker	2017	<u>\$15,473</u>	2018	<u>\$17,883</u>
Facility #6 EC Fire Training	2017	<u>\$13,518</u>	2018	<u>\$15,928</u>
Facility #7 Public Safety	2017	<u>\$17,900</u>	2018	<u>\$68,500</u>
Facility #8 Correctional Facility (Alden)	2017	<u>\$6,418</u>	2018	<u>\$8,828</u>
Facility #9 Holding Center	2017	<u>\$6,418</u>	2018	<u>\$8,828</u>
Facility #10 608 William	2017	<u>\$15,473</u>	2018	<u>\$17,883</u>
Facility #11 Botanical Gardens (Network)	2017	<u>\$6,418</u>	2018	<u>\$8,828</u>
Botanical BMS & Fire Alarm (Alternate)	2017	<u>\$12,860</u>	2018	<u>\$13,100</u>
Total	2017	<u>\$215,840</u>	2018	<u>\$316,832</u>
				<u>329,932</u>

**Note: Details for Coverage Listed In Article 1001-6**

List Hourly Labor Rates for services not covered under this Specification

Regular Rate \$130.<sup>00</sup> Holiday Rate 217.<sup>00</sup>

Overtime Rate 186.<sup>00</sup>

Any Questions Regarding this Specification Contact: Earl Zeeb @ [Earl.zeeb@erie.gov](mailto:Earl.zeeb@erie.gov)

**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.  
ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

**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**

22. CONTRACTOR SHALL CLEAN UP and remove all debris and rubbish resulting from the work and leave the premises broom clean to the approval of the department head.
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.

# County of Erie

DIVISION OF PURCHASE

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

FIRM NAME Siemens Industry, Inc. - Building Technologies Division

ADDRESS OF PRINCIPAL OFFICE STREET 85 Northpointe Parkway Suite 8

CITY Amherst

AREA CODE 716 PHONE 568-0983 STATE New York ZIP 14228

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: N/A

ADDRESS OF LOCAL OFFICE STREET 85 Northpointe Parkway Suite 8

CITY Amherst

AREA CODE 716 PHONE 568-0983 STATE NY ZIP 14228

NAMES AND ADDRESSES OF PARTNERS:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**State of New York  
Department of State } ss:**

I hereby certify, that SIEMENS BUILDING TECHNOLOGIES, INC., a DELAWARE corporation, filed an Application for Authority to do business in the State of New York on 10/09/1998. I further certify that so far as shown by the records of this Department, such corporation is still authorized to do business in the State of New York.

A certificate changing name to SIEMENS INDUSTRY, INC. was filed on 10/07/2009.



\*\*\*

*WITNESS my hand and the official seal  
of the Department of State at the City of  
Albany, this 13th day of May two  
thousand and fourteen.*

*Anthony Scardino*

*Executive Deputy Secretary of State*

***STATE OF NEW YORK***

***DEPARTMENT OF STATE***

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of  
the Department of State, at the City of  
Albany, on October 7, 2009.



A handwritten signature in black ink, appearing to read "Daniel E. Shapiro".

Daniel E. Shapiro  
First Deputy Secretary of State

091007000 287

CT-07

CERTIFICATE OF AMENDMENT OF  
APPLICATION FOR AUTHORITY  
OF

Siemens Building Technologies, Inc.  
UNDER SECTION 1309 OF THE BUSINESS CORPORATION LAW

1. The name of the corporation as it appears on the index of names of existing domestic and authorized foreign corporations of any type or kind in the Department of State, Division of Corporations, is Siemens Building Technologies, Inc.

The fictitious name the corporation has agreed to use in New York pursuant to paragraph (d) of section 1301 of the Business Corporation Law is \_\_\_\_\_

2. It is incorporated under the laws of Delaware

3. The date it was authorized to do business in New York was 10/9/1998

4. The Application for Authority is amended:

(a) To change the name of the corporation from Siemens Building Technologies, Inc. to Siemens Industry, Inc.; said change having been effected under the laws of the jurisdiction of its incorporation on 10/1/2009

The fictitious name which the corporation agrees to use in New York is \_\_\_\_\_

(b) To change the purposes which the corporation proposes to do in New York to read as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The corporation is authorized to do in the jurisdiction of its incorporation the business which it proposes to do in New York.

(c) To change the location of the corporation's office in New York from \_\_\_\_\_ County to \_\_\_\_\_ County.

(d) To change its jurisdiction of Incorporation to \_\_\_\_\_, as permitted by \_\_\_\_\_ of \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_, said change having been effected on \_\_\_\_\_. Annexed to this Certificate is the certificate from the corporation's new jurisdiction of Incorporation as required by paragraph (b) of section 1309 of the Business Corporation Law of New York.

Siemens Industry, Inc.

\_\_\_\_\_  
(New name of corporation)

By \_\_\_\_\_

Daniel Hislip, Secretary

CT-07

0910070000 287

CERTIFICATE OF AMENDMENT  
OF THE  
APPLICATION OF AUTHORITY  
OF

SIEMENS BUILDING TECHNOLOGIES, INC.

UNDER SECTION 1309 OF THE BUSINESS CORPORATION LAW

FILED  
2009 OCT -7 AM 11:08

lec

STATE OF NEW YORK  
DEPARTMENT OF STATE

FILED OCT 07 2009

TAXS \_\_\_\_\_  
BY: JMC

ONONDAGA

Filed by: Siemens Corporation  
170 Wood Avenue South  
Iselin, NJ 08830

NY102 - 03/11/02 CT System Online

2009 OCT -6 PM 4:06

RECEIVED

cost ref: 7670705LT

DRAWDOWN

# 1 of 2

300

FILING RECEIPT

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ENTITY NAME: SIEMENS INDUSTRY, INC.

DOCUMENT TYPE: AMENDMENT (FOR. BUS)  
NAME

COUNTY: ONON

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FILED: 10/07/2009 DURATION: \*\*\*\*\* CASH#: 091007000300 FILM #: 091007000287

FILER:

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SIEMENS CORPORATION  
170 WOOD AVENUE SOUTH

ISELIN, NJ 08830

ADDRESS FOR PROCESS:

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REGISTERED AGENT:

=====

SERVICE COMPANY: CT CORPORATION SYSTEM - 07

SERVICE CODE: 07

FEEs            120.00  
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FILING           60.00  
TAX              0.00  
CERT             0.00  
COPIES           10.00  
HANDLING        50.00

PAYMENTS       120.00  
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CASH             0.00  
CHECK            0.00  
CHARGE           0.00  
DRAWDOWN        120.00  
    OPAL           0.00  
REFUND           0.00

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7670705LT

DOS-1025 (04/2007)

CT-07

091007000 297

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE CERTIFICATE OF MERGER, WHICH MERGES:

"SIEMENS ENERGY & AUTOMATION, INC.", A DELAWARE CORPORATION, WITH AND INTO "SIEMENS BUILDING TECHNOLOGIES, INC." UNDER THE NAME OF "SIEMENS INDUSTRY, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, WAS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-THIRD DAY OF SEPTEMBER, A.D. 2009, AT 6:07 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF OCTOBER, A.D. 2009, AT 12:05 O'CLOCK A.M.

0786939 8330

090908477

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 7564857

DATE: 10-05-09



I further designate and acknowledge that the signature(s) of the person(s) delegated above is (are) binding upon the SII Building Technologies Division in the above identified circumstances and shall have the same force and effect as would my signature.

PETERS Jr  
Joseph

Digitally signed by PETERS Jr Joseph  
DN: serialNumber=Z000E6SF,  
givenName=Joseph, sn=PETERS Jr,  
o=Siemens, cn=PETERS Jr Joseph  
Date: 2016.11.17 04:28:38 -05'00'

Signature

*The person making the delegation is responsible for retaining a copy of the document delegating their authority for future reference. In addition, it is the responsibility of the FBA within that area of responsibility to maintain records of the "Fixed or Temporary Delegations to a Deputy" within their organization. For example, the Business Unit/Business Line/Location FBA is responsible for documenting the delegations assigned within their Business Unit/Business Line/Location. The Business Unit/Business Line/Location/HQ FBA's are responsible for maintaining records for fixed delegations within their organizations and filing the original with the Legal Department.*

*Signature authority cannot be delegated to a non-employee of Siemens. Delegations are automatically void when the employee leaves the organizational unit concerned or changes to a different field of responsibility from the one for which the authorization was granted. In such a case, the employee's disciplinary superior is responsible for the prompt deletion of authorizations. If a delegation is wilfully misused, it must be immediately withdrawn.*

**ACKNOWLEDGEMENT OF  
APPOINTED SIGNATURE AUTHORITY FROM  
PRESIDENT DAVID HOPPING  
AND VICE PRESIDENT FINANCE & BUSINESS ADMINISTRATION ANTON DUVALL**

**SIEMENS INDUSTRY, INC. – BUILDING TECHNOLOGIES DIVISION**

- A. We, the undersigned, David Hopping, President, and Anton Duvall, Vice President Finance & Business Administration, of the Building Technologies Division of Siemens Industry, Inc. (the "Corporation") a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested by the Board of Director's of Siemens Industry, Inc. and in accordance with the By-Laws of the Corporation and the laws of said State, do hereby acknowledge that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Building Technologies Division of the Corporation, any bids, proposals, bonds, releases and waivers of liens, and any certificates, affidavits, or ancillary documents in connection therewith; any licensing qualification or registration filings, returns, certifications or questionnaires; any contracts, leases, agreements, guarantees and any certificates, affidavits, or ancillary documents in connection therewith, up to and including a transactional limit of \$5,000,000; and any releases, compromises or settlements in connection with claims or disputes arising out of any such transaction.

<u>AUTHORIZED SIGNATORIES</u>	
<u>Field Sales and Operations</u>	
<u>Business Operations (Name/Position)</u>	<u>Finance/Central Support Function (Name/Position)</u>
Dana Soukup, Sr. Vice President Field Operations	Peter Kamps, Vice President, Division Finance and Business Administration

- B. We, the undersigned, David Hopping, President, and Anton Duvall, Vice President Finance & Business Administration, of the Building Technologies Division of Siemens Industry, Inc. (the "Corporation") a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested by the Board of Director's of Siemens Industry, Inc. and in accordance with the By-Laws of the Corporation and the laws of said State, do hereby acknowledge that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Building Technologies Division of the Corporation, any bids, proposals, bonds, releases and waivers of liens, and any certificates, affidavits, or ancillary documents in connection therewith; any licensing qualification or registration filings, returns, certifications or questionnaires; any contracts, leases, agreements, guarantees and any certificates, affidavits, or ancillary documents in connection therewith, up to and including a transactional limit of \$5,000,000; and any releases, compromises or settlements in connection with claims or disputes arising out of any such transaction.

<u>AUTHORIZED SIGNATORIES</u>	
<u>Business Unit Leaders</u>	
<u>Control Product and Systems (CPS)</u>	
<u>Business Operations (Name/Position)</u>	<u>Finance/Central Support Function (Name/Position)</u>
John Karczmarczyk, Vice President BU, Control Products and Systems	Nico Von Delius, Sr. Director BU, Finance and Business Administration

C. We, the undersigned, David Hopping, President, and Anton Duvall, Vice President Finance & Business Administration, of the Building Technologies Division of Siemens Industry, Inc. (the "Corporation") a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested by the Board of Director's of Siemens Industry, Inc. and in accordance with the By-Laws of the Corporation and the laws of said State, do hereby acknowledge that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Building Technologies Division of the Corporation, any bids, proposals, bonds, releases and waivers of liens, and any certificates, affidavits, or ancillary documents in connection therewith; any licensing qualification or registration filings, returns, certifications or questionnaires; any contracts, leases, agreements, guarantees and any certificates, affidavits, or ancillary documents in connection therewith, up to and including a transactional limit of \$1,000,000; and any releases, compromises or settlements in connection with claims or disputes arising out of any such transaction.

