



County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

STANDARD AGREEMENT

This AGREEMENT, made as of the 19th DAY OF MAY, 2014

by and between SIEMENS INDUSTRY, INC.

of 85 NORTHPOINTE PARKWAY, AMHERST, NY 14228

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

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

on MAY 14, 2014 _____ at 2:00 PM

for: BUILDING MANAGEMENT SYSTEM SERVICE CONTRACT – HARLEM ROAD OPERATIONS CENTER.

WHEREAS, the bid of the Contractor submitted in accordance therewith, the sum of \$141,100.00, 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. 214133-002, Specifications and Provisions of Law annexed hereto and forming a part of this contract, furnish the equipment and materials and perform the work and services described in the Accepted Bid for the above sum.

_____ Paid monthly upon presentation of invoices.

_____ XXX _____ Upon delivery, completion and approval of the work, as per specifications.

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

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

COUNTY OF ERIE

CONTRACTOR: SIEMENS INDUSTRY, INC.

by _____
Director of Purchase

by 
Paul P. Ingham
Area Manager

Date _____

Title _____

Date 6/12/14

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: 214133-002

OPENING DATE: MAY 14, 2014 TIME: 2:00 PM

FOR: BUILDING MANAGEMENT SYSTEM SERVICE CONTRACT – HARLEM ROAD OPERATIONS CENTER

NAME OF BIDDER: SIEMENS

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

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

- 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 "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

(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 10th day of MAY, 20 14

TERMS _____ DELIVERY DATE AT DESTINATION _____

FIRM NAME SIEMENS INDUSTRY, INC. - BUILDING TECHNOLOGIES DIVISION

ADDRESS 85 NORTHPOINTE PARKWAY

AMHERST, NY ZIP 14228

AUTHORIZED SIGNATURE 

TYPED NAME OF AUTHORIZED SIGNATURE _____

TITLE AREA SALES MGR TELEPHONE NO. _____

County of Erie
DIVISION OF PURCHASE
BID SPECIFICATIONS

BID NO. 214133-002

Ship to:
 Attention:

Ship Via:
 Date Required at Destination:

CATALOG NO./DESCRIPTION			
			Vendor to provide maintenance for the Siemens Building Management
			System at the Harlem Road Operations Center in Cheektowaga, per the
			accompanying specifications.
			Contract period will be from June 1, 2014 through December 31, 2016.
			For questions regarding the specifications of this bid, please
			contact Earl Zeeb at (716) 858-4991.
			Please submit bid pricing on "ARTICLE IV – PAYMENT" page.

NOTE: Bid results cannot be given over the phone. All requests for bid results should be submitted in writing or faxed to:

ERIE COUNTY DIVISION OF PURCHASE
 Freedom of Information Officer
 95 Franklin Street, Rm. 1254
 Buffalo, NY 14202
 FAX #. 716/858-6465

NAME OF BIDDER SIEMENS

(Rev. 9/95)

Contract to cover the period June 1, 2014 – December 31, 2016.

ARTICLE I – General Information

1001 – The Buildings and Grounds Division requires a maintenance contract for the Siemens Building Management System (BMS) at the Harlem Road Operations Center in Cheektowaga. This will be a thirty-one month agreement. The BMS encompasses the entire Erie County system servers and clients at Harlem Road for the Siemens APOGEE Building Automation System (BAS) throughout Erie County. The system is used to monitor fire alarm and temperature control points throughout the County buildings. Any services to the system must be performed by factory certified technicians to ensure the integrity of system is maintained. This system is used as central monitoring for the Erie County Department of Public Works, and uptime is crucial for day-to-day tasks. The contractor assumes all associated liabilities and risks when performing maintenance to the integrated system.

1002 – The Harlem Road Operations Center BMS is tied into the Erie County Emergency Information Control Network (EICN). The contractor assumes all risks and liabilities on the EICN when servicing the BMS. All and any upgrades to the BMS will be compatible with the EICN. The EICN encompasses the BMS at the following buildings: Youth Detention Facility, Rath Building, Broadway Public Health Center, William Health Center, EOC Bunker, 1084 Harlem Road, Fire Tower, Public Safety Campus, Alden Correctional, County Holding Center, and Botanical Gardens.

1003 – The outlined services shall include for full comprehensive coverage including all services detailed in the following paragraphs. All BMS servers, clients, workstations, monitors, printers, power supplies, modems, and front-end software (upgrades) are to be included but not limited to the following items in the Scope of Services. Refer to Article III for specific equipment to be included.

1004 – The County reserves the right to terminate (60 day written notice) at any time, for any reason , or suspend any part of the services described herein when conditions change, operation of a county facility is reduced or discontinued or similar circumstances take place. In the event of such termination or suspension, payments for services shall suspend without penalty.

ARTICLE II – Qualification of Bidders

2001 – The Contractor shall provide factory trained Service Specialists and Account Engineers to perform service, maintenance and repairs to the Building Management System. The Contractor shall provide current documentation of factory training of Service Specialists and Account Engineers for APOGEE programming, system trouble-shooting, system modification and repair to the Siemens Building Management Systems being serviced. Contractor shall have a factory certified field office located within a 75 mile radius of Erie County.

2002 – The Contractor shall be familiar with and have direct access to the latest versions of software and firmware for the BAS. Provide documentation of current access the planned provider of the software and firmware upgrades for the workstations and field panels for the owner's review. Contractor shall have access to electronic source documentation library for updates and assistance from the vendor's factory Field Support.

2003 – The Contractor shall have had a qualified service organization for a minimum of fifteen years. The Contractor shall be an established, certified building automation agency capable of performing all work described herein.

2004 – The Contractor shall have a flawless record with the New York State department of labor. Any infractions within the past ten years, specifically regarding prevailing rate, will be subject to disqualify the bidder.

ARTICLE III – Scope of Services

3001 – The Service Specialists shall perform reporting and documentation functions that will allow the Contractor to provide the County with a report detailing the time, date, and cause of each critical failure alarm, as well as a listing of the time, date, and result of each time that the system tested. On a monthly basis, the Contractor shall provide the County with a report as described above for the previous month's services.

3002 – During the service period, the Contractor shall provide both online and onsite support 24 hours per day, 7 days per week as described below for the BMS. This support is for emergencies (system failures) regarding the BAS. Other BMS support not deemed an emergency will be covered during the upcoming preventative maintenance visit.

On line Support: In the event of a service call the Contractor shall respond within 2 hours for emergencies or within 8 hours for non-emergency of notification of the event. Technicians shall also have a complete copy of the BMS database, graphics, point tables and other software components as may be necessary to ensure a fully functioning workstation. At all times the software contained on the technician's workstation shall never be more than (120) days old. As part of the technical proposal the Contractor shall document the means by which this will be accomplished. Automated means of backing up the data will be acceptable.

Onsite Support: In the event that the on-call technician is unable to resolve the problem via a phone line connection then one of the Contractor's technicians shall be dispatched to the site to resolve the problem. The technician that responds to the project site shall have all necessary parts required to restore the BMS to its fully specified functionality and shall arrive at the site no later than 2 hours for emergencies or within 8 hours for non-emergency after the initial call was placed to the Contractor. Critical emergencies, as determined by the County representative are at a system or panel level that would result in a loss of operation of an entire section of a facility or place a facility at risk. Contractors that do not offer 24 hour per day, 7 day per week support of this nature will not be acceptable.

3003 – Network Analysis and Optimization: Two times per year the Contractor shall perform a complete suite of diagnostics on the BMS Network. These diagnostics shall include analysis and trouble shooting of the Ethernet network between the Harlem Road Operations Center and each of the remote buildings. The contractor shall provide certified network technicians to perform preventative maintenance on the servers quarterly. Documentation of service to be issued to County representative.

3003.1 – Control Loop Tuning : Contractor to ensure that control loops are in calibration (due to changes in mechanical efficiency ,building use and climatic conditions) The contractor will ensure the control loops for devices as valves, dampers ,actuators experience minimized overshooting and oscillatory fluctuations. The control loops included are itemized in the list of Maintained Equipment in this specification.

3003.2 Hardware Support: The contractor shall provide 24 hour support for the BMS servers and associated components throughout the term of the contract. The contract or shall have access to and be familiar with the serial number and location of each server, client and workstations belonging to the EICN.

3004 – Preventive Maintenance Services: Preventive maintenance shall be performed in accordance with a computer generated program of standardized maintenance routines tailored to the Owner's BMS. Each schedule shall list the equipment name, location, and appropriate preventive maintenance functions to be performed. The list of field panels and/or devices, included under this service, is identified in the List of Maintained Equipment.

3005 – Protection and Recovery Services: On a quarterly basis the Contractor shall perform backups of the complete BMS database. These backups shall be performed in order to ensure that they do not interfere with ongoing operations. The Contractor can perform these backups manually while onsite or remotely if possible. The Contractor must then make three full copies of the backup. One copy shall be stored at the site, one copy shall be stored at the Contractor's office, and a third copy shall be transferred to another media (such as a CD-ROM drive) in order to provide adequate protection for the data base.

3006 – Software Upgrades:

As new versions of the BMS software are introduced (approximately once per year) they shall be installed on each of the Owner's workstations. Immediately (within 24 hours) upon beginning the installation of the upgrade, the Contractor shall provide the Owner with onsite training in order to familiarize the Owner's staff with all of the software's new features and capabilities. Additionally the Contractor shall provide the Owner with updated system documentation. If during the course of agreement the Contractor releases an upgrade or new BMS, that requires an interface or gateway panel in order to communicate with the existing BMS components, then the Contractor shall provide and install all necessary interface or gateway panels in addition to the upgraded or new operator workstation software. Any upgrades to the PC platform or operating system of the operator's workstation will be in accordance to UL guidelines to ensure the integrity of the system is maintained. The Contractor assