



**COUNTY OF ERIE
DIVISION OF PURCHASE
MEMORANDUM**

To: All Using Departments

From: Jamie Kucewicz, Buyer

Date: April 14, 2016

Subject: MAINTENANCE ON SECURITY, FIRE, CLOCK MONITORING SYSTEMS

Bid No.: B214061-002

Effective Dates: Extended through April 30, 2017

Vendor #: 108447

Vendor: FIRE SAFETY SYSTEMS, INC.
525 Aero Drive, Suite 200
Buffalo, NY 14225

Telephone: 716-894-9700

Pricing: Per attached document



COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

VALLIE M. FERRARACCIO
DIRECTOR

March 31, 2016

Fire Safety Systems, Inc.
525 Aero Drive, Suite 200
Buffalo, NY 14225
Attn: Terrance M. Connelly

Re: Bid #B214061-002 – “Maintenance on Security, Fire, Clock Monitoring Systems”

Dear Mr. Connelly:

The County of Erie wishes to extend this agreement for an additional year through April 30, 2017, under the same prices, terms and conditions as the original agreement.

Extension is provided for per paragraph 26, Page 5 of 6 of the bid specifications. This offer is for your immediate consideration and acceptance. Please indicate below whether you agree to extend or do not wish to extend. Please respond **within seven days upon receipt of this request.**

After approval and execution by the County, a fully signed copy will be returned to you for your files.

Yes, I agree to extend No, I do not wish to extend

Company Name: FIRE SAFETY Systems

Representative (Please print): TERRANCE M. Connelly Title: President

Signature: Terrance M. Connelly Date: 04-05-16

Sincerely,

James D. Kucewicz
Buyer

Vallie M. Ferraraccio
Director of Purchase
4/15/2016
DATE



County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

STANDARD AGREEMENT

This AGREEMENT, made as of the 25th DAY OF APRIL, 2014

by and between FIRE SAFETY SYSTEMS, INC.

of 525 AERO DRIVE, SUITE 200, BUFFALO, NY 14225

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 APRIL 21, 2014 at 2:00 PM

for: MAINTENANCE ON SECURITY, FIRE, CLOCK MONITORING SYSTEMS.

WHEREAS, the bid of the Contractor submitted in accordance therewith, the sum of \$32,900.00, 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. B214061-002, 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: FIRE SAFETY SYSTEMS, INC.

by _____ by Terrance M Connelly
Director of Purchase

Date _____ Title PRESIDENT

Date 05-09-2014

APPROVED AS TO FORM

Assistant County Attorney
County of Erie, New York

Date _____

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 21st day of April, 20 14

TERMS 2% 10days, Net 30 DELIVERY DATE AT DESTINATION Upon Contract rewarded

FIRM NAME Fire Safety Systems, Inc

ADDRESS 525 Aero Drive, Suite 200

Buffalo NY ZIP 14225

AUTHORIZED SIGNATURE Terrance M. Connelly

TYPED NAME OF AUTHORIZED SIGNATURE Terrance M Connelly

TITLE President TELEPHONE NO. 894-9700

County of Erie
DIVISION OF PURCHASE
BID SPECIFICATIONS

BID NO B214061-002

Ship to: County of Erie
 Attention:
 Address:

Ship Via: CW
 Date Required at Destination: ASAP

ITEM NO.	QUANTITY	UM	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Vendor will provide maintenance, emergency service and monitoring		
			for various systems at Buffalo & Erie County Public Library locations		
			per the attached specifications.		
			Term of the contract will be from		
			May 1, 2014 through April 30, 2015		
			There will be a pre-bid walk-through on April 17 at 9:00am,		
			beginning at the Central Library at 1 Lafayette Square,		
			Buffalo NY 14203 and proceeding to the other sites.		