<u>AUTHORIZED SIGNATORIES</u> <u>Solutions and Service Portfolio (SSP)</u>	
<u>Business Operations</u> <u>(Name/Position)</u>	<u>Finance/Central Support Function</u> <u>(Name/Position)</u>
Brad Haeberle, Vice President SSP	David Galla, Vice President Finance and Business Administration, SSP

D. We, the undersigned, David Hopping, President, and Anton Duvall, Vice President Finance & Business Administration, of the Building Technologies Division of Siemens Industry, Inc. (the "Corporation") a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested by the Board of Director's of Siemens Industry, Inc. and in accordance with the By-Laws of the Corporation and the laws of said State, do hereby acknowledge that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Building Technologies Division of the Corporation, any bids, proposals, bonds, releases and waivers of liens, and any certificates, affidavits, or ancillary documents in connection therewith; any licensing qualification or registration filings, returns, certifications or questionnaires; any contracts, leases, agreements, guarantees and any certificates, affidavits, or ancillary documents in connection therewith, up to and including a transactional limit of \$100,000; and any releases, compromises or settlements in connection with claims or disputes arising out of any such transaction.

<u>AUTHORIZED SIGNATORIES</u> <u>Sales and Business Excellence</u>	
<u>Business Operations</u> <u>(Name/Position)</u>	<u>Finance/Central Support Function</u> <u>(Name/Position)</u>
Rich Cillessen, Sr. Director Sales Excellence	Linda Li, Manager Finance and Business Administration Sales Excellence
Tom Strollo, Sr. Director Business Excellence	Linda Li, Manager Finance and Business Administration Business Excellence

E. We, the undersigned, David Hopping, President, and Anton Duvall, Vice President Finance & Business Administration, of the Building Technologies Division of Siemens Industry, Inc. (the "Corporation") a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested by the Board of Director's of Siemens Industry, Inc. and in accordance with the By-Laws of the Corporation and the laws of said State, do hereby acknowledge that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Building Technologies Division of the Corporation, any bids, proposals, bonds, releases and waivers of liens, and any certificates, affidavits, or ancillary documents in connection

therewith; any licensing qualification or registration filings, returns, certifications or questionnaires; any contracts, leases, agreements, guarantees and any certificates, affidavits, or ancillary documents in connection therewith, up to and including a transactional limit of \$3,000,000; and any releases, compromises or settlements in connection with claims or disputes arising out of any such transaction.

<u>AUTHORIZED SIGNATORIES</u>	
<u>Field</u>	
<u>Business Operations (Name/Position)</u>	<u>Finance/Central Support Function (Name/Position)</u>
Andrew Krynen, Pacific Zone Vice President	Dirk Rauber, Pacific Zone Finance and Business Administration
Craig Banaszewski, Southwest Zone Vice President	Ahmed Hernandez, Southwest Zone Finance and Business Administration
Paul Hayes, Midwest Zone Vice President	Kai Hagen, Midwest Zone Finance and Business Administration
David Seraikas, Southeast Zone Vice President	Kerin Payne, Southeast Zone Finance and Business Administration
Bob Suermann, Atlantic Zone Vice President	Carol Young, Atlantic Zone Finance and Business Administration
Joe Peters, Northeast Zone Vice President	Jim Gerlach, Northeast Zone Finance and Business Administration
Mike Kearney, Enterprise Zone Vice President	Vic Percy, Enterprise Zone Finance and Business Administration

- F. We, the undersigned, David Hopping, President, and Anton Duvall, Vice President Finance & Business Administration, of the Building Technologies Division of Siemens Industry, Inc. (the "Corporation") a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested by the Board of Director's of Siemens Industry, Inc. and in accordance with the By-Laws of the Corporation and the laws of said State, do hereby acknowledge that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Building Technologies Division of the Corporation, any bids, proposals, bonds, releases and waivers of liens, and any certificates, affidavits, or ancillary documents in connection therewith; any licensing qualification or registration filings, returns, certifications or questionnaires; any contracts, leases, agreements, guarantees and any certificates, affidavits, or ancillary documents in connection therewith, up to and including a transactional limit of \$5,000,000; and any releases, compromises or settlements in connection with claims or disputes arising out of any such transaction.

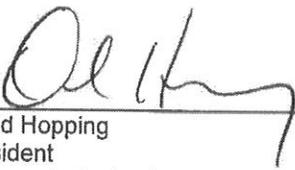
<u>AUTHORIZED SIGNATORIES</u>
<u>Procurement</u>
<u>Finance/Central Support Function (Name/Position)</u>
Carl Oberland, Vice President Procurement

- G. We further acknowledge that each of the signatures of the persons referred to in paragraph A, B, C, D, E and F are binding upon the Corporation.

- H. We further acknowledge that any document shall require the signature of two (2) of the above Authorized Signatories, one each from Business Operations and from Finance/Central Support Functions, whom shall have the requisite signature authority to be legally binding upon the Corporation.
- I. We further acknowledge that each of the persons referred to herein is authorized to delegate such person's authority hereunder to additional members of his or her management team up to the limit of such person's delegation of authority, provided that such delegation is in written form signed by the delegator and filed with the Legal Department.
- J. We further acknowledge that the Secretary or an Assistant Secretary of the Corporation is authorized to issue certifications attesting to the incumbency, authority and status of any of the persons referred to in this resolution.

