



**COUNTY OF ERIE
DIVISION OF PURCHASE
MEMORANDUM**

To: All Using Departments

From: Jamie Kucewicz, Buyer

Date: March 1, 2016

Subject: ENERGY MANAGEMENT SYSTEM MAINTENANCE AT FAMILY COURT BUILDING

Bid No.: 215306-002

Effective Dates: January 1, 2016 through December 31, 2017

Vendor #: 108967

Vendor: SIEMENS INDUSTRY, INC.
85 Northpointe Parkway, Suite 8
Amherst, NY 14228
Contact: Paul P. Ingham

Telephone: 716-568-0983

Pricing: per attached document



County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

STANDARD AGREEMENT

This AGREEMENT, made as of the 5TH DAY OF JANUARY, 2016

by and between SIEMENS INDUSTRY, INC. – BUILDING TECHNOLOGIES DIVISION.

of 85 NORTHPOINTE PARKWAY, SUITE 8, AMHERST, NY 14228

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

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

on DECEMBER 15, 2015 at 2:00 PM

for: ENERGY MANAGEMENT SYSTEM MAINTENANCE AT FAMILY COURT BUILDING

WHEREAS, the bid of the Contractor submitted in accordance therewith, the sum of \$58,015.00,

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. 215306-002, Specifications and Provisions of Law annexed hereto and forming a part of this contract, furnish the equipment and materials and perform the work and services described in the Accepted Bid for the above sum.

_____ Paid monthly upon presentation of invoices.

_____ XXX _____ 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: SIEMENS INDUSTRY, INC. –
BUILDING TECHNOLOGIES DIVISION

by _____
Director of Purchase

by  _____

Date _____

Title _____

Date _____

APPROVED AS TO FORM

Assistant County Attorney
County of Erie, New York

Date _____

RECEIVED
NOV 23 2015



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: 215306-002

OPENING DATE: DECEMBER 15, 2015 TIME: 2:00 PM

FOR: ENERGY MANAGEMENT SYSTEM MAINTENANCE AT FAMILY COURT BUILDING

NAME OF BIDDER: SIEMENS

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:

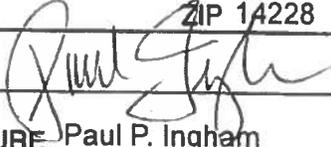
Affirmed under penalty of perjury this _____ day of December, 20 15

TERMS Net 30 DELIVERY DATE AT DESTINATION Erie County

FIRM NAME Siemens Industry, Inc.- Building Technologies Division

ADDRESS 85 Northpointe Parkway Suite 8

Amherst, NY ZIP 14228

AUTHORIZED SIGNATURE 

TYPED NAME OF AUTHORIZED SIGNATURE Paul P. Ingham

TITLE Area Manager TELEPHONE NO. 716-568-0983

(Rev.1/2000)

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

County of Erie
DIVISION OF PURCHASE
BID SPECIFICATIONS

BID NO. 215306-002

Ship to: County of Erie
 Attention: Sewer District
 Address:

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

| ITEM NO. | QUANTITY | U/M | CATALOG NO./DESCRIPTION | TOTAL PRICE |
|----------|----------|-----|---|-------------|
| | | | Please furnish pricing for maintenance of the Siemens Energy | |
| | | | Management System at the Erie County Family Court Building, One | |
| | | | Niagara Plaza, Buffalo, NY 14202. | |
| | | | | |
| | | | Term of the contract will be January 1, 2016 – December 31, 2017. | |
| | | | | |
| | | | A pre-bid walk-through will be held at the site | |
| | | | on Tuesday, November 24, 2015 at 9:30am | |
| | | | | |
| | | | Please provide pricing in "Article IV – Payment" section of bid document. | |
| | | | | |
| | | | | |
| | | | For questions in regard to the specifications of this bid, | |
| | | | Please contact Earl Zeeb at (716) 858-4991. | |
| | | | | |

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 Technologies Division

ERIE COUNTY DEPARTMENT OF PUBLIC WORKS
DIVISION OF BUILDINGS & GROUNDS
95 FRANKLIN ST.
BUFFALO N.Y. 14202

ARTICLE I – General Information

1001 – The Buildings and Grounds Division requires a maintenance contract for the Siemens Energy Management (EMS) System at the Erie County Family Court Building. This will be a two-year agreement, renewable each year if desired by Erie County. The (EMS) encompasses the APOGEE Building Automation System (BAS) and Siemens ALS3 Fire Alarm System (FAS). The EMS and FAS reside on a single workstation, for command and control of the EMS and monitoring FAS. Any services to system must be performed by factory certified technicians to ensure the integrity of systems are maintained. The contractor assumes all associated liabilities and risks when performing maintenance on the integrated system.

1002 – The Erie County Family Court Building EMS is tied into the Erie County Emergency Information Control Network (EICN). The contractor assumes all risks and liabilities on the EICN when servicing the EMS. All upgrades to the EMS will be compatible with the EICN.

1003 – The outlined services shall include for an annual, full comprehensive coverage including all services detailed in the following paragraphs. All EMS panels, end devices, input-output modules, temperature sensors, power supplies, controllers, modems, front-end software (upgrades) and field panel firmware (upgrades) are to be included but not limited to the following items in the Scope of Services.

1004 – A pre-bid walk through will be scheduled on November 24, 2015 at 9:30am. All contractors are encouraged to attend.

1005 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 is reduced or discontinued or other similar circumstances take place. In the event of such termination or suspension, payments for services shall suspend without penalty.

ARTICLE II – Qualification of Bidders

2001 – The Contractor shall provide factory trained Service Specialists and Account Engineers to perform service, maintenance and repairs to the EMS at the Erie County Family Court Building. The Contractor shall provide current documentation of factory training of Service Specialists and Account Engineers for programming, system trouble-shooting, system modification and repair to the EMS serviced. The Contractor shall provide documentation that the assigned service personnel are scheduled for factory training refresher classes at least once per year on the Siemens system.