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

TOTAL NET BID \$ 32,900.00

FIRE SAFETY SYSTEMS
 525 Aero Drive
 Suite 200
 Buffalo, NY 14225

NAME OF BIDDER

Terrance M. Connelly
 Terrance M Connelly

(Rev. 9/95)

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

FIRE, SECURITY, CLOCKS & MONITORING FOR THE BUFFALO & ERIE COUNTY PUBLIC LIBRARY SYSTEM INCLUDING MAIN BRANCH AND ALL 8 CITY of BUFFALO BRANCHES

Requirements: Maintenance, Service And Monitoring Agreement

Quotation Includes:

Maintenance, Emergency Service And Monitoring for all listed systems at all listed locations. Maintenance includes annual testing and inspection of all systems including cleaning of motion detectors, beam detectors, duct detectors and smoke detectors to be cleaned semi-annually. 24 hour emergency service require response within 2 hours of call.

1. Edwards EST3 Network Certification - Current factory certified technicians certificate required. (Will be verified)
2. Silent Knight Regency factory trained technicians. (Will be verified)
3. Alliance Access Control System factory trained technicians. (Will be verified)
4. Local stocking of all system components. (Will be verified)
5. Replacement of all defective components including, but not limited to control panels, clocks, keypads, DVRs, detectors, cameras, batteries **AT NO ADDITIONAL CHARGE**, even if damaged by lighting.
6. All system programming including software upgrades and the additions/deletions of user codes **AT NO ADDITIONAL CHARGE**, even if damaged by lighting.
7. Monitoring of all systems at all locations includes all alarms, opening and closing, failure to arm systems, emergency elevator 2 way communication, monthly activity reports and emergency reports as requested by the facility. Individual calling list by building for notifications.
8. Repairs to all system wiring including internal telephone cables, jacks, conduit and wiring.
9. All quantities and components listed are approximate. It is understood that all components connected to all systems listed are included regardless of listed quantities.
10. All labor required for service, repairs or replacement of system is included. Labor provided during normal working hours Monday through Friday 8:00 am to 5:00 pm. Emergency service labor provided within 2 hours of request. After hours emergency labor must be available when requested. Fire Alarm Systems inspection to be completed when the buildings are not open to the public. Labor to perform inspection testing and cleaning during non-public hours is included in this quotation. Labor to perform inspections or work that would be disruptive during open hours will be provided during non-public hours is included in this quotation.

FIRE, SECURITY, CLOCKS & MONITORING FOR THE BUFFALO & ERIE COUNTY PUBLIC LIBRARY SYSTEM INCLUDING MAIN BRANCH AND ALL 8 CITY of BUFFALO BRANCHES

10. Contractor is hereby alerted that the branches are presumed to contain and that the Central Library does contain asbestos containing material. Many of these materials are documented in an inventory report which resides in the office of the Maintenance Supervisor. The inventory report is accompanied by a Management Plan which outlines procedures working with around asbestos containing materials. It is not the intent of these documents, unless otherwise noted, to do asbestos abatement. The contractor is to avoid disruption of asbestos containing materials wherever possible. However, the contractor must follow the safety procedures outlines in the Management Plan, as well as all applicable codes and regulations pertaining to asbestos in performing the scope of work.

11. All bidders will be available for a walk through, date -

12. Successful bidders are responsible for all permits, licensing, and monitoring fees charged by local municipalities and will pay any fines due to equipment malfunctions/false alarms.

13. Replacement of all 8 camera system monitors and brackets in the Main Branch with 19" LCD Monitors within 60 days of receiving this contract is included in the this agreement at no additional charge to the Buffalo & Erie Public Library

BUFFALO & ERIE COUNTY LIBRARY - MAIN LIBRARY

<u>QUANTITY</u>	<u>MODEL</u>	<u>DEVICE</u>
2	Edwards EST3	Fire Alarm Control Panels - Networked
1	Pyrotrol 115V	Fire Alarm Control Panels - Networked
4	Edwards EST3	Signal Expanders
182	Edwards EST3	Address Smoke Detectors
148	Pyrotrol	Smoke Detectors
6	Pyrotrol	Beam Detectors
3	Edwards EST3	Beam Detectors
3	Edwards EST3	Duct Detectors
13	Pyrotrol	Duct Detectors
23	Edwards EST3	Heat Detectors
70	Chemtron	Heat Detectors
28	Pyrotrol	Pull Stations
11	Edwards EST3	Pull Stations
45	Pyrotrol	Horns
10	Pyrotrol	Horn/Strobes
67	Edwards EST3	Horn/Strobes
35	Edwards EST3	Strobes
2	Pyrotrol	Annunciators
1	Gamewell	Gamewell Municipal Box
13	Edwards EST3	Monitor Module - Sprinkler
9	Edwards EST3	Control Relay
16	Edwards EST3	Power Relay

BUFFALO & ERIE COUNTY LIBRARY - MAIN LIBRARY

Clock System

1	Master Clock
64	120 Volt Sync 12" Wall Clocks With Correction
12	120 Volt Sync Executive Clocks With Correction

Note: Repair of Clocks Includes Cost Of Movement Replacement

PA System

	Rauland Telecenter Rac
2	Biamp MPA 250
1	MACFi - MPC Mackenzie - Enhanced MPeg Audio Record / Play Station
1	Biamp CMA 30
1	Denon DN-T625 CD/Cassette Combo Deck
1	Interm PT-91075D Stereo Tower
1	Microphone
40	Speakers

Security System

3	Network Silent Knight Regency Control Communications With Batteries & Expanders, 4800 Series
19	Silent Knight Regency Keypads
1	Printer With Interface Control
50	Panic Switches
46	Door Contacts
5	Overhead Garage Door Contacts
22	Motion Detectors
9	Magnetic Locks
6	Exit Devices
12	Wireless Receivers
25	Access Keypads
1	Elevator Telephone
1	4 Station Intercom System
1	Wireless Alarm Transmitter
1	Water Monitoring System

BUFFALO & ERIE COUNTY LIBRARY - MAIN LIBRARY

Access System

1	Access System Server - Network
1	Access System Client Computer - Network
1	Access System Alliance Software - Network
5	Access System Alliance Control Panels - Network
16	Alliance Card Readers
16	Door Strikes
5	Alliance LCD Keypads
2	Motion Detectors
16	Door Contacts

Camera System

5	DVR's - Network Software
5	Camera Power Supplies
4	19" Color Monitors
4	14" Color Monitors
3	Monitors Quads
2	Monitor Switchers
5	Exterior Digital Color Camera With Pan, Tilt & Zoom Lens Control
6	Interior Digital Color Camera With Pan, Tilt & Zoom Lens Control
72	Interior Color Cameras

BUFFALO & ERIE COUNTY LIBRARY BRANCHES

Frank Merriweather Library

Security

1	Silent Knight Security Control Panel
2	Silent Knight Keypads
6	Door Contacts
9	Motion Detectors
1	Panic Alarm
1	High Water Alarm
1	Interior Siren
1	Exterior Siren

Camera System

1	DVR
1	Power Supply
7	Exterior Color Cameras
10	Interior Color Cameras

Telephone System

1	Panasonic Control/Switch
4	Panasonic Telephones
1	Power Supply

Fire Alarm System

1	Fire Alarm Control Panel - Addressable
1	Remote Annunciator
8	Pull Stations
51	Smoke Detectors
6	Heat Detectors
12	Audio Visuals
4	Visual Signals
4	Relays

BUFFALO & ERIE COUNTY LIBRARY BRANCHES

Crane Library

1	Silent Knight Regency Control Panel With Communicator And Battery
1	Silent Knight Regency Keypads
4	Motion Detectors
4	Door Contacts
1	Panic Switch
1	Temperature Switch
1	High Water Switch
1	Central Station Monitoring
1	RJ31x Jack
1	Interior Siren
1	Interior Camera With Lens And Mounting Bracket
1	Monitor
1	Power Supply With Audible Signals
1	Fire Alarm Control Panel
4	Pull Stations
2	Heat Detectors
4	Audio Visuals