**IN WITNESS WHEREOF**, we have hereunto subscribed our names and affixed the corporate seal of the said Corporation, as of the 15th day of October, 2016



  
\_\_\_\_\_  
David Hopping  
President  
Siemens Industry, Inc.  
Building Technologies Division

  
\_\_\_\_\_  
Anthony Duvall  
Vice President, Finance and Business Administration  
Siemens Industry, Inc.  
Building Technologies Division



## County of Erie

MARK C. POLONCARZ  
COUNTY EXECUTIVE

DIVISION OF PURCHASE

### ASSIGNMENT OF PUBLIC CONTRACTS

#### GENERAL MUNICIPAL LAW - Section 109:

1. A clause shall be inserted in all specifications of contracts hereafter made or awarded by an officer, board or agency of a political subdivision, or any district therein, prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

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

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

(Rev. 12/01/93)



**COUNTY OF ERIE**  
**MARK C. POLONCARZ**  
**COUNTY EXECUTIVE**  
**DIVISION OF PURCHASE**

PURCHASES BY OTHER LOCAL GOVERNMENTS OR SPECIAL DISTRICTS

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

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

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

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

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

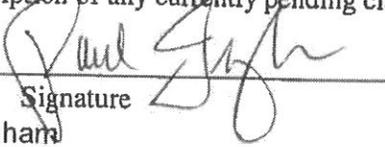
AKRON CENTRAL SCHOOL DISTRICT, District Clerk, 47 Bloomingdale Ave., Akron, NY 14001  
 AKRON VILLAGE OF, Clerk-Treasurer, 21 Main St., Akron, NY 14001  
 ALDEN CENTRAL SCHOOL DISTRICT, District Clerk, 13190 Park St., Alden, NY 14004  
 ALDEN TOWN OF, Town Clerk, Town Hall, 11901 Broadway, Alden, NY 14004  
 ALDEN VILLAGE OF, Village Clerk, 13336 Broadway, Alden, NY 14004  
 AMHERST CENTRAL SCHOOL DISTRICT, Business Manager, 4301 Main St., Amherst, NY 14226  
 AMHERST TOWN OF, Highway Superintendent, Town Hall, 5583 Main St., Williamsville, NY 14221  
 AMHERST TOWN OF, Town Supervisor, Town Hall, 5583 Main St., Williamsville, NY 14221  
 ANGOLA VILLAGE OF, Clerk-Treasurer, 41 Commercial St., Angola, NY 14006  
 AURORA TOWN OF, Town Clerk, Town Hall, 5 S. Grove St., E. Aurora, NY 14052  
 BLASDELL VILLAGE OF, Clerk-Treasurer, 121 Miriam St., Blasdell, NY 14219  
 BOCES, ERIE #1, Clifford N Crooks Svc. Ctr., 355 Harlem Rd. West Seneca NY 14224-1892  
 BOCES, ERIE CATTARAUGUS #2, Assistant Superintendent, 3340 Baker Rd., Orchard Park, NY 14127  
 BOSTON TOWN OF, Town Clerk, Town Hall, 8500 Boston State Rd., Boston, NY 14025  
 BRANT TOWN OF, Town Clerk, Town Hall, Brant North Collins Rd., Brant, NY 14027  
 BUFFALO BOARD OF EDUCATION, Purchasing Agent, 408 City Hall, Buffalo, NY 14202  
 BUFFALO CITY OF, Division of Purchasing, 1901 City Hall, Buffalo, NY 14202  
 BUFFALO 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 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  
 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  
 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"). 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 Equal Pay Law. We certify that we have not been the subject of an adverse finding under the Equal Pay Law within the previous five years and, in the alternative, if we were the subject of an adverse finding under the Equal Pay Law within the previous five years, we have annexed a detailed description of the finding(s). In addition, we have annexed a detailed description of any currently pending claims under the Equal Pay Law in which we are involved.

  
Signature

Paul P. Ingham

**Verification**

STATE OF New York )  
COUNTY OF Erie ) SS:

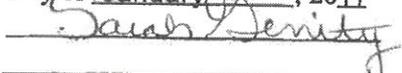
A)

\_\_\_\_\_, 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)

Paul P. Ingham, being duly sworn, states that he or she is the Name of ~~XXXXXX~~ Branch Manager, of Siemens Industry, Inc., 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 30th  
Day of January, 2017



SARAH GERRITY  
No. 01GE4793530  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires Oct. 31, 2017



# County of Erie

MARK C. POLONCARZ  
COUNTY EXECUTIVE

DIVISION OF PURCHASE

## STANDARD AGREEMENT

This AGREEMENT, made as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

by and between \_\_\_\_\_

of \_\_\_\_\_

hereinafter referred to as the Contractor, and the County of Erie, a municipal corporation of the State of New York, hereinafter referred to as the County:

WHEREAS, in accordance with public open competitive bidding, sealed proposals were received and publicly opened by the County of Erie, Division of Purchase

on \_\_\_\_\_ at \_\_\_\_\_

for: \_\_\_\_\_

WHEREAS, the bid of the Contractor submitted in accordance therewith, the sum

of \$ \_\_\_\_\_ Dollars,

was the lowest responsible bid submitted; and

WHEREAS, a contract is hereby awarded to the Contractor by the County, in accordance with the provisions therein contained; and

WHEREAS, the Notice to Bidders and Specifications make provisions for entering into a proper and suitable contract in connection therewith;

NOW, therefore, the Contractor does hereby for its heirs, executors, administrators and successors agree with the County of Erie that, the Contractor shall for the consideration mentioned, and in the manner set forth in Accepted Invitation to Bid No. \_\_\_\_\_, Specifications and Provisions of Law annexed hereto and forming a part of this contract, furnish the equipment and materials and perform the work and services described in the Accepted Bid for the above sum.

\_\_\_\_\_ Paid monthly upon presentation of invoices.

\_\_\_\_\_ Upon delivery, completion and approval of the work, as per specifications.