2002 – The Contractor shall be familiar with and have direct access to the latest versions of software and firmware for the EMS. Provide documentation of current access the planned provider of the software and firmware upgrades for the workstations and field panels for the owner's review. The Contractor shall maintain a stock of new parts (refurbished parts shall not be acceptable) in their office and as a part of the rolling stock in each service van. Contractor shall have access to electronic source documentation library for updates and assistance from the vendor's factory Field Support.

2003 – The Contractor shall have had a qualified service organization for a minimum of fifteen years. The Contractor shall be an established, certified building automation agency capable of performing all work described herein. No portion of this contract shall be subcontracted to others.

2004 – The Contractor shall have a flawless record with the department of labor. Any claims or infractions within the past ten years, specifically regarding prevailing rate, will disqualify the bidder.

ARTICLE III – Scope of Services

3001 – The Service Specialists shall perform reporting and documentation functions that will allow the Contractor to provide the Owner with a report detailing the time, date, and cause of each critical failure alarm, as well as a listing of the time, date, and result of each time that the system tested. When requested by Erie County, the Contractor shall provide the Owner with a report as described above for the applied services.

3002 – During the service period, the Contractor shall provide both online and onsite support 24 hours per day, 7 days per week as described below for the EMS.

Online Support: In the event of a service call the Contractor shall respond online within 2 hours of notification of the event. This online response shall consist of a technician dialing up the site with a fully functional operator's workstation in order to attempt to correct the problem via phone line. The technician's workstation shall provide all of the capabilities that would be available to the technician if he were working on the EMS at the project site. It shall also have on it a complete copy of the EMS database, graphics, point tables and other software components as may be necessary to ensure a fully functioning workstation. As part of the technical proposal the Contractor shall document the means by which this will be accomplished. Automated means of backing up the panel data will be acceptable. In the event that the Contractor does not possess an automated system capable of keeping the technicians workstations software current then one of the Contractor's technicians shall visit the site once per month in order to secure a complete copy of the system database and software.

Onsite Support: In the event that the on-call technician is unable to resolve the problem via a phone line connection then one of the Contractor's technicians shall be dispatched to the site to resolve the problem. The technician that responds to the project site shall have all necessary parts required to restore the EMS to its fully specified functionality and shall arrive at the site no later than four hours after the initial call was placed to the Contractor. Contractors that do not offer 24 hour per day, 7 day per week support of this nature will not be acceptable.

3003 – Network Analysis and Optimization: Two times per year the Contractor shall perform a complete suite of diagnostics on the EMS Network. These diagnostics shall include analysis and trouble shooting of the following communication network electrical characteristics: wave form characteristics, bit timing, grounding/shorting, and excess capacitance. Additionally the diagnostics shall include analysis and trouble shooting of the following communication protocol attributes: excessive trunk traffic, unresolved points, % token passing, token passing timing. Upon completion of these tests the Contractor shall provide the Owner with a detailed report containing the results of each test as well as a narrative describing what the results mean and the actions taken by the Contractor in order to resolve any abnormal results.

3004 – Control Loop Analysis and Optimization: For every critical analog control loops in the system that do not have automatic self zeroing capability, the Contractor shall perform a complete sensor to actuator recalibration of the loop. The Contractor shall provide the Owner with a report of the results of the control loop analysis completed.

3005 – Preventive Maintenance Services: Preventive maintenance shall be performed in accordance with a computer generated month by month program of standardized maintenance routines tailored to the Owner's EMS. Each schedule shall list the equipment name, location, and appropriate preventive maintenance functions to be performed during that month. Preventative maintenance services shall be provided at minimum 6 times per year. If systems dictate more time needed to ensure performance, it will be the contractors responsibility

3006 – Business Protection and Recovery Services: On a quarterly basis the Contractor shall perform backups of the complete EMS database. These backups shall be performed automatically by having a remote, dedicated computer system dial in to the EMS to perform the system backup. In the event that Contractor elects to perform these backups manually while onsite, the backups must be performed during the same time frame. Additionally in the case of manually performed backups the Contractor must then make three full copies of the backup. One copy shall be stored at the site, one copy shall be stored at the Contractor's office, and a third copy shall be transferred to another media (such as a CD-ROM drive) in order to provide adequate protection against inadvertent damage to either the backup media or the backup device.

3007 – Software Upgrades: As new versions of the EMS software are introduced (at least once per year) they shall be installed on each of the Owner's workstations. Immediately (within 24 hours) beginning the installation of the upgrade, the Contractor shall provide the Owner with onsite training in order to familiarize the Owner's staff with all of the software's new features and capabilities. Additionally the Contractor shall provide the Owner with updated system documentation. If during the course of agreement the Contractor releases an upgrade or new EMS, that requires an interface or gateway panel in order to communicate with the existing EMS components, then the Contractor shall provide and install all necessary interface or gateway panels in addition to the upgraded or new operator workstation software. Any upgrades to the PC platform or operating system of the operator's workstation will be in accordance to manufacture UL guidelines to ensure the integrity of the system is maintained.

3008—Operator workstations upgrade The Contractor shall upgrade the workstation ,printer , and monitor (1) time through the term of the agreement The upgrade shall not interfere with any of the facility day to day operations or any critical data transmitted on the EICN All equipment shall meet or exceed the existing UL listings and guidelines.

3009 – DDC Panel Firmware Upgrades: The Contractor shall provide and install any new or upgraded DDC Panel_firmware that is released by the Contractor during the course of this agreement. This new or upgraded firmware shall be provided for all installed EMS field panels. Additionally the Contractor shall provide, at the project site, training detailing the impact of this new firmware and instructing the Owner's personnel on how to incorporate the new features into the operation of the EMS_Provide_upgrades_for each panel for_the term_of the agreement_where_updated firmware_features_enhance the EMS.