Dudley Library

1	Silent Knight Regency Control Panel With Communicator And Battery
1	Silent Knight Regency Keypads
1	DVR
1	Camera Power Supply
5	Interior Color Cameras
5	Exterior Color Cameras
3	Motion Detectors
5	Door Contacts
1	Panic Switch
1	Temperature Switch
1	Central Station Monitoring
1	RJ31x Jack
1	Interior Siren
1	Fire Alarm Control Panel, Battery Backup Auxiliary Functions, Municipal Connection
6	Smoke Detectors
4	Heat Detectors
3	Pull Stations
3	Audio Visuals Signals

BUFFALO & ERIE COUNTY LIBRARY BRANCHES

East Clinton Library

1	Silent Knight Regency Control Panel With Communicator And Battery
1	Silent Knight Regency Keypads
3	Motion Detectors
3	Door Contacts
1	Panic Switch
1	Temperature Switch
1	Exterior Siren With Tamper Switch
1	Central Station Monitoring
1	RJ31x Jack
1	Interior Siren
1	Fire Alarm Control Panel
3	Pull Stations
4	Heat Detectors
3	Audio Visuals

East Delavan Library

1	Silent Knight Regency Control Panel With Communicator And Battery
1	Silent Knight Regency Keypads
2	Motions Detectors
2	Door Contacts
1	Panic Switch
1	Temperature Switch
1	Central Station Monitoring
1	Interior Siren
1	Monitor With Tamper Switch
1	High Water Sensor
3	Interior Camera With Lens, Mounting Bracket And Tamper Switch
1	Switcher
1	DVR With Tamper Switch
1	Exterior Color Camera With Enclosure, Tamper Switch, Lens, Power Supply & Mounting
1	Auto Switcher
1	Fire Alarm Control Panel
2	Pull Stations
8	Smoke Detectors
4	Heat Detectors
4	Audio Visuals

BUFFALO & ERIE COUNTY LIBRARY BRANCHES

Niagara Library

- 1 Silent Knight Regency Control Panel With Communicator And Battery
- 1 Silent Knight Regency Keypads
- 5 Motion Detectors
- 5 Door Contacts
- 1 Panic Switch
- 1 Temperature Switch
- 1 Exterior Siren With Tamper Switch
- 1 Central Station Monitoring
- 1 RJ31x Jack
- 1 Interior Siren
- 1 Fire Alarm Control Panel
- 4 Pull Stations
- 4 Heat Detectors
- 4 Audio Visuals

North Park Library

- 1 Vista 128BP
- 1 6160 Keypad
- 2 Motions Detectors
- 2 Door Contacts
- 2 Panic Switch
- 1 Central Station Monitoring
- 1 RJ13x Jack
- 1 Interior Siren
- 1 Fire Alarm Control Panel With Battery Backup And Municipal Connection
- 5 Smoke Detectors
- 2 Pull Stations
- 3 Audio Visuals
- 3 Visuals

BUFFALO & ERIE COUNTY LIBRARY BRANCHES

Riverside Library

1	Silent Knight Regency Control Panel With Communicator And Battery
1	Silent Knight Regency Keypads
3	Motion Detectors
7	Door Contacts
1	Panic Switch
1	Temperature Switch
1	Camera, Lens & Mount
1	Monitor
1	Central Station Monitoring
1	RJ31x Jack
1	Interior Siren
1	Fire Alarm/Voice Communication Control Panel
6	Smoke Detectors
5	Duct Detectors
5	Speaker Strobes
5	Pull Stations
1	Municipal Connections
1	Microphone
2	Auxiliary Connections
1	Monitor
1	Camera Power
3	Interior Color Cameras
1	Exterior Color Camera

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)

County of Erie

DIVISION OF PURCHASE

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

FIRM NAME Fire Safety Systems, Inc

ADDRESS OF PRINCIPAL OFFICE STREET 525 Aero Drive Suite 200
CITY Buffalo

AREA CODE 716 PHONE 894-9700 STATE Ny ZIP 14225

Check one: CORPORATION PARTNERSHIP INDIVIDUAL

INCORPORATED UNDER THE LAWS OF THE STATE OF New York

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

YES NO

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

NAMES AND ADDRESSES OF PARTNERS:

Terrance M Connelly 304 Rivermist Dr Buffalo Ny 14202



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

Division of Purchase
EEO Compliance Place Card

Date Sent 5 / 12 / 14

Buyer J Kucwicz

Bid # B214061-002

Bid Title Maintenance on Security, Fire Clock Monitoring Systems

Comments: _____

EEO Sign-off Jean L. Ruffolo Date 5 / 13 / 2014

WAIVER RECOMMENDATION

COMPANY: Fire Safety Systems, Inc

ADDRESS: 525 Aero Drive Suite 200 Buffalo NY 14225

TELEPHONE NUMBER: (716) 894-9700 BID NO.: B214061-002

- 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. Edwards EST3 Factory Certified Technicians 6. _____
- 2. Silent Knight Regency F.C.T 7. _____
- 3. Alliance Access F.C.T 8. _____
- 4. Local Stocking of All Systems 9. _____
- 5. 2 Hour Emergency Service Response 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.

05-09-2014
DATE

Timothy M. Connelly
SIGNATURE OF AUTHORIZED
COMPANY REPRESENTATIVE

Granted in Whole: _____

Granted in Part: _____

Comments:

James J. ...
 DIRECTOR OF E.E.O. 5/13/2014
DATE



Fire Safety Systems, Inc.

Fire Alarm Systems • Security Systems • CCTV • Access Control • Clock Systems • Communication Systems

May 9, 2014

County of Erie
95 Franklin Street
Rath Building
Buffalo, NY 14202

Attn: James D. Kucewicz

Ref: Request for Waiver Bid # B214061-002

James,

Fire Safety Systems, Inc is requesting a waiver for the MBE and WBE Business Enterprises as part of the Maintenance on Security, Fire, Clock and Monitoring systems for the Buffalo and Erie County Libraries under bid number B214061-002.

The contract specifications require the following must be met by the contractor:

1. Edwards EST3 factory trained and factory certified network technicians
2. Silent Knight Regency factory trained technicians
3. Alliance Access Control factory trained technicians
4. Local stocking of all system components
5. 2 hour response for emergency repairs of all systems and equipment listed in contract

To the best of our knowledge, there are no MBE or WBE contractors in Erie County that can meet these specifications.

Sincerely,

Terrance M. Connelly
President

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>Fire Safety Systems Inc. 525 Aero Drive, Suite 200 Cheektowaga, NY 14225</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 716-894-9700</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 16-1605042</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>County of Erie 95 Franklin Street Buffalo, NY 14202</p> <div data-bbox="381 672 755 913" style="border: 1px solid black; padding: 5px; text-align: center;"> <p>ORIGINAL DOCUMENT</p> <p>NOV 3 2015</p> <p>IN LAW DEPARTMENT</p> </div>	<p>3a. Name of Insurance Carrier Twin City Fire Insurance Company</p> <p>3b. Policy Number of entity listed in box "1a" 01 WEC PH1396</p> <p>3c. Policy effective period 07/19/15 to 07/19/16</p> <p>3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded</p>

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

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: Edward C. Gelia Jr.
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Edward C. Gelia Jr. 10/29/2015
(Signature) (Date)

Title: Executive Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-632-6118

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

Workers' Compensation Law

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

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

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