Please refer to the Invitation to Bid (Page 1) and the Instructions to Bidders which are part of this agreement.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

COUNTY OF ERIE

Contractor \_\_\_\_\_

by \_\_\_\_\_  
Director of Purchase

by \_\_\_\_\_

Title \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Assistant County Attorney  
County of Erie, New York

\_\_\_\_\_ (date)



County of Erie  
MARK C. POLONCARZ  
COUNTY EXECUTIVE

DIVISION OF PURCHASE

**MBE/WBE COMMITMENT**

The Erie County Legislature enacted Local Law No. 5 requiring a minority and women-owned business utilization commitment by persons or firms contracting with the County of Erie for supplies, materials, equipment, and insurance.

SECTION 1.

A. The supplier of all purchase contracts involving an expenditure of more than \$15,000.00 shall take affirmative action to utilize bona fide minority business enterprises (MBE) and women business enterprises (WBE) on all contracts with the County. Affirmative action shall include, but not limited to:

1. Utilizing a source list of MBEs and WBEs; and
2. Solicitation of bids from MBEs and WBEs; and
3. Providing MBEs and WBEs sufficient time to submit proposals in response to solicitations; and
4. Maintaining records showing utilization of MBEs and/or WBEs specific efforts to identify and utilize these companies; and

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

B. All bidders must submit, with a bid, a list of all MBEs and WBEs from whom the supplier has solicited bids, or with whom the supplier has signed a binding contractual agreement, or with whom the contractor is presently negotiating an agreement, for the purpose of meeting the MBE and WBE utilization goals provided in subdivision (A) (5) above. 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 MBEs and WBEs 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 (A) (5) where the availability of MBEs and/or WBEs in the market area of the contract is less than the ten percent (10%) MBE goal and two percent (2%) WBE goal.

C. As evidence of compliance with the goals set forth in subdivision (A) (5) above, the supplier shall submit to the Director or Purchasing, at the bid opening, a schedule for MBE and WBE participation listing the MBEs and WBEs 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 and WBE. A copy of the participating schedule will be forwarded to the Division of E.E.O. 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 and WBE (unless a waiver is requested in one of those categories), indicating the agreed upon price and scope of work, shall be provided.

D. As evidence of compliance with the goals set forth in subdivision (A) (5) above, the supplier shall provide to the County Division of E.E.O., copies of all the subcontracts and/or purchase agreements with the MBEs and WBEs within fifteen (15) days of contract award.

E. For the purpose of this section, the term "minority business enterprise" shall mean a business which performs a commercially useful function, at least fifty-one percent (51%) of which is owned by minority group members or, in the case of a publicly-owned business, at least fifty-one percent (51%) of all stock is owned by minority group members. Such ownership shall be certified by the County Division of E.E.O.

For the purposes of this paragraph, "minority group members" are citizens of the United States who are African-American, Hispanic, Asian-American and American-Indian.

F. For the purposes of this section, the term "women-owned business enterprise" shall mean a business which performs a commercially useful function, at least fifty-one percent (51%) of which is owned by a woman or women or, in the case of publicly-owned business, at least fifty-one percent (51%) of all stock is owned by a woman or women. Such ownership shall be certified by the County Division of E.E.O.

NOTE:

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

Director  
Erie County Division of E.E.O.  
95 Franklin Street  
6<sup>TH</sup> Floor  
Buffalo, NY 14202  
(716) 858-7542

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

BID NO.: 217038-002  
BID DATE: 2-1-17

### ERIE COUNTY MINORITY/ WOMEN BUSINESS ENTERPRISE UTILIZATION REPORT - PART A

COMPANY: Siemens Industry, Inc. - Building Technologies Division  
AUTHORIZED REPRESENTATIVE: Paul P. Ingham, Branch Manager  
ADDRESS: 85 Northpointe Parkway Suite 8 Amherst, NY 14228  
TELEPHONE NUMBER: (716) 568-0983  
BID NAME: Building management systems maintenance

I. List actions taken to identify, solicit, and contact Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) to bid on subcontracts for this project.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

II. List all bona fide Minority/Women Business Enterprise subcontractors and suppliers solicited, contracted, or presently negotiating a contract in accordance with the minority business utilization goal set forth by the County of Erie. (Attach additional sheets if necessary.)

MBE/WBE OWNED FIRMS	SUPPLY/SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
Name: _____				YES _____	
Address: _____				NO _____	
_____					
Telephone No. _____					
IRS # _____					
Name: _____				YES _____	
Address: _____				NO _____	
_____					
Telephone No. _____					
IRS # _____					

MBE/WBE OWNED FIRMS

SUPPLY/SERVICE	AMOUNT OF	PRIOR	CONTRACT	REASON IF
	PROPOSAL	CERTIFICATION	EXECUTED	CONTRACT
				NOT
				AWARDED

Name: \_\_\_\_\_

YES \_\_\_\_\_

Address: \_\_\_\_\_

NO \_\_\_\_\_

Telephone No. \_\_\_\_\_

IRS # \_\_\_\_\_

Name: \_\_\_\_\_

YES \_\_\_\_\_

Address: \_\_\_\_\_

NO \_\_\_\_\_

Telephone No. \_\_\_\_\_

IRS # \_\_\_\_\_

Name: \_\_\_\_\_

YES \_\_\_\_\_

Address: \_\_\_\_\_

NO \_\_\_\_\_

Telephone No. \_\_\_\_\_

IRS # \_\_\_\_\_

III. Total Dollar Amount to be subcontracted to  
 Minority Business Enterprise(s).  
 Women Business Enterprise(s).

\$  
\$

IV. Total Amount of Bid

\$

V. MBE Percent (%) of project bid  
 WBE Percent (%) of project bid

%  
%

VI. YOU MUST ATTACH COPIES OF RELEVANT CORRESPONDENCE  
 AND DOCUMENTS, INCLUDING RETURN RECEIPTS.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

1/30/17  
DATE

Paul P. Ingham, Branch Manager

**MBE/WBE UTILIZATION REPORT - PART B**

**FINAL CERTIFICATION OF EXPENDITURES TO MBEs/WBEs**

(To be completed by the prime vendor and submitted to the  
Erie County Division of E.E.O. 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 OF ALL MBE SUBCONTRACTS \$ \_\_\_\_\_  
TOTAL OF ALL WOMEN SUBCONTRACTS \$ \_\_\_\_\_  
AMOUNT OF CONTRACT (PRIME) \$ \_\_\_\_\_  
FINAL MBE PERCENTAGE \$ \_\_\_\_\_  
FINAL WBE 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 Division of E.E.O.  
95 Franklin Street  
6<sup>th</sup> Floor  
Buffalo, NY 14202

**WAIVER RECOMMENDATION**

COMPANY: Siemens Industry, Inc. - Building Technologies Division

ADDRESS: 85 Northpointe Parkway Ste 8 , Amherst, NY 14228

TELEPHONE NUMBER: ( 716 ) 568-0983 BID NO.: 217038-002

1. Vendor has made a good faith effort to subcontract on this bid for which minority/women's business enterprises 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 MBEs and/or 2% WBEs.

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) minority/women's business enterprises in the market area of this bid.

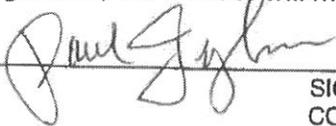
No sub-contracted services are included as part of this agreement. All materials are manufactured by Siemens factory and labor is

- |   |           |
|---|-----------|
| 1. <u>provided by field service technicians</u> | 6. _____  |
| 2. _____  | 7. _____  |
| 3. _____  | 8. _____  |
| 4. _____  | 9. _____  |
| 5. _____  | 10. _____ |

(Use additional sheets if necessary.)

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

DATE 1-30-17



SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE Paul P. Ingham, Branch Manager

Granted in Whole: \_\_\_\_\_

Granted in Part: \_\_\_\_\_

Comments:

\_\_\_\_\_  
\_\_\_\_\_

DIRECTOR OF E.E.O.

DATE

CLASSIFICATION A:

Construction or Maintenance

COUNTY OF ERIE  
STANDARD INSURANCE REQUIREMENTS

Vendor Insurance Classification A: Contracts Involving Construction or Maintenance

1. The contractor shall obtain, at his own cost and expense, the following insurance coverages with insurance companies licensed in the State of New York and shall provide a certificate of insurance as evidence of such coverages on the County of Erie Standard Insurance Certificate.

- A. Commercial General Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$2,000,000 Products – Completed Operation Aggregate. The coverage shall include:
  - Premises and Operations
  - Products and Completed Operations
  - Independent Contractors
  - Blanket Broad Form Contractual Liability (sufficient to cover all liability assumed under contracts with the County of Erie)
  - Broad Form Property Damage
  - Explosion, Collapse and Underground Hazards (x, c, u) must NOT be excluded.
- B. Automobile Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 each occurrence. The coverage shall include Owned, Hired, and Non-Owned Autos (Symbol "1" should be designated for Liability coverage on the Business Auto Policy).
- C. Excess "Umbrella" Liability - with a minimum limit of \$5,000,000 each occurrence / \$5,000,000 aggregate.
- D. Worker's Compensation and Employer's Liability - providing statutory coverage in compliance with the Worker's Compensation Law of the State of New York (Form C-105.2).
- E. Disability Benefits - providing statutory coverage in compliance with the New York State Disability Benefits Law (Forms DB-120.1 or DB-155).

**Failure to maintain coverage herein shall constitute a material breach of this contract and the Contractor shall suspend all work immediately upon such lapse in coverage.**

2. Commercial General Liability, Automobile Liability and Excess "Umbrella" Liability shall name the County of Erie and any Board, Bureau, Commission or Agency thereof as additional insureds on ISO Form CG 2010 1185 Edition. Coverage should be provided on a primary and non-contributory bases. Designated Construction Project General Aggregate Limit Per Person Endorsement CG 2503 is required. Waiver of Subrogation is required on all lines in favor of Erie County.

3. All policies in which the County of Erie is named as an additional insured shall provide that:

A. The insurance company or companies issuing the policies shall have no recourse against the County of Erie for payment of any premiums or for assessments under any form of policy.

B. The insurance shall apply separately to each insured (except with respect to the limit of the liability).

4. Prior to cancellation, non-renewal or material change of the above policies, at least forty-five (45) days advance written notice shall be given to the County of Erie, Department of Law, 95 Franklin Street, Room 1634, Buffalo, N.Y. 14202, and the Agency requesting the certificate.

5. All certificates of insurance shall be approved by the Erie County Department of Law prior to the inception of any work.

6. The "ACCORD" form certificate may be used in place of the Erie County Standard Insurance Certificate, provided that all of the requirements set forth in the instructions for the Erie County Standard Insurance Certificate are incorporated into the "ACCORD" form certificate.

REV.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07960-6454		<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No. Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____	
100129-SBT-16/17	552	Macalu	NOC60
<b>INSURED</b> SIEMENS INDUSTRY, INC. BUILDING TECHNOLOGIES 1000 DEERFIELD PARKWAY BUFFALO GROVE, IL 60089		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A : HDI Global Insurance Company	NAIC # 41343
		INSURER B : The Travelers Indemnity Company	25658
		INSURER C : Travelers Property Casualty Co. of America	25674
		INSURER D :	
		INSURER E :	
		INSURER F :	

**COVERAGES**                      **CERTIFICATE NUMBER:** NYC-007199262-06                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			GLD1110108	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ INCL \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			TC2JCAP7440L34A16	10/01/2016	10/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$			CUD1110208	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TC2JUB7440L27116 (AOS)	10/01/2016	10/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
TRKUB7440L28316 (AZ, MA, OR & WI)				10/01/2016	10/01/2017		
TWXJUB7440L33816 (OH & WA)				10/01/2016	10/01/2017		
				*****\$500K LIMIT / \$500K SIR****			

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: PROJECT NAME: ERIE COUNTY RATH FIRE ALARM SYSTEM MAINTENANCE; BID # 215036-002  
  
 SEE ATTACHED

<b>CERTIFICATE HOLDER</b>  COUNTY OF ERIE 95 FRANKLIN ST. BUFFALO, NY 14202	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc.  Manashi Mukherjee <i>Manashi Mukherjee</i>
---	---

AGENCY CUSTOMER ID: 100129

LOC #: Morristown



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, INC.		NAMED INSURED SIEMENS INDUSTRY, INC. BUILDING TECHNOLOGIES 1000 DEERFIELD PARKWAY BUFFALO GROVE, IL 60089	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

RE: PROJECT NAME: ERIE COUNTY RATH FIRE ALARM SYSTEM MAINTENANCE; BID # 215036-002

COUNTY OF ERIE AND ANY BOARD, BUREAU, COMMISSION OR AGENCY THEREOF ARE INCLUDED AS ADDITIONAL INSURED UNDER THE ABOVE REFERENCED GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE POLICIES AND THE COVERAGE AFFORDED THE ADDITIONAL INSURED UNDER THESE POLICIES SHALL BE PRIMARY AND NON-CONTRIBUTORY INSURANCE TO THE EXTENT THAT A CLAIM ARISES FROM THE NEGLIGENCE OF SIEMENS INDUSTRY, INC. OR ITS SUBCONTRACTORS WITH RESPECT TO ALL OPERATIONS OF THE INSURED BUT ONLY WITH RESPECT TO ALL WORK PERFORMED BY AND ON BEHALF OF THE NAMED INSURED, SIEMENS INDUSTRY, INC. FOR CERTIFICATE HOLDER UNDER CONTRACT.

COMPLETED OPERATIONS COVERAGE IS INCLUDED IN THE GENERAL LIABILITY POLICY.

IF THESE POLICIES ARE CANCELLED FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, THE INSURER WILL DELIVER NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER UP TO 60 DAYS PRIOR TO THE CANCELLATION OR AS REQUIRED BY WRITTEN CONTRACT, WHICHEVER IS LESS.

# HDI-GERLING AMERICA INSURANCE COMPANY

MANUSCRIPT ENDORSEMENT # 32

Policy Number  
GLD11101-08

Named Insured  
SIEMENS CORPORATION

Policy Period:	Inception (M-D-Y)	Expiration (M-D-Y)	Effective Date and Time of Endorsement
	10-01-2016	10-01-2017	10-01-2016 12:01 a.m. Standard Time at Address of the Insured.

*This Endorsement Changes The Policy. Please Read It Carefully.*

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

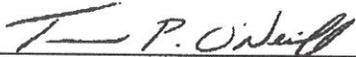
### **Commercial General Liability Coverage Form**

Who is an insured is amended to include as an additional insured any person whom you are required to add as an additional insured on this policy under a written agreement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by: 1. Your acts or omissions; or 2. The acts or omissions of those acting on your behalf. The insurance coverage provided to such additional insured applies only to the extent required within the written agreement.

The insurance coverage provided to the additional insured person shall not provide any broader coverage than you are required to provide to the additional insured person in the written agreement and shall not provide limits of insurance that exceed the lower of the Limits of Insurance provided to you in this policy, or the limits of insurance you are required to provide in the written agreement.

The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent, or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the written agreement specifically requires that this insurance apply on a primary basis, this insurance is primary. If the written agreement specifically requires this insurance apply on a primary and non-contributory basis this insurance is primary to other insurance available to the additional insured and we will not share with that other insurance.

This endorsement shall prevail over additional insured endorsements that may apply under this policy unless required otherwise in the written agreement.



Authorized Representative

All terms and conditions of the policy remain unchanged.

**THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07960-6454		<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____	
100129-SBT-16/17	552	MACAL	NOC60
<b>INSURED</b> SIEMENS INDUSTRY, INC. BUILDING TECHNOLOGIES 1000 DEERFIELD PARKWAY BUFFALO GROVE, IL 60089		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A : HDI Global Insurance Company	NAIC # 41343
		INSURER B : The Travelers Indemnity Company	25658
		INSURER C : Travelers Property Casualty Co. of America	25674
		INSURER D :	
		INSURER E :	
		INSURER F :	

**COVERAGES**

CERTIFICATE NUMBER:

NYC-008513730-09

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			GLD1110108	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ INCL \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			TC2JCAP7440L34A16	10/01/2016	10/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ _____ RETENTION \$ _____			CUD1110208	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N	N/A	TC2JUB7440L27116 (AOS)	10/01/2016	10/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B				TRKUB7440L28316 (AZ, MA, OR & WI)	10/01/2016	10/01/2017	
C				TWXJUB7440L33816 (OH & WA)	10/01/2016	10/01/2017	
				***\$500K LIMIT / \$500K SIR***			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 4600019966 / 44QP-198757 - PROJECT NAME: PSC - 5TH FLOOR FIRING RANGE IMPROVEMENT

SEE ATTACHED

**CERTIFICATE HOLDER**
 COUNTY OF ERIE  
 95 FRANKLIN STREET  
 BUFFALO, NY 14202
**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

 AUTHORIZED REPRESENTATIVE  
 of Marsh USA Inc.