3010 – Repair and Replacement: The Contractor shall provide all repair labor and materials to maintain the EMS in operable condition. The intent is to ensure that the entire EMS and associated controls are maintained in operating condition. The Contractor will be responsible for all repairs to the host computer and printer on one end and the sensors, transducers and all final control elements on the other end, inclusive. All items in between shall be included in this contract (i.e. panels, programs, wiring, relays, contacts, etc.). Damages to equipment resulting from accidents, fire, storm, water, negligence by owner or by any reason beyond the contractors control other than wear and tear or malfunctioning equipment, shall not be the responsibility of the contractor.

3011 – Internet Reporting Services: The contractor shall provide a service portal so the Buildings and Grounds personnel can securely access detailed information regarding their service reports via the Internet. The Web interface shall provide complete service information, such as service in-progress, completed service, and local field office contacts, as well as the ability to place online service requests 24x7.

3012 – Account Management: In order to ensure that all of the Contractor efforts are being delivered in a coordinated manner, and to provide oversight and management of the Contractor's 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 technician for the project, and the installation project manager shall not be acceptable as the project manager; it must be a member of the Contractor's staff whose sole responsibility is to manage service agreements of this nature.

3013 – Quality Assurance. The contractor shall meet with the Buildings and Grounds personnel to discuss your performance and our satisfaction with the quality of service that is being provided. We will discuss the performance of our EMS and facility operations and make recommendations for improvements.

3014 -- Emergency Service,The Contractor will respond onsite to emergency within (2) hours of notification. The emergency will be billable if the BMS was damaged due to anything other than component failure. If system failed due to_a component failure it will be the responsibility of the contractor to repair the system inclusive to this agreement.

Article III – Equipment List

All of the above services shall be provided for preventative maintenance on the following list of equipment. It shall be the responsibility of the Contractor to update the equipment list and adjust service costs associated with any system expansions during the term of this agreement.

List of Maintained Equipment Erie County Family Court Building

| Temperature Control Equipment | | | |
|-------------------------------|-----------------|-------------------|---------------------------------|
| Qty | Product Number | Manufacturer | Description |
| 33 | 872 | SETRA | MODEL C264 TRANS ENCLOSURE |
| 1 | 120-24-050-2TF | LECTRO | TRANSFORMER 120/24 50VA 2HUB |
| 70 | 120-24-100TF-CB | LECTRO | Transformer 120/24 100VA W/CB |
| 8 | 134 1504 | SIEMENS | T'STAT, LOW TEMP, 15/55, MANUAL |
| 22 | 141 0519 | SIEMENS | T'STAT, EL SURFACE MTD, 50/150 |
| 8 | 141 0530 | SIEMENS | T'STAT, EL HIGH TEMP, 100/240 |
| 16 | 141 0575 | SIEMENS | AIR FLOW SWITCH .05-12 MAN RES |
| 1 | 142 0313 | SIEMENS | PRES GAUGE2-1/2',0/160PSI,PIPE |
| 1 | 1A889 | GRAINGER | VIBRATION ABSORBER 1/2' BRONZ |
| 1 | 201 1001 | SIEMENS | PRESSURE REDUCING VALVE, SINGLE |
| 2 | 2200 SERIES | FLUIDYNE | INSERTION VORTEX FLOWMETER |
| 12 | 265 1001 | SIEMENS | EP265 3W AIR VLV 24VAC, 60HZ |
| 4 | 360CP110DBVA47A | KELE & ASSOCIATES | D.P. TRANSMITTER 0-10PSI W/BPV |
| 10 | 534 390 | SIEMENS | DPU TERMINATION BOARD |
| 10 | 534 825 | SIEMENS | DPU POWER SUPPLY 120V |
| 10 | 534 995 | SIEMENS | DPU CONTROLLER BOARD |
| 5 | 536 004 | SIEMENS | 6'SER CBL, 9PIN FEM/25PIN MALE |
| 5 | 538 670 | SIEMENS | TRUNK INTERFACE II |
| 1 | 538 860 | SIEMENS | SPORSTER MODEM, 33600 BPS |
| 16 | 538 891 | SIEMENS | SENSOR, DUCT RH 2% |
| 1 | 538 955 | SIEMENS | HIGH SPEED TIE (120V) |
| 10 | 540 012 | SIEMENS | DPUMPU ENCL ASSY 120V, BLUE |
| 298 | 540 100 | SIEMENS | TERM BOX CTRLR ELEC OUT |
| 46 | 540 110 | SIEMENS | UNIT COND CTRLR ELEC OUT |
| 344 | 540 136 | SIEMENS | TEC CABLE 50' PLENUM |
| 1 | 540 509 | SIEMENS | UNIT VENT CTRLR-ELEC |
| 3 | 540 660A | SIEMENS | TEC RM SNSR-BEIGE |
| 341 | 540 680FA | SIEMENS | TEC RM SNSR-W/STPT IND OVRD BG |
| 14 | 544 339 | SIEMENS | D/PT TEMP SENSOR, RTD, -40/240F |
| 8 | 544 342 | SIEMENS | D/AV TEMP SENSOR, RTD, -40/240F |
| 4 | 544 433 | SIEMENS | 1000 OHM RTD SENSOR, ELEM ONLY |
| 28 | 544 577 | SIEMENS | IMM TEMP SENS (-40/240F) |
| 2 | 544 578 | SIEMENS | O/AIR TEMP SENS (-40/240F) |
| 2 | 544 760A | SIEMENS | ROOM SENSOR DST BEIGE |
| 1 | 545 141 | SIEMENS | MBC-24ENC ASSY 115V W/ WINDOWS |
| 56 | 545 208 | SIEMENS | A-OP TRANSDUCER |
| 2 | 545 275 | SIEMENS | RBC ENCL ASSY 115 W/ WINDOWS |
| 8 | 545 490 | SIEMENS | FLN CTRL-115V KIT-APOGEE |

Temperature Control Equipment

| Qty | Product Number | Manufacturer | Description |
|-----|-----------------|-------------------|-----------------------------------|
| 11 | 549 032 | SIEMENS | MEC 210-I/O, PB HOA |
| 8 | 549 202 | SIEMENS | MEC DIGITAL PT BLK 4DI, 4DO , HOA |
| 15 | 549 203 | SIEMENS | MEC Analog Pt Blk 4 AI, 4 AO |
| 1 | 549 204 | SIEMENS | MEC Analog Pt Blk 4 AI, 4 AO, HOA |
| 9 | 549 206 | SIEMENS | MEC DIGITAL PT BLK 8DI, 4DO , HOA |
| 11 | 549 505 | SIEMENS | MEC Large Enclosure |
| 11 | 549 506 | SIEMENS | Service BOX-MEC, 120Voc |
| 1 | 567 351 | SIEMENS | SMALL CONTROL CABINET |
| 1 | 567 352 | SIEMENS | CP567 MEDIUM CABINET (GRAY) |
| 13 | 567 353 | SIEMENS | CP567 LARGE CABINET (GRAY) |
| 1 | 571 002 | SIEMENS | APOGEE INSIGHT SOFTWARE |
| 1 | 571 305 | SIEMENS | APOGEE GO S/W - 1 SITE LICENSE |
| 4 | 5X834 | DAYTON | GP RELAY SPDT 24VAC COIL |
| 4 | 5X853 | DAYTON | SOCKET, GP OR LATCHING RELAY |
| 4 | 800T-H2B | ALLEN BRADLEY CO. | 2POS SELECTOR SWITCH, ON/OFF |
| 1 | 908-046 | SIEMENS | FILTER ASSEMBLY |
| 16 | C264-0.5 | SETRA | OP TRANS AIR FLOW , 1%, 0.5 INCH |
| 16 | C264-2.5 | SETRA | DP TRANS AIR FLOW, 1%, 2.5 INCH |
| 1 | C264-5 | SETRA | DP TRANS AIR FLOW, 1%, 5.0 INCH |
| 1 | CHILLER GATEWAY | SIEMENS | GATEWAY |
| 17 | CXD | ALTA LABS | CO2 TRANS. 4-20MA 0-2000 PPM |
| 2 | DRN3.1 | ACT | TRISTATE-PROPORT RESISTANCE |
| 1 | EM GEN GATEWAY | SIEMENS | GATEWAY |
| 1 | F.A.GATEWAY | SIEMENS | GATEWAY |
| 1 | FSCS PANEL | SIEMENS | FIREFIGHTER SMOKE CONTROL PANEL |
| 2 | GCA126.1U | SIEMENS | 2PT SR 24V MED/S |
| 10 | GCA226.1U | SIEMENS | 2PT SR 115V MED/S |
| 298 | GDE131.1P | SIEMENS | 3PT NSR 24V 44 LB-IN PLM |
| 2 | H020K | R.E. TECHNOLOGIES | O.A. HUMIDITY TRANS.4-20mA 2% |
| 10 | H608 | VERIS | CURRENT SWITCH ADJ. W/LED |
| 34 | H708 | VERIS | CURRENT SWITCH ADJ. W/LED |
| 1 | MK7-B-CR-0/10 | KELE & ASSOCIATES | PHOTO CELL, 0-10 VOC |
| 1 | NE-67-W | DRAINVIEW | AUTO TANK DRAIN |
| 1 | POW MON GW | SIEMENS | GATEWAY |
| 1 | PTX1E-05 | KELE & ASSOCIATES | PRSS XMTR SS W/ENCL 0-30 PSIG |
| 1 | PTX1E-07 | KELE & ASSOCIATES | PRSS XMTR SS W/ENCL 0-100 PSIG |
| 1 | QC015D8D | QUINCY | A/C 1.5 HP DUPLEX 80 GAL W/ALT |
| 5 | RA 16 | GENERAL ELECTRIC | GE RECTIFIER, 1/2 WAVE |
| 82 | RIBU1C | FUNCT DEV | RIB 120/24 SPDT |
| 2 | RN | ADV.CONTROL TECH. | 0-135 OHM RESISTOR NETWORK |
| 45 | RR-7 | GENERAL ELECTRIC | GE LIGHTING RELAY - LATCHING |
| 13 | RR-BRACKET-4 | GENERAL ELECTRIC | MTG. BRACKET FOR RR-7 |
| 5 | TS-200-24 | THE WATT STOPPER | DIGITAL TIME SWITCH, LOW VOLT |
| 10 | TS-200-277V | THE WATT STOPPER | DIGITAL TIME SWITCH |
| 1 | VISIPLEX | SIEMENS | INTEGRATED PAGING SOFTWARE |

| Temperature Control Equipment | | | |
|-------------------------------|----------------|--------------|---------------------------------------|
| Qty | Product Number | Manufacturer | Description |
| 16 | VOLU-PROBE FI | AIR MONITOR | AIR FLOW STATION - FAN INLET |
| 8 | 27703168 | SIEMENS | CONTROL VALVE ACTUATOR ONLY |
| 8 | 27703170 | SIEMENS | CONTROL VALVE ACTUATOR ONLY |
| 3 | 27705990 | SIEMENS | CONTROL VALVE ACTUATOR ONLY |
| 5 | 27905991 | SIEMENS | CONTROL VALVE ACTUATOR ONLY |
| 116 | 26302032 | SIEMENS | CONTROL VALVE ACTUATOR ONLY |
| 122 | 26302030 | SIEMENS | CONTROL VALVE ACTUATOR ONLY |
| 9 | 26302034 | SIEMENS | CONTROL VALVE ACTUATOR ONLY |
| 5 | 26302036 | SIEMENS | CONTROL VALVE ACTUATOR ONLY |
| 2 | 26302038 | SIEMENS | CONTROL VALVE ACTUATOR ONLY |
| 2 | 28106162 | SIEMENS | CONTROL VALVE ACTUATOR ONLY |
| 2 | 27906161 | SIEMENS | CONTROL VALVE ACTUATOR ONLY |
| 1 | 27703206 | SIEMENS | CONTROL VALVE ACTUATOR ONLY |
| 1 | 27905991 | SIEMENS | CONTROL VALVE ACTUATOR ONLY |
| 1 | 27706160 | SIEMENS | CONTROL VALVE ACTUATOR ONLY |
| 1 | 26402012 | SIEMENS | CONTROL VALVE ACTUATOR ONLY |
| 12 | RCD 50 | RUSKIN | CONTROL DAMPERS - ACTUATOR ONLY |
| 41 | SD 50 | RUSKIN | SMOKE CONTROL DAMPERS - ACTUATOR ONLY |

Article IV – Payment

Payment for the above services is to be made in quarterly installments in arrears, and upon receipt of invoice. The yearly cost for the above services shall be:

For the period January 1, 2016 – December 31, 2016 \$28,720.⁰⁰

For the period January 1, 2017 – December 31, 2017 \$29,295.⁰⁰

Provide Labor rates as follows:

| | |
|---------------------|----------------------------|
| Regular Hourly Rate | <u>\$141.⁰⁰</u> |
| Overtime Rate | <u>\$181.⁰⁰</u> |
| Holiday Rate | <u>\$211.⁰⁰</u> |
| Travel Rate | <u>N/A</u> |

Percent discount on OEM parts not covered by this agreement: 60 %

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

1. BID SHALL BE SUBMITTED ON THESE COUNTY OF ERIE BID FORMS or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.
2. LATE PROPOSALS. Any bids received in the Erie County Division of Purchase after the date and time prescribed will not be considered for contract award.
3. EMERGENCY CLOSINGS. In the event the closing of certain County facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Division of Purchase control, only bids received in the Division of Purchase prior to the date and time or postmarked as of the date prescribed will be considered for contract award.
4. ANY CHANGE IN WORDING OR INTERLINEATION BY A BIDDER OF THE INQUIRY AS PUBLISHED BY THE COUNTY OF ERIE shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.
5. THE COUNTY RESERVES THE RIGHT TO REJECT any and all bids, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. The County does not obligate itself to accept the lowest or any other proposal.
6. AWARD TO THE LOWEST RESPONSIBLE BIDDER. For the purpose of determining which bidder is the lowest qualified responsible bidder, it shall be the lowest three bidders' responsibility, within FIVE DAYS of being so notified by the Division of Purchase, to present information and documentation to the Division of Purchase, to satisfy the County that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.
7. CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.
8. This EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid:

IT IS UNDERSTOOD BY THE PARTIES THAT THIS AGREEMENT SHALL BE EXECUTORY ONLY TO THE EXTENT OF THE MONIES AVAILABLE TO THE COUNTY OF ERIE AND APPROPRIATED THEREFOR, AND NO LIABILITY ON ACCOUNT THEREOF SHALL BE INCURRED BY THE COUNTY BEYOND THE MONIES AVAILABLE AND APPROPRIATED FOR THE PURPOSE THEREOF.
9. FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by the County of Erie to recover damages.
10. PRICES SHALL BE QUOTED F.O.B. DESTINATION AND DELIVERED INSIDE. "Tailgate delivery" will not be accepted unless specified by the County.
11. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE COUNTY. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the bid. There will be no additional charges for delivery.
12. NO TAXES ARE TO BE BILLED TO THE COUNTY. Bids shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The County of Erie Purchase Order is an exemption certificate. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net bid.
13. THE SUCCESSFUL BIDDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision of regulatory body which may apply to its performance under this contract.

County of Erie

DIVISION OF PURCHASE

14. **GRATUITIES, ILLEGAL OR IMPROPER SCHEMES.** The County may terminate this agreement if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any County official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of this agreement. The County may also terminate this agreement if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of this agreement. In the event that it is determined that said improper or illegal acts occurred, the County shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.

15. **INSURANCE** shall be procured by the Successful Bidder before commencing work, no later than 14 days after notice of award and maintained without interruption for the duration of the Contract, in the kinds and amounts specified in Exhibit IC, unless otherwise stipulated in these Bid Specifications. **IF THE INSURANCE IS NOT PROVIDED IN ACCEPTABLE FORM WITHIN THIS PERIOD OF TIME, THEN THE DIRECTOR OF PURCHASE MAY DECLARE THE VENDOR NONRESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOW RESPONSIBLE BIDDER.**

CERTIFICATES OF INSURANCE shall be furnished by the successful bidder on Erie County Standard Insurance Certificate, Exhibit IC.

16. **ANY CASH DISCOUNT** which is part of bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The County policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the County will take the discount when payment is made. The County will not pay any interest charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.

17. **CHANGES IN THE WORK.** The County may, as the need arises, through the Director of Purchase, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the contractor and County through the Director of Purchase.

18. **BID OFFERING MATERIAL OTHER THAN THAT OF SPECIFIED MANUFACTURER OR TRADE NAME** will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.

19. **IF MATERIAL OR SERVICES OTHER THAN THOSE SPECIFIED IN THIS BID DOCUMENT ARE OFFERED**, the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:

(a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Division of Purchase, sufficient detail is not presented as a part of the sealed bid to permit definitive evaluation of any substitute item, the bid will not be considered.

(b) Descriptive literature of item offered, for evaluation.

(c) List of installations in Erie County of the item offered.

(d) List of other installations.

20. **ANY ADDITIONAL INFORMATION** for which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.

21. **WORKMANSHIP MUST MEET WITH THE APPROVAL OF THE DEPARTMENT HEAD(S) INVOLVED, AND SHALL BE FIRST CLASS** in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what stage of completion, may be rejected and shall be made good by the contractor at his own expense.

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

County of Erie
DIVISION OF PURCHASE

23. THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded, may withdraw his bid by serving written notice of his intention to do so upon the Division of Purchase. Upon withdrawal of the bid pursuant to this paragraph, the Division of Purchase will forthwith return the bidder's security deposit.
24. PRICES CHARGED TO THE COUNTY OF ERIE are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.
25. PRICE IS FIRM. The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.
26. EXTENSION OF PRICE PROTECTION. Any contract entered into pursuant to this bid to supply the County's requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful bidder and the County. All extensions shall be submitted in writing and shall have prior approval by the County of Erie, Director of Purchase.
27. IN EXECUTING THIS BID, THE BIDDER AFFIRMS that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.
28. ACCOUNTABILITY. The undersigned shall be fully accountable for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate the contract or his performance.
29. TERMINATION OF CONTRACT:
- a. At its option, the County may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the County.
 - b. In the event of termination for any reason other than the fault of the Contractor, or the nonavailability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.
30. THE SUCCESSFUL BIDDER TO WHOM THE BID IS AWARDED SHALL INDEMNIFY AND HOLD HARMLESS the County of Erie and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.
31. STATUS AS AN INDEPENDENT CONTRACTOR: The successful Bidder to whom the bid is awarded and the County agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither the Bidder nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.
32. GOVERNED BY NEW YORK LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

(Rev 04/09)

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

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 _____

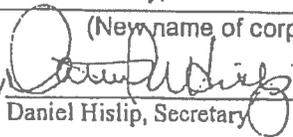
(b) To change the purposes which the corporation proposes to do in New York to read as follows: _____

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

091007000 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: JML

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

105+ ref: 7670705LT

DRAWNDOWN

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:

SIEMENS CORPORATION
170 WOOD AVENUE SOUTH

ISELIN, NJ 08830

ADDRESS FOR PROCESS:

REGISTERED AGENT:

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SERVICE COMPANY: CT CORPORATION SYSTEM - 07

SERVICE CODE: 07

FEEs 120.00

FILING 60.00
TAX 0.00
CERT 0.00
COPIES 10.00
HANDLING 50.00

PAYMENTS 120.00

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

=====

7670705LT

DOS-1025 (04/2007)

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

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.

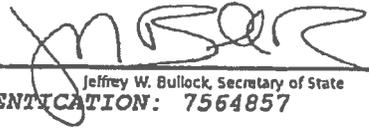
AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF OCTOBER, A.D. 2009, AT 12:05 O'CLOCK A.M.

0786939 8330

090908477

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7564857

DATE: 10-05-09

07 07

91007000297

CERTIFICATE OF TERMINATION OF EXISTENCE
OF
SIEMENS ENERGY & AUTOMATION, INC.

FILED
2009 OCT - 7 AM 11:08

UNDER SECTION 1311 OF THE BUSINESS CORPORATION LAW

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

100
STATE OF NEW YORK
DEPARTMENT OF STATE
FILED OCT 07 2009
TAX S _____
BY: SM
ERIC

NY102 - 03/11/02 C T System Online

RECEIVED
2009 OCT - 6 PM 4:06

Last Ref: 76-70705 LT
ORANGE
2 of 2
309

FILING RECEIPT

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ENTITY NAME: SIEMENS ENERGY & AUTOMATION, INC.

DOCUMENT TYPE: TERMINATION (FOR. BUSINESS)

COUNTY: ERIE

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FILED:10/07/2009 DURATION:***** CASH#:091007000309 FILM #:091007000297

FILER:

SIEMENS CORPORATION
170 WOOD AVENUE SOUTH

ISELIN, NJ 08830

ADDRESS FOR PROCESS:

REGISTERED AGENT:

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SERVICE COMPANY: CT CORPORATION SYSTEM - 07

SERVICE CODE: 07

FEEs 120.00

FILING 60.00
TAX 0.00
CERT 0.00
COPIES 10.00
HANDLING 50.00

PAYMENTS 120.00

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

=====

DOS-1025 (04/2007)

BT Delegation of Signature Authority Form

Status: Published

Version: 1.2

Date: 1 October, 2014

Author(s):

George Burck

| Version | Date | Author | Description of Change |
|---------|------------|--------------|--|
| 1.0 | 10/03/2011 | George Burck | Initial version |
| 1.1 | 03/04/2014 | George Burck | Annual review |
| 1.2 | 10/01/2014 | George Burck | Added sections for "Valid Until Date", "Transaction Value" and "Type of Document". |

**DELEGATION OF SIGNATURE AUTHORITY FORM
SIEMENS INDUSTRY, INC.
BUILDING TECHNOLOGIES DIVISION**

I, **Thomas D. Foley, Zone Manager**, on behalf of **Siemens Industry, Inc. (SII)**, for its **Building Technologies Division**, by virtue of the authority vested in me as **Zone Manager** to sign or countersign and otherwise execute in the name, or on behalf of the SII Building Technologies Division, the documents listed below for and on behalf of the SII Building Technologies Division, do hereby delegate to and acknowledge that the following person(s) may exercise such authority for and on my behalf.

Name(s): Paul P. Ingham
(Name of person designated)

Valid Until: Fixed Delegation
*Enter the date the delegation ends
For Fixed Delegations - enter "Fixed Delegation"*

Transactional Limit: \$3,000,000
*Enter dollar amount of transaction limit.
Cannot exceed the transaction limit assigned to person making the delegation)*

Type of document (indicate with an "x" all documents covered under this delegation):

Project bids / proposals: X

Customer contracts / agreements: X

Project Certificates / affidavits: X

Releases and Waiver of Liens: X

License Qualifications: X

Registration filings: X

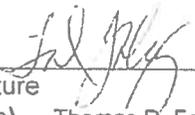
Guarantees: X

Leases: X

Other (state the document): _____

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

Dated: November 13, 2014



Signature
(Name) Thomas D. Foley
(Title) Zone Manager

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 Directors 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 Operations</u> <u>(Name/Position)</u> | <u>Finance/Central Support Function</u> <u>(Name/Position)</u> |
| Dave Mangano, Sr. Vice President Field Operations | Peter Kamps, Vice President, Field 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 Directors 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>BU Leaders and Business Lines</u> | |
|---|---|
| <u>Business Operations</u> <u>(Name/Position)</u> | <u>Finance/Central Support Function</u> <u>(Name/Position)</u> |
| Richard Lattanzi, Vice President BU, Control Products and Systems (CPS) | Dave Galla, Sr. Director BU, Finance and Business Administration |
| Dave Hopping, Vice President, Building Performance & Sustainability | |

| | |
|--|--|
| Dana Soukup, Vice President Solutions | |
| Brad Haeberle, Vice President Service | |
| Rich Cillessen, Sr. Director Enterprise Security | |

- 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 Directors 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>Business Operations (Name/Position)</u> | <u>Finance/Central Support Function (Name/Position)</u> |
| Mark Evans, El Dorado Zone Manager | Dirk Rauber, El Dorado Zone Finance and Business Administration |
| Richard Burvant, Mountain Pacific Zone Manager | Ray Stalla, Mountain Pacific Zone Finance and Business Administration |
| Paul Hayes, Gateway Zone Manager | Kai Hagen, Gateway Zone Finance and Business Administration |
| Gary Grashoff, The Big South Zone Manager | Mark Houghteling, The Big South Zone Finance and Business Administration |
| David Seralkas, South Atlantic Zone Manager | Kerin Payne, South Atlantic Zone Finance and Business Administration |
| Dan Crowley, Appalachian Zone Manager | Thomas Barlow, Appalachian Zone Finance and Business Administration |
| Joe Peters, Liberty Zone Manager | Jim Gerlach, Liberty Zone Finance and Business Administration |
| Tony Riccella, Great Central Zone Manager | Carol Young, Great Central Zone Finance and Business Administration |
| Tom Foley, Northeast Zone Manager | Steve Lillis, Northeast Zone Finance and Business Administration |
| Stephane Chayer, Canada Zone Manager | George Ravalico, Canada Zone Finance and Business Administration |

- 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 \$300,000; and any releases, compromises or settlements in connection with claims or disputes arising out of any such transaction.

| <u>AUTHORIZED SIGNATORIES</u> | |
|--|--|
| <u>PACE</u> | |
| <u>Business Operations</u> <u>(Name/Position)</u> | <u>Finance/Central Support Function</u> <u>(Name/Position)</u> |
| Jim Diemer, Executive Vice President and Managing Director | Caroline Kaufmann, Finance Director, Finance and Business Administration |

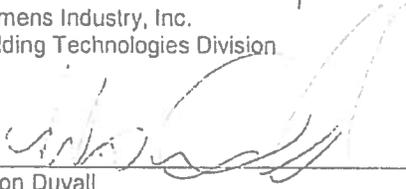
- E. We further acknowledge that each of the signatures of the persons referred to in paragraph A, B,C and D are binding upon the Corporation.
- F. We further acknowledge that any document shall require the signature of two (2) of the above Authorized Signatories, one each from Business Operations and from Finance/Central Support Functions, whom shall have the requisite signature authority to be legally binding upon the Corporation.
- G. 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.
- H. 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 1st day of January, 2015





 David Hopping
 President
 Siemens Industry, Inc.
 Building Technologies Division



 Anton Duvall
 Vice President, Finance and Business Administration
 Siemens Industry, Inc.
 Building Technologies Division

**ACKNOWLEDGEMENT OF APPOINTED SIGNATURE AUTHORITY FROM
PRESIDENT AND CHIEF EXECUTIVE OFFICER DAVID HOPPING
AND CHIEF FINANCIAL OFFICER AXEL MEIER**

SIEMENS INDUSTRY, INC.

- A. We, the undersigned, David Hopping, President and Chief Executive Officer, and Axel Meler, Chief Financial Officer 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 Directors 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: (1) have been appointed to their respective offices as set out herein below in accordance with the By-Laws of the Corporation; and (2) are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of their respective Divisions or Business Units 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 \$100,000,000.00; and any releases, compromises or settlements in connection with claims or disputes arising out of any such transaction.

| Authorized Signatories | |
|--|--|
| Business Operations (Name/Office) | Finance/Central Support Function (Name/Office) |
| Anne Cooney President Process Industries & Drives Division | Slavischa Keipert Vice President, Finance Process Industries & Drives Division |
| Raj Batra President Digital Factory Division | Mirko Schueppel Vice President, Finance Digital Factory Division |
| Kevin Yates President Energy Management Division | Anton Duvall Vice President, Finance Energy Management Division |
| Kevin Riddett President Mobility Division | Matthias Schlelein Vice President, Finance Mobility Division |
| David Hopping President Building Technologies Division | Axel Meler Executive Vice President, Finance Building Technologies Division |

- B. We further acknowledge that each of the signatures of the persons referred to in paragraph A is binding upon the Corporation.
- C. We further acknowledge that any document shall require the signature of two (2) of the above Authorized Signatories, one each from Business Operations and Finance/Central Support Function, whom shall have the requisite signature authority to be legally binding upon the Corporation.
- D. 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.

- E. 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, on this 20th day of October, 2014.





David Hopping
President and Chief Executive Officer
Siemens Industry, Inc.



Axel Meier
Chief Financial Officer
Siemens Industry, Inc.



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:

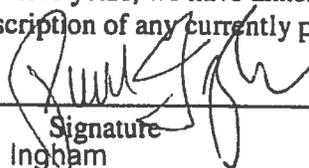
AKRON CENTRAL SCHOOL DISTRICT, District Clerk, 47 Bloomingdale Ave., Akron, NY 14001
 AKRON VILLAGE OF, Clerk-Treasurer, 21 Main St., Akron, NY 14001
 ALDEN CENTRAL SCHOOL DISTRICT, District Clerk, 13190 Park St., Alden, NY 14004
 ALDEN TOWN OF, Town Clerk, Town Hall, 11901 Broadway, Alden, NY 14004
 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.



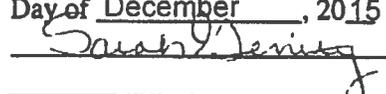
Signature
Paul P. Ingham

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 ~~Corporate Officer~~ Area 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 14th
Day of December, 2015


SARAH GERRITY
No. 01GE4783530
Notary Public, State of New York
Qualified in Erie County
My Commission Expires Oct. 31, 2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/22/15

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).

| | | | |
|---|--|--|---------------|
| PRODUCER MARSH USA INC 445 SOUTH STREET MORRISTOWN NJ 07960-6454 | | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: FAX (A/C, No): | |
| 100129 6-7BA-SBT1-15 16 552 MACAL N0C60 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED SIEMENS INDUSTRY INC BUILDING TECHNOLOGIES 1000 DEERFIELD PARKWAY BUFFALO GROVE IL 60089 | INSURER A: HD - Gerling America Insurance Company | | 41343 |
| | INSURER B: The Travelers Indemnity Company | | 25658 |
| | INSURER C: Travelers Property Casualty Co of Amer a | | 25674 |
| | INSURER D: | | |
| | INSURER E: | | |
| | INSURER F: | | |

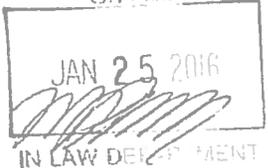
COVERAGES **CERTIFICATE NUMBER:** NYC 008390066-01 **REVISION NUMBER:**

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 SUBR INSD YVVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|------------------------------------|---|-------------------------|-------------------------|--|
| A | X COMMERCIAL GENERAL LIABILITY CLAMS MADE X OCCUR | | G 01110107 | 10/01/2015 | 10/01/2016 | 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 | AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS X HIRED AUTOS | SCHEDULED AUTOS NON OWNED AUTOS | TC2JCAP744D 34A15 | 10/01/2015 | 10/01/2016 | 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 | X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAMS MADE DED RETENTIONS | | CUD1110207 | 10/01/2015 | 10/01/2016 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | TC2JUB7440 27115 (AOS) | 10/01/2015 | 10/01/2016 | X PER STATUTE OTHER |
| B | ANY PROPRIETOR PARTNER EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) | Y/N N N/A | TRKUB7440L28315 (A2 MA OR & WA) | 10/01/2015 | 10/01/2016 | EL EACH ACCIDENT \$ 1,000,000 |
| C | If yes, describe under DESCRIPTION OF OPERATIONS below | | TWXJUB7440L33815 (OH & WA) "\$500K LIMIT / \$500K SIR" | 10/01/2015 | 10/01/2016 | EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE PROJECT NAME FIRE ALARM SYSTEM MAINTENANCE - FAMILY COURT BUILDING

SEE ATTACHED

| | | |
|---|---|---|
| CERTIFICATE HOLDER COUNTY OF ERIE 95 FRANKLIN STREET BUFFALO NY 14202 | ORIGINAL DOCUMENT ON FILE  | 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. Manash Mukherjee <i>Manash Mukherjee</i> |



ADDITIONAL REMARKS SCHEDULE

| | | | |
|-------------------------|-----------|--|--|
| 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 FIRE ALARM SYSTEM MAINTENANCE - FAMILY COURT BUILDING

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.

HDI-GERLING AMERICA INSURANCE COMPANY

MANUSCRIPT ENDORSEMENT # 34

Policy Number
GLD11101-07

Named Insured
SIEMENS CORPORATION

| Policy Period: | Inception (M-D-Y) | Expiration (M-D-Y) | Effective Date and Time of Endorsement |
|----------------|-------------------|--------------------|---|
| | 10-01-2015 | 10-01-2016 | 10-01-2015 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 insured any person whom you are required to add as an additional insured on this policy under a written agreement. 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.

POLICY NUMBER: TC2J-CAP-7440L34A-TIL-15

COMMERCIAL AUTO
ISSUE DATE: 09-09-15

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

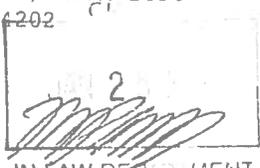
Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Cov-

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.



Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

| | |
|---|--|
| <p>1a Legal Name & Address of Insured (use street address only) SIEMENS INDUSTRY, INC. 85 NORTHPOINTE PARKWAY, SUITE 8 AMHERST, NY 14217</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p> | <p>1b. Business Telephone Number of Insured 732-321-3860</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured 45-12205-1</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 ST. ROOM 1634 BUFFALO, NY 14202</p> <p> IN LAW DEPARTMENT</p> | <p>3a. Name of Insurance Carrier The Charter Oak Fire Insurance Company</p> <p>3b. Policy Number of entity listed in box "1a" TC2JUB-7440L27-1-15</p> <p>3c. Policy effective period 10/01/2015 to 10/01/2016</p> <p>3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded</p> |

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? YES NO

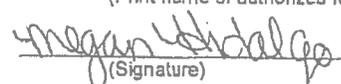
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation 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 Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

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 the coverage as depicted on this form.

Approved by: Megan Hidalgo (Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  (Signature) 1/18/16 (Date)

Title: Field Support Specialist

Telephone Number of authorized representative or licensed agent of insurance carrier: 214-570-6532

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. 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 a hazardous employment defined by this chapter, 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 compensation for all employees has been secured as provided by this chapter. 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 compensation to any such employee if so employed.
2. 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 a hazardous employment defined by this chapter, 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 compensation for all employees has been secured as provided by this chapter.

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# 2015011595.

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

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