



**COUNTY OF ERIE
DIVISION OF PURCHASE
MEMORANDUM**

To: All Using Departments

From: Jamie Kucewicz, Buyer

Date: March 10, 2016

Subject: MAINTENANCE OF FIRE ALARM & SMOKE DETECTOR SYSTEMS

Bid No.: 216018-002

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

Vendor #: 110586

Vendor: SIMPLEX GRINNEL
6850 Main Street, Suite 3
Williamsville, NY 14221
Contact: Michael Zyglis

Telephone: 716-633-8465

Pricing: per attached document



County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

STANDARD AGREEMENT

This AGREEMENT, made as of the 12TH DAY OF FEBRUARY, 2016

by and between SIMPLEXGRINNELL

of 6850 MAIN STREET, SUITE 3, WILLIAMSVILLE, NY 14221

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 JANUARY 5, 2016 at 2:00 PM

for: MAINTENANCE OF FIRE ALARM & SMOKE DETECTOR SYSTEMS

WHEREAS, the bid of the Contractor submitted in accordance therewith, the sum of \$24,840.00,

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. 216018-002, 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.

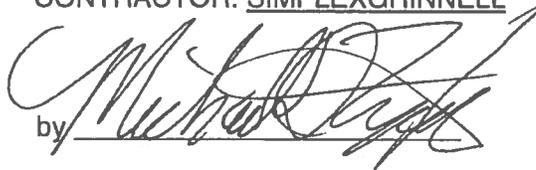
Please refer to the Invitation to Bid (Page 1) and the Instructions to Bidders which are part of this agreement.

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

COUNTY OF ERIE

CONTRACTOR: SIMPLEXGRINNELL

by _____
Director of Purchase

by  _____

Date _____

Title District General Manager

Date 2/27/16

APPROVED AS TO FORM

Assistant County Attorney
County of Erie, New York

Date _____



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: 216018-002

OPENING DATE: DECEMBER 30, 2015 TIME: 2:00 PM

FOR: MAINTENANCE OF FIRE ALARM & SMOKE DETECTOR SYSTEMS

NAME OF BIDDER: _____ SIMPLEX GRINNELL _____

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

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

- X EXHIBIT "A" - Assignment of Public Contracts
- X EXHIBIT "B" - Purchases by Other Local Governments or Special Districts
- EXHIBIT "C" - Construction/Reconstruction Contracts
- EXHIBIT "D" - Bid Bond (Formal Bid)
- N/A EXHIBIT "E" - Bid Bond (Informal Bid)
- X EXHIBIT "EP" - Equal Pay Certification
- X EXHIBIT "F" - Standard Agreement
- X EXHIBIT "G" - Non-Collusive Bidding Certification
- X EXHIBIT "H" - MBE/ WBE Commitment
- X EXHIBIT "IC" - Insurance CLASSIFICATION "A"
- EXHIBIT "P" & EXHIBIT "PBI" - Performance Bond
- EXHIBIT "Q" - Confined Space Program Certification
- X 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 28th day of December, 20 15

TERMS Net 30 DELIVERY DATE AT DESTINATION _____

FIRM NAME SimplexGrinnell LP

ADDRESS 6850 Main St--Ste 3

Williamsville, NY ZIP 14221

AUTHORIZED SIGNATURE 

TYPED NAME OF AUTHORIZED SIGNATURE _____

TITLE District General Manager TELEPHONE NO. (716) 633-8465

(Rev. 1/2000)

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

County of Erie
DIVISION OF PURCHASE
BID SPECIFICATIONS

BID NO. 216018-002

Ship to: COUNTY OF ERIE
 Attention: BUILDINGS & GROUNDS
 Address: 95 FRANKLIN ST 14TH FL
 BUFFALO NY 14202

Ship Via: CW
 Date Required at Destination: AS REQUIRED

ITEM NO.	QUANTITY	U/M	CATALOG NO./DESCRIPTION	TOTAL PRICE
			Please furnish pricing for Maintenance of Fire Alarm and Smoke Detector	\$24,840.00
			Systems per the attached specifications.	
			Term of the contract will be January 1, 2016 – December 31, 2017.	
			Please provide pricing on Page 2F of Specifications.	
			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 SIMPLEXGRINNELL LP

Maintenance Specifications for: Fire Alarm and Smoke Detector Systems for a 2yr term:
January 1, 2016 – December 31, 2017

ARTICLE I
1001

GENERAL

The services to be performed under contract as per these specifications shall consist of furnishing all materials, labor, tools, and equipment necessary to provide inspection and complete maintenance of the equipment herein described. **Full service shall include systematic inspections, preventive maintenance to test, inspect, clean, calibrate main fire panels and all associated equipment.**

ARTICLE II
2001A

COMPETENCY OF BIDDER

The bidder shall have had a qualified service organization in active operation for a minimum of five years. The bidder shall have an established, certified fire and smoke alarm service agency, capable of performing all work described herein. No portion of this contract shall be subcontracted to others. The bidder shall furnish with his bid, a statement that he has in his employ and under his supervision, the necessary personnel, and organization, and that he possesses facilities located within the County of Erie, to properly fulfill all the services and conditions required under these specifications. Consideration will not be given to bids submitted by an individual, firm, or corporation who has established on former projects, either governmental or commercial, an unsatisfactory record of performance in connection with inspection or repair of the type of systems specified herein.