Manashi Mukherjee

*Manashi Mukherjee*

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AGENCY CUSTOMER ID: 100129

LOC #: Morristown



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, INC.		NAMED INSURED SIEMENS INDUSTRY, INC. BUILDING TECHNOLOGIES 1000 DEERFIELD PARKWAY BUFFALO GROVE, IL 60089	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

RE: 4600019966 / 44OP-198757 - PROJECT NAME: PSC - 5TH FLOOR FIRING RANGE IMPROVEMENT

COUNTY OF ERIE AND ANY BOARD, BUREAU, COMMISSION OR AGENCY THEREOF ARE INCLUDED AS ADDITIONAL INSURED UNDER THE ABOVE REFERENCED GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE POLICIES AND THE COVERAGE AFFORDED THE ADDITIONAL INSURED UNDER THESE POLICIES SHALL BE PRIMARY AND NON-CONTRIBUTORY INSURANCE TO THE EXTENT THAT A CLAIM ARISES FROM THE NEGLIGENCE OF SIEMENS INDUSTRY, INC. OR ITS SUBCONTRACTORS WITH RESPECT TO ALL OPERATIONS OF THE INSURED BUT ONLY WITH RESPECT TO ALL WORK PERFORMED BY AND ON BEHALF OF THE NAMED INSURED, SIEMENS INDUSTRY, INC. FOR CERTIFICATE HOLDER UNDER CONTRACT.

THE OWNER AND CONTRACTOR WAIVE ALL RIGHTS AGAINST EACH OTHER AND ANY OTHER CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, AGENTS, AND EMPLOYEES, FOR DAMAGES OR INJURIES CAUSED BY PERILS TO THE EXTENT COVERED BY INSURANCE, EXCEPT SUCH RIGHTS AS THEY MAY HAVE TO PROCEEDS OF SUCH INSURANCE HELD BY THE OWNER AS A FIDUCIARY.

EXCESS/UMBRELLA LIABILITY FOLLOWS FORM.

COMPLETED OPERATIONS COVERAGE IS INCLUDED IN THE GENERAL LIABILITY POLICY.

IF THESE POLICIES ARE CANCELLED FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, THE INSURER WILL DELIVER NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER UP TO 60 DAYS PRIOR TO THE CANCELLATION OR AS REQUIRED BY WRITTEN CONTRACT, WHICHEVER IS LESS.

POLICY NUMBER: TC2J-CAP-7440L34A-TIL-16

COMMERCIAL AUTO  
ISSUE DATE: 09-08-16

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

**ANY PERSON OR ORGANIZATION WHOM YOU HAVE  
AGREED TO ADD AS ADDITIONAL INSURED, BUT  
ONLY TO COVERAGE AND MINIMUM LIMITS  
REQUIRED IN A WRITTEN CONTRACT**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Cov-

ered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

# HDI-GERLING AMERICA INSURANCE COMPANY

## MANUSCRIPT ENDORSEMENT # 32

Policy Number  
GLD11101-08

Named Insured  
SIEMENS CORPORATION

Policy Period:	Inception (M-D-Y)	Expiration (M-D-Y)	Effective Date and Time of Endorsement
	10-01-2016	10-01-2017	10-01-2016 12:01 a.m. Standard Time at Address of the Insured.

*This Endorsement Changes The Policy. Please Read It Carefully.*

### **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

#### **Commercial General Liability Coverage Form**

Who is an insured is amended to include as an additional insured any person whom you are required to add as an additional insured on this policy under a written agreement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by: 1. Your acts or omissions; or 2. The acts or omissions of those acting on your behalf. The insurance coverage provided to such additional insured applies only to the extent required within the written agreement.

The insurance coverage provided to the additional insured person shall not provide any broader coverage than you are required to provide to the additional insured person in the written agreement and shall not provide limits of insurance that exceed the lower of the Limits of Insurance provided to you in this policy, or the limits of insurance you are required to provide in the written agreement.

The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent, or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the written agreement specifically requires that this insurance apply on a primary basis, this insurance is primary. If the written agreement specifically requires this insurance apply on a primary and non-contributory basis this insurance is primary to other insurance available to the additional insured and we will not share with that other insurance.

This endorsement shall prevail over additional insured endorsements that may apply under this policy unless required otherwise in the written agreement.

  
Authorized Representative

All terms and conditions of the policy remain unchanged.

**THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.**

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD  
CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

**PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier**

<p>1a. Legal Name and Address of Insured (Use street address only)</p> <p>Siemens Industry, Inc. 1000 Deerfield Parkway Buffalo Grove, IL 60089</p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 13-2762488</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>County of Erie 95 Franklin Street Buffalo NY, 14202</p>	<p>3a. Name of Insurance Carrier Liberty Life Assurance Company of Boston</p> <p>3b. Policy Number of entity listed in box "1a": GS3-830-510101-NY</p> <p>3c. Policy effective period: 1/1/2015 to 12/31/2015</p>

4. Policy covers:

a.  All of the employer's employees eligible under the New York Disability Benefits Law

b.  Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed 12/31/2014 By cheryl.szulewski@libertymutual.com Digitally signed by cheryl.szulewski@libertymutual.com  
DN: cn=cheryl.szulewski@libertymutual.com  
Date: 2014.12.31 12:08:13 -0500

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 781-891-8900 X.37618 Title Contract Analyst

**IMPORTANT:** If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.  
If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

**PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)**

State Of New York  
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Title \_\_\_\_\_

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

DB-120.1 (5-06)

## Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2". *This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c".*

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

### DISABILITY BENEFITS LAW

#### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.

EXHIBIT "PW"

NEW YORK STATE PREVAILING WAGE

\*On contracts which are subject to New York Department of Labor Prevailing Wage laws and regulations, the contractor is required to submit certified payroll record every thirty (30) days after the issuance of your first payroll under this contract. Required forms are available at the New York Department of Labor's website <https://www.labor.state.ny.us/formsdocs/wp/pw12.pdf>.

This project's PRC# 2017000430.

In addition, if applicable, contractor is required to attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted and on each succeeding payroll where any new or additional employee is first listed.

Records are to be submitted as directed in your award letter.

Failure to submit the legally required records will result in delayed payments.