2001B

ERIE COUNTY CORRECTIONAL FACILITY

Bidder must be able to perform diagnostics and repairs of the printed circuit boards and zone addressable modules. Bidder must be able to provide, at the time of bid, competency on the following Simplex Life Safety System. **Note: Comprehensive Full Coverage on this system will not commence until January 1, 2017 as system is new as of 2016 and required testing will have been completed.**

SIMPLEX 4100ES

Bidder must be a trained vendor in the concepts of the executive operating program. In the event of a malfunction, prospective bidder must have direct access to newly manufactured replacement parts and be able to install program and warranty said parts. Newly manufactured replacement parts shall be OEM, UL listed. Bidder must maintain spare parts inventory and have 24 hour access to all listed parts.

2001C

Central Station Monitoring Erie County Correctional Facility

Must be able to provide central Alarm and Detection – Monitoring for the term of contract.

2002

Each bidder shall submit, as requested by the owner: the number of the qualified service technicians to provide (24) twenty-four hour service, certification of all technicians to verify qualifications as certified by a major equipment manufacturer and/or as certified under the laws administered by the New York State Dept. of Labor, the (24) twenty-four hour emergency service phone number, and a list of customers who the contractor has successfully contracted with for services.

2003

The bidder shall be responsible for making an initial inspection of the equipment and facilities to be serviced, to adequately familiarize themselves with the building (see attached building schedule). Bidder shall have adequate knowledge of the systems being quoted to provide uninterrupted operation of all equipment. Any omissions or deletions by the bidder shall not be cause for increases or changes at a later date.

2004

The bidder shall provide adequate workman's compensation and liability insurance coverage acceptable to the Erie County Purchasing Department.

ARTICLE III QUALIFICATIONS OF BIDDERS

3001 The successful bidder must furnish at the time of the contract award the following:

1. An inventory of spare parts in the bidders shop for repair of the equipment listed in the building schedule under attached equipment sheets. If the bidder does not now own such parts, as an alternate, a list of parts which the bidder deems necessary to satisfactorily service this equipment for uninterrupted daily operation may be submitted together with a tabulation of procurement lead time for each item, and a statement that, in the event that the bidder is awarded this contract for service, he will immediately order and expedite delivery of such parts.

3001A

1. The bidder must furnish, at the time of the bid opening, the names of any full time technicians now on the payroll of the bidder who are factory trained in the maintenance and repair of equipment listed. Indicate for each person the number of years experience repairing such equipment.
2. References are required. List (3) three customers in Erie County who are currently employing the bidder for maintenance service on fire alarms and smoke detector systems.

ARTICLE IV PAYMENTS

4001 Payments in the amount stipulated in the contract shall be made Quarterly in arrears of service, upon submission of properly certified vouchers and invoices.

ARTICLE V FAILURE to COMPLY

5001 The County of Erie reserves the right to make inspections and tests at any time when deemed advisable, to ascertain that the requirements of these specifications are being fulfilled. Should it be found that the standards herein specified are not being satisfactorily maintained, the County of Erie may immediately demand that the contractor place the systems in condition to meet these requirements. If the contractor fails to comply with such demands, within a reasonable time, the County of Erie may by written notice to the contractor terminate his right to proceed further with the work. In such event, the County of Erie may take over the work and prosecute it to completion by contract or otherwise, and the contractor or their sureties (if any) shall be liable to the County of Erie for any excess cost occasioned.

The County of Erie may terminate the contract if it deems that the contract is not satisfactorily performed in accordance with the standards herein specified. In the event of such termination, the County of Erie may refuse to award future contracts to such contractor.

ARTICLE VI SCOPE OF WORK

6001 This invitation to bid assumes the systems covered to be in maintainable condition. If repairs are found necessary upon initial inspection, repair charges will be submitted for approval. Should these restoration charges be declined, those nonmaintainable items will be eliminated from the program and the agreement price adjusted accordingly.

6002 Year (1) one of the contract, 100% of the Smoke Heads are to be cleaned at all of the facilities. Thereafter, 50% of the Smoke Heads are to be cleaned in year (3) three at all of the facilities.

6003 Repair, replacement and emergency service provisions apply only to the systems and equipment covered. Repair of nonmaintainable parts shall not be included in this agreement as per Section 6001 above.

6004 Replacement of defective or worn component parts shall be included in this agreement, with the exception of nonmaintainable items. Nonmaintainable items shall include: items found to be nonmaintainable per Section 6001, horns, bells, pull stations, water flow switches and batteries.

6005 Damages to equipment resulting from accidents, fire, storm, water, negligence by owner or by any reason beyond the contractor's control other than fair wear and tear, shall not be the responsibility of the contractor.

ARTICLE VI SCOPE OF WORK (Continued)

- 6006 Worn, failed, or doubtful components and parts shall be replaced by the contractor. Replacement parts shall be a duplication of existing make and manufacturer or manufacturer's suggested replacement substitute, to minimize system depreciation and obsolescence. The owner shall approve all substitutes prior to their installation. Material, parts (within the limitations set forth in Section 6003) and labor costs of such replacements, shall be covered by the contract price. Non-maintainable items and damages as set forth in 6003 & 6004 may be installed only with approval by the County and are to be billed separately from this contract.
- 6007 Emergency Service shall be provided (24) twenty-four hours a day to minimize down time and inconvenience. Emergency service required during normal business hours for the trade, shall be provided without charge for labor or traveling expenses. Labor and travel expenses incurred during emergency service calls outside of normal business hours for the trade, shall be invoiced separately from this contract to the owner, at the contractors prevailing overtime rate. If for any reason a system should be out of service for more than the usual inspection or trouble shooting time, the contractor shall notify the Erie County Division of Buildings & Grounds office with the reason why, and what time the system is expected to be put back in service for proper and safe operation.
Contractor shall provide a list of names and emergency telephone numbers that can be contacted for emergency service, nights, weekends and holidays. **Owner shall be supplied a list of current labor and travel expense rates for normal business hours, overtime rates, holiday and weekend rates, and mileage rates for call in hours.**
- 6008 Upon completion of all testing and/or emergency services, contractor shall certify in writing that each system is 100% operational. Copies of this report shall be given to building engineers and delivered or mailed to Erie County Buildings & Grounds office, also copies maintained by the contractor. **Contractor shall supply and maintain on premise, as directed by the owner, a servicing log book documenting all occurrences, and time spent by the contractor's service technician.** Specific items that were inspected or serviced shall be listed in the log book, so as to prevent repetition on future inspections. The contractor shall maintain on the premises, all drawings and prints, outlining all electrical and mechanical repairs, replacement, or adjustments performed on the equipment. These drawings and prints shall be available at all times for Erie County inspection and upon termination of the contract shall become the property of Erie County.
- 6009 EQUIPMENT LISTING
Where possible, the owner shall provide the bidders with a list of equipment to be covered under this agreement. Where partial or incomplete listings exist, it shall remain the contractor's responsibility to assure that all systems (as listed in Article I) operation and integrity is maintained at all times.
- 6010 QUARTERLY FIRE ALARM-SMOKE DETECTION MAINTENANCE PROCEDURES:
The contractor shall inspect, clean, test, adjust and repair or replace all system components to maintain proper system operation and integrity. These functions shall include as minimum, not necessarily limited to the following:
- a. Check main and slave control panels to assure operation and integrity of all alarming and initiating circuits, on a quarterly basis. (Four times per year).
 - b. Local alarms shall be energized, using an active alarm initiating device with each quarterly inspection.
 - c. City trip circuits and devices shall be verified at the owners site and at the appropriate fire agency, utilizing an active alarm initiating device with each quarterly inspection. Log book to show a different initiating device on each inspection, i.e. (pull box, smoke detector, heat detector etc.).
 - d. Twenty-five percent (25%) of manual initiating devices shall be activated and alarm verified at the main panel four times per year. This operation may be scheduled at a time other than the quarterly inspection. Log book shall list the devices checked, so as to assure 100% of devices inspected in one year.

6010 QUARTERLY FIRE ALARM-SMOKE DETECTION MAINTENANCE PROCEDURES: (Continued)

- e. All automatic sensing devices shall be initiated and their alarm signal verified at the main control panel at least once per contract year. Inspections may be split 25% each time to assure 100% inspection in contract year. Log book shall list devices checked at each inspection.
- f. All audible and visual alarm devices shall have their operation verified at each quarterly inspection.
- g. Clean and lubricate all main control panels and secondary equipment (fans, motors, filters, relays etc.) as necessary.

6010.25 SEMIANNUAL FIRE ALARM-SMOKE DETECTION MAINTENANCE PROCEDURES:

The contractor shall inspect, clean, test, adjust and repair or replace all system components to maintain proper system operation and integrity. These functions shall include as minimum, not necessarily limited to the following:

- a. Check main and slave control panels to assure operation and integrity of all alarming and initiating circuits, on a semiannual basis. (two times per year).
- b. Local alarms shall be energized, using an active alarm initiating device with each semiannual inspection.
- c. City trip circuits and devices shall be verified at the owners site and at the appropriate fire agency, utilizing an active alarm initiating device with each semiannual inspection. Log book to show a different initiating device on each inspection, i.e. (pull box, smoke detector, heat detector etc.).
- d. Fifty percent (50%) of manual initiating devices shall be activated and alarm verified at the main panel two times per year. This operation may be scheduled at a time other than the semiannual inspection. Log book shall list the devices checked, so as to assure 100% of devices inspected in one year.
- e. All automatic sensing devices shall be initiated and their alarm signal verified at the main control panel at least once per contract year. Inspections may be split 50% each time to assure 100% inspection in contract year. Log book shall list devices checked at each inspection.
- f. All audible and visual alarm devices shall have their operation verified at each semiannual inspection.

6010.50

ANNUAL FIRE ALARM-SMOKE DETECTION MAINTENANCE PROCEDURES:

The contractor shall inspect, clean, test, adjust and repair or replace all system components to maintain proper system operation and integrity. These functions shall include as minimum, not necessarily limited to the following:

- a. Check main and slave control panels to assure operation and integrity of all alarming and initiating circuits, on an annual basis. (once per year).
- b. Local alarms shall be energized, using an active alarm initiating device with each annual inspection.
- c. City trip circuits and devices shall be verified at the owners site and at the appropriate fire agency, utilizing an active alarm initiating device with each annual inspection. Log book to show a different initiating device on each inspection, i.e. (pull box, smoke detector, heat detector etc.).
- d. One hundred percent (1000%) of manual initiating devices shall be activated and alarm verified at the main panel. This operation may be scheduled at a time other than the annual inspection. Log book shall list the devices checked, so as to assure 100% of devices inspected in one year.
- e. All automatic sensing devices shall be initiated and their alarm signal verified at the main control panel at least once per contract year. Inspections must assure 100% inspection in contract year. Log book shall list devices checked at each inspection.
- f. All audible and visual alarm devices shall have their operation verified at each annual inspection.

ARTICLE VII DEVICE REPLACEMENT

Devices which, in the opinion of the contractor, can no longer be serviced or repaired, shall be replaced by prior authorization of the owner and invoiced separately on a pro-rated exchange i.e.: (smoke detectors, horns, bells, stations, water flow switches, batteries).

ARTICLE VIII ADDENDUM or CHANGE

8001 Any omissions or deletions in this specification, which the bidders feel should be either added or subtracted, and could result in attaching an addendum shall be discussed with the owner's agents within a period not to exceed two weeks prior to the scheduled bid opening.

8002 OWNER'S AGENTS

Erie County Department of Public Works
Division of Buildings and Grounds
95 Franklin Street
14th Floor Rath Building
Buffalo, NY 14202

Senior Chief Engineer – Earl C. Zeeb, 858-4991

-SEE ATTACHMENT OF BUILDING SCHEDULES-



COUNTY OF ERIE

**MARK C. POLONCARZ
COUNTY EXECUTIVE**

DIVISION OF PURCHASE

TO: ALL BIDDERS
**FROM: James D. Kucewicz, Buyer
Erie County Division of Purchase**
DATE: December 29, 2015
**SUBJECT: ADDENDUM NO. 1 Erie County Bid #216018-002
Maintenance of Fire Alarm & Smoke Detector Systems**

The attention of all bidders is directed to the following changes in the above bid:



THE BID OPENING DATE HAS BEEN CHANGED TO JANUARY 5, 2016 AT 2:00PM

Add Article 2001D **Central Station Monitoring Erie County Fire Training/Hazmat Building 3359 Broadway**
Must be able to provide Central Alarm and Detection – Monitoring for the term of the contract.

Article VI Language change

6002 Year (1) one of the contract , 50% of the smoke heads are to be cleaned at all facilities.
Year (2) two of the contract remaining 50% of the smoke heads are to be cleaned at all facilities.

Under Building Schedules

Erie County Fire Training/Hazmat Building
3359 Broadway
Cheektowaga N.Y. 14225

Central Station Monitoring Annual Cost \$420,00

BUILDING SCHEDULES

Erie County Correctional Facility
11581 Walden Avenue
Alden, NY 14004

Contact person: Joe Dauer, Chief Engineer – 937-5642 Year 2017
Annual Cost \$16,200.00
(4) Inspections and Tests per Year

Correctional Facility Central Station Monitoring Annual Cost \$420.00

Alden Mechanical Center
11494 Walden Avenue
Alden, NY 14004

Contact person: Mike Kotas, Maintenance Supervisor – 937-5642
Annual Cost \$900.00
*(2) Inspections and Tests per Year

Yankee Building
11490 Walden Avenue
Alden, NY 14004

Contact person: Mike Kotas, Maintenance Supervisor – 937-5642
Annual Cost \$1,500.00
(1) Inspections and Tests per Year

Erie County Fire Training / Hazmat Building
3359 Broadway
Cheektowaga, NY 14225

Contact person: Sandor Toth, Chief Engineer – 823-4782
Annual Cost \$2,250.00
*(2) Inspections and Tests per Year

120 – 134 West Eagle Street
Buffalo, NY 14202

Contact person: Dan Fitzgibbons , Chief Engineer – 858-6368
Annual Cost \$3,150.00
* (2) Inspections and Tests per Year

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.

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

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 SimplexGrinnell

ADDRESS OF PRINCIPAL OFFICE STREET 4700 Exchange St.--Ste 300

CITY Boca Raton

AREA CODE 561 PHONE 988-7200 STATE FL ZIP 33431

Check one: CORPORATION _____ PARTNERSHIP X INDIVIDUAL _____

INCORPORATED UNDER THE LAWS OF THE STATE OF _____

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

YES _____ NO _____

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE STREET 6850 Main St--Ste 3

CITY Williamsville

AREA CODE 716 PHONE 633-8465 STATE NY ZIP 14221

NAMES AND ADDRESSES OF PARTNERS:

Robert F Chauvin 50 Technology Drive, Westminster, MA 01441

Chris Maxie 4700 Exchange Court, Suite 300, Boca Raton, FL 33431

Mark Meisner 9 Roszel Road, Princeton, NJ 08540



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"). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

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

Michael Zyglis

Signature 

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)

Michael Zyglis, being duly sworn, states that he or she is the Name of Corporate Officer District General Manager, of SimplexGrinnell LP, 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 29th

Day of December, 2015

Division of Purchase
EEO Compliance Place Card

Date Sent 2 / 12 / 16

Buyer JK

Bid # 216018-002

Bid Title Maintenance of Fire Alarm & Smoke Detector Systems

Comments:

EEO Sign-off  Date 2 / 24 / 2016

WAIVER RECOMMENDATION

COMPANY: SIMPLEXGRINNELL LP

ADDRESS: 6850 MAIN STREET, STE 3, WILLIAMSVILLE, NY 14221

TELEPHONE NUMBER: (716) 633-8465 BID NO.: 216018-002

1. Vendor has made a good faith effort to subcontract on this bid for which minority/women's business enterprises bids could be solicited; and
2. The total percentage of the bid which could be subcontracted for which minority business enterprises bids could be solicited is less than 10% for MBEs and/or 2% WBEs.

A waiver as provided for by Erie County Local Law, is hereby requested on the grounds that there are no insufficient (circle the appropriate term) minority/women's business enterprises in the market area of this bid.

- | | |
|----------------------------|-----------|
| 1. <u>WEYDMAN ELECTRIC</u> | 6. _____ |
| 2. <u>RAND & JONES</u> | 7. _____ |
| 3. <u>SUTTLES ELECTRIC</u> | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

(Use additional sheets if necessary.)

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

12/28/15
DATE _____ SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE _____

Granted in Whole: _____

Granted in Part: X

Comments:

[Signature]
DIRECTOR OF E.E.O. _____ 2/24/2016
DATE

NYS CONTRACT #
PT63104
GROUP # 77201

SIMPLEXGRINNELL'S STATE CONTRACT SATISFIES THE UTILIZATION COMMITMENT REQUIRED BY NEW YORK STATE. OUR CURRENT NEW YORK STATE CONTRACT UTILIZES A TOTAL OF 4% MBE AND 4% WBE STATEWIDE. THESE % ARE NOT PROJECT-SPECIFIC, HOWEVER THEY MEET THE TOTALS ACROSS THE ENTIRE STATE.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/19/2016

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

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

PRODUCER Marsh USA Inc. 1166 Avenue of the Americas New York, NY 10036	CONTACT NAME: Cindy Stathos, Michael Stastny or Terryn Castanon PHONE (A/C, No., Ext.): (844) 892-0092 FAX (A/C, No.): E-MAIL ADDRESS: Please see bottom of 2nd page							
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B: ACE Fire Underwriters Insurance Company</td> <td>20702</td> </tr> <tr> <td>INSURER C: Indemnity Insurance Company of North America</td> <td>43575</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: ACE Fire Underwriters Insurance Company	20702	INSURER C: Indemnity Insurance Company of North America
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INSURER C: Indemnity Insurance Company of North America	43575							
INSURED SimplexGrinnell LP 6850 Main Street, Suite 3 WILLIAMSVILLE, NY 14221 United States								

COVERAGES **CERTIFICATE NUMBER:** 1528735 - A **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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	HDO G27400358	10/1/2015	10/1/2016	EACH OCCURRENCE \$ 2,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000.00 MED EXP (Any one person) \$ 10,000.00 PERSONAL & ADV INJURY \$ 2,000,000.00 GENERAL AGGREGATE \$ 4,000,000.00 PRODUCTS - COMP/OP AGG \$ 4,000,000.00
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	ISA H08859905 (Excludes NH) ISA H08859917 (NH)	10/1/2015 10/1/2015	10/1/2016 10/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 7,500,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ NEW HAMPSHIRE (CSL) \$ 250,000.00
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED RETENTION \$	X	XSA H08859929 (NH) XSL G2740036A	10/1/2015 10/1/2015	10/1/2016 10/1/2016	EACH OCCURRENCE \$ 5,500,000.00 AGGREGATE PRODUCTS - \$ 11,000,000.00 NEW HAMPSHIRE (CSL) \$ 7,250,000.00
A B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WLR C48592284 (AZ CA MA) SCF C48592296 (WI) WLR C48592272 (All Other States)	10/1/2015 10/1/2015 10/1/2015	10/1/2016 10/1/2016 10/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 2,000,000.00 E L DISEASE - EA EMPLOYEE \$ 2,000,000.00 E L DISEASE - POLICY LIMIT \$ 2,000,000.00

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

Please refer to attached ACORD 101 for further remarks.

ORIGINAL DOCUMENT

FEB 26 2016

IN LAW DEPARTMENT

CERTIFICATE HOLDER

County of Erie
95 Franklin St
Buffalo, NY 14202
United States

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

MARSH USA INC. BY
Matthew Ferry, Casualty Program

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED SimplexGrinnell LP 6850 Main Street; Suite 3 WILLIAMSVILLE, NY 14221 United States
POLICY NUMBER		
CARRIER	NAIC	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

REGARDING NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:

This endorsement modifies the notice of cancellation of insurance provided hereunder:

Should any of the above described policies be cancelled, other than for non-payment of premium, before the expiration date thereof, 30 days advice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

All other terms and conditions of this policy remain unchanged.

REGARDING ADDITIONAL INSURED STATUS:

In accordance with the policy provisions, County of Erie is included as an additional insured under this policy, as a result of any contract or agreement entered into by the named insured and County of Erie.

FOR QUESTIONS REGARDING THIS CERTIFICATE OF INSURANCE CONTACT:
 Lindsay Felix (Email: lfelix@simplexgrinnell.com Phone: 716-650-6912)

THIS CERTIFICATE OF INSURANCE WAS GENERATED AND DELIVERED BY EXIGIS RiskWorks® rm.Certificates®
 Business Process Automation for Risk Management, Insurance, and Trade Finance
 To learn what EXIGIS can do for your business visit exigis.com or call 800 928 1963



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/19/2016

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

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

PRODUCER THOMAS E. SEARS, INC. 31 ST. JAMES AVENUE, SUITE 1050 Boston, MA 02116-4101	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE INSURER D. ACE Property & Casualty Insurance Co	NAIC # 20699
INSURED Tyco International Management Company, LLC including subsidiary: SimplexGrinnell LP 6850 Main Street; Suite 3 WILLIAMSVILLE, NY 14221 United States		

COVERAGES

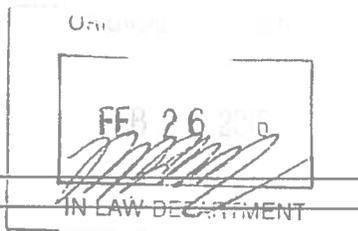
CERTIFICATE NUMBER: 1528735 - B

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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR OWNER'S & CONTRACTOR S GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D X	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	XOOG27835065	10/1/2015	10/1/2016	EACH OCCURRENCE \$ AGGREGATE \$ UMBRELLA(OCC/AGG) is \$7.5M Per Occ 52,500,000.00
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

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



CERTIFICATE HOLDER County of Erie 95 Franklin St. Buffalo, NY 14202 United States	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 THOMAS E. SEARS, INC. <i>John Bennett</i>
--	--

ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured Tyco International Management Company, LLC			Endorsement Number 2
Policy Symbol ISA	Policy Number H08859905	Policy Period 10/01/2015 TO 10/01/2016	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- TRUCKERS COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- GARAGE COVERAGE FORM
- EXCESS BUSINESS AUTO COVERAGE FORM
- EXCESS TRUCKERS COVERAGE FORM

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
 - 1. You.
 - 2. Any of your "employees" or agents.
 - 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.



Authorized Representative

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (Use street address only)</p> <p>SimplexGrinnell, LP 50 Technology Drive Westminster, MA 01441</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 1-888-447-4027</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured 46-03753-2</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 58-2608861</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. Buffalo, NY 14202</p> <p>Please email to: l.felix@simplexgrinnell.com</p> <div data-bbox="435 661 792 898" style="border: 1px solid black; padding: 5px; text-align: center;"> <p>ORIGINAL DOCUMENT ON FILE</p> <p>FEB 26 2016</p> <p>IN LAW DEPARTMENT</p> </div>	<p>3a. Name of Insurance Carrier Indemnity Insurance Co. of North America</p> <p>3b. Policy Number of entity listed in box "1a" WLR C48592272</p> <p>3c. Policy effective period October 1, 2015 to October 1, 2016</p> <p>3d. The Proprietor, Partners or Executive Officers are included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded. <input type="checkbox"/></p>

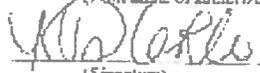
This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation 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"

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the 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: Kelsey DiCarlo
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  2/11/2016
(Signature) (Date)

Title: Insurance Specialist

Telephone Number of authorized representative or licensed agent of insurance carrier: 212-345-6000

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 and Employers' Liability Policy

Named Insured TYCO INTERNATIONAL MANAGEMENT COMPANY, LLC 9 ROSZEL ROAD PRINCETON NJ 08540	Endorsement Number
	Policy Number Symbol:WLR Number:C48592272
Policy Period 10-01-2015 TO 10-01-2016	Effective Date of Endorsement 10-01-2015
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR
RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS
EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.



Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured TYCO INTERNATIONAL MANAGEMENT COMPANY, LLC 9 ROSZEL ROAD PRINCETON NJ 08540	Endorsement Number
	Policy Number Symbol WLR Number: C48592284
Policy Period 10-01-2015 TO 10-01-2016	Effective Date of Endorsement 10-01-2015
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1. Specific Waiver
 Name of person or organization:

 Blanket Waiver
 Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:

3. Premium:

The premium charge for this endorsement shall be 2.0 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium : \$0



 Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured TYCO INTERNATIONAL MANAGEMENT COMPANY, LLC 9 ROSZEL ROAD PRINCETON NJ 08540	Endorsement Number
	Policy Number Symbol: SCF Number: C48592296
Policy Period 10-01-2015 TO 10-01-2016	Effective Date of Endorsement 10-01-2015
Issued By (Name of Insurance Company) ACE FIRE UNDERWRITERS INS CO	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR
RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS
EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.



Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured TYCO INTERNATIONAL MANAGEMENT COMPANY, LLC 9 ROSZEL ROAD PRINCETON NJ 08540	Endorsement Number
	Policy Number Symbol WLR Number C48592272
Policy Period 10-01-2015 TO 10-01-2016	Effective Date of Endorsement 10-01-2015
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Specific Waiver
 Name of person or organization:

 Blanket Waiver
 Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations: ALL TEXAS OPERATIONS

3. Premium:
 The premium charge for this endorsement shall be 2.0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: \$0



Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured TYCO INTERNATIONAL MANAGEMENT COMPANY, LLC 9 ROSZEL ROAD PRINCETON NJ 08540	Endorsement Number
	Policy Number Symbol:WLR Number C48592272
Policy Period 10-01-2015 TO 10-01-2016	Effective Date of Endorsement 10-01-2015
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from u.s.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.



Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured TYCO INTERNATIONAL MANAGEMENT COMPANY, LLC 9 ROSZEL ROAD PRINCETON NJ 08540	Endorsement Number
	Policy Number Symbol:WLR Number:C48592284
Policy Period 10-01-2015 TO 10-01-2016	Effective Date of Endorsement 10-01-2015
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR
RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS
EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.



Authorized Agent



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/19/2016

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

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PRODUCER Marsh USA Inc 1166 Avenue of the Americas New York, NY 10036	CONTACT NAME: Cindy Stathos, Michael Stastny or Terryn Castanon PHONE (A/C No, Ext): (844) 892-0092 FAX (A/C, No): E-MAIL ADDRESS: Please see bottom of 2nd page							
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B: ACE Fire Underwriters Insurance Company</td> <td>20702</td> </tr> <tr> <td>INSURER C: Indemnity Insurance Company of North America</td> <td>43575</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: ACE Fire Underwriters Insurance Company	20702	INSURER C: Indemnity Insurance Company of North America
INSURER(S) AFFORDING COVERAGE	NAIC #							
INSURER A: ACE American Insurance Company	22667							
INSURER B: ACE Fire Underwriters Insurance Company	20702							
INSURER C: Indemnity Insurance Company of North America	43575							
INSURED SimplexGrinnell LP 6850 Main Street, Suite 3 WILLIAMSVILLE, NY 14221 United States								

COVERAGES CERTIFICATE NUMBER: 1528735 - A REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNERS & CONTRACTORS PROT GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER	X		HDO G27400358	10/1/2015	10/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000.00 MED EXP (Any one person) \$ 1,000,000.00 PERSONAL & ADV INJURY \$ 10,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 4,000,000.00
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON OWNED AUTOS	X		ISA H08859905 (Excludes NH) ISA H08859917 (NH)	10/1/2015 10/1/2015	10/1/2016 10/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 7,500,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ NEW HAMPSHIRE (CSL) \$ 250,000.00
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		XSA H08859929 (NH) XSL G2740036A	10/1/2015 10/1/2015	10/1/2016 10/1/2016	EACH OCCURRENCE \$ 5,500,000.00 AGGREGATE PRODUCTS - NEW HAMPSHIRE (CSL) \$ 11,000,000.00 NEW HAMPSHIRE (CSL) \$ 7,250,000.00
A B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C48592284 (AZ CA MA) SCF C48592296 (WI) WLR C48592272 (All Other States)	10/1/2015 10/1/2015 10/1/2015	10/1/2016 10/1/2016 10/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH ER E L EACH ACCIDENT \$ 2,000,000.00 E L DISEASE - EA EMPLOYEE \$ 2,000,000.00 E L DISEASE - POLICY LIMIT \$ 2,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Please refer to attached ACORD 101 for further remarks.

ORIGINAL DOCUMENT

FEB 26 2016

WILLIAMSVILLE, NY

CERTIFICATE HOLDER County of Erie 95 Franklin St Buffalo, NY 14202 United States	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 MARSH USA INC, BY: Matthew Ferry, Casualty Program
---	---

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.	NAMED INSURED SimplexGrinnell LP 6850 Main Street; Suite 3 WILLIAMSVILLE, NY 14221 United States
POLICY NUMBER	EFFECTIVE DATE:
CARRIER	NAIC

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

REGARDING NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:

This endorsement modifies the notice of cancellation of insurance provided hereunder:

Should any of the above described policies be cancelled, other than for non-payment of premium, before the expiration date thereof, 30 days advice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

All other terms and conditions of this policy remain unchanged.

REGARDING ADDITIONAL INSURED STATUS:

In accordance with the policy provisions, County of Erie is included as an additional insured under this policy, as a result of any contract or agreement entered into by the named insured and County of Erie.

FOR QUESTIONS REGARDING THIS CERTIFICATE OF INSURANCE CONTACT:

Lindsay Felix (Email: lfelix@simplexgrinnell.com Phone: 716-650-6912)

THIS CERTIFICATE OF INSURANCE WAS GENERATED AND DELIVERED BY EXIGIS RiskWorks[®] rm.Certificates[®]
 Business Process Automation for Risk Management, Insurance, and Trade Finance
 To learn what EXIGIS can do for your business visit exigis.com or call 800 928 1963



CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER THOMAS E. SEARS, INC. 31 ST. JAMES AVENUE, SUITE 1050 Boston, MA 02116-4101		CONTACT NAME: PHONE (A/C, No., Ext.): _____ FAX (A/C, No.): _____ E-MAIL ADDRESS: _____	
INSURED Tyco International Management Company, LLC including subsidiary SimplexGrinnell LP 6850 Main Street, Suite 3 WILLIAMSVILLE, NY 14221 United States		INSURER(S) AFFORDING COVERAGE INSURER D ACE Property & Casualty Insurance Co	NAIC # 20699

COVERAGES **CERTIFICATE NUMBER:** 1528735 - B **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

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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR OWNER S & CONTRACTOR S GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D X	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED RETENTION \$		XOOG27835065	10/1/2015	10/1/2016	EACH OCCURRENCE \$ AGGREGATE \$ UMBRELLA(OCC/AGG) @ \$ 5M Per Occ \$2 500 000 00
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

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

Original
FEB 26 2016
[Signature]

CERTIFICATE HOLDER County of Erie 95 Franklin St Buffalo, NY 14202 United States	IN LAW DEPARTMENT	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 THOMAS E. SEARS, INC. <i>[Signature]</i>
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ADDITIONAL INSURED -
DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured Tyco International Management Company, LLC			Endorsement Number 2
Policy Symbol ISA	Policy Number H08859905	Policy Period 10/01/2015 TO 10/01/2016	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy

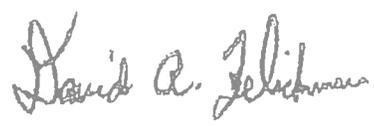
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- TRUCKERS COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- GARAGE COVERAGE FORM
- EXCESS BUSINESS AUTO COVERAGE FORM
- EXCESS TRUCKERS COVERAGE FORM

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
 - 1. You.
 - 2. Any of your "employees" or agents.
 - 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.



Authorized Representative

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STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (Use street address only)</p> <p>SimplexGrinnell, LP 50 Technology Drive Westminster, MA 01441</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 1-888-447-4027</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured 46-03753-2</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 58-2608861</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 Buffalo, NY 14202</p> <p>Please email to: l.felix@simplexgrinnell.com</p> <div data-bbox="430 655 787 892" style="border: 1px solid black; padding: 5px; text-align: center;"> <p>ORIGINAL DOCUMENT</p> <p>FEB 26 2016</p> <p>IN LAW DEPARTMENT</p> </div>	<p>3a. Name of Insurance Carrier Indemnity Insurance Co. of North America</p> <p>3b. Policy Number of entity listed in box "1a" WLR C48592272</p> <p>3c. Policy effective period October 1, 2015 to October 1, 2016</p> <p>3d. The Proprietor, Partners or Executive Officers are 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."

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the 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: Kekey DiCarlo
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [Signature] 2/11/2016
(Signature) (Date)

Title: Insurance Specialist

Telephone Number of authorized representative or licensed agent of insurance carrier: 212-345-6000

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 and Employers' Liability Policy

Named Insured TYCO INTERNATIONAL MANAGEMENT COMPANY, LLC 9 ROSZEL ROAD PRINCETON NJ 08540	Endorsement Number
	Policy Number Symbol:WLR Number:C48592272
Policy Period 10-01-2015 TO 10-01-2016	Effective Date of Endorsement 10-01-2015
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR
RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS
EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.



Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured TYCO INTERNATIONAL MANAGEMENT COMPANY, LLC 9 ROSZEL ROAD PRINCETON NJ 08540	Endorsement Number
	Policy Number Symbol WLR Number C48592284
Policy Period 10-01-2015 TO 10-01-2016	Effective Date of Endorsement 10-01-2015
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1. () Specific Waiver

Name of person or organization:

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:

The premium charge for this endorsement shall be 2.0 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium : \$0



Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured TYCO INTERNATIONAL MANAGEMENT COMPANY, LLC 9 ROSZEL ROAD PRINCETON NJ 08540	Endorsement Number
	Policy Number Symbol: SCF Number: C48592296
Policy Period 10-01-2015 TO 10-01-2016	Effective Date of Endorsement 10-01-2015
Issued By (Name of Insurance Company) ACE FIRE UNDERWRITERS INS CO	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR
RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS
EXECUTED PRIOR TO THE DATE OF LOSS

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.



 Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured TYCO INTERNATIONAL MANAGEMENT COMPANY, LLC 9 ROSZEL ROAD PRINCETON NJ 08540	Endorsement Number
	Policy Number Symbol WLR Number C48592272
Policy Period 10-01-2015 TO 10-01-2016	Effective Date of Endorsement 10-01-2015
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Specific Waiver
 Name of person or organization:

- Blanket Waiver
 Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be 2.0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:\$0



 Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured TYCO INTERNATIONAL MANAGEMENT COMPANY, LLC 9 ROSZEL ROAD PRINCETON NJ 08540	Endorsement Number
	Policy Number Symbol:WLR Number C48592272
Policy Period 10-01-2015 TO 10-01-2016	Effective Date of Endorsement 10-01-2015
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy	

UTAH WAIVER OF SUBROGATION ENDORSEMENT

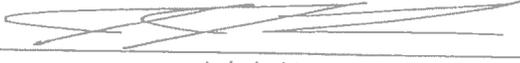
This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS



 Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured TYCO INTERNATIONAL MANAGEMENT COMPANY, LLC 9 ROSZEL ROAD PRINCETON NJ 08540	Endorsement Number
	Policy Number Symbol WLR Number: C48592284
Policy Period 10-01-2015 TO 10-01-2016	Effective Date of Endorsement 10-01-2015
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR
RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS
EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.



Authorized Agent

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# 2015012464.

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

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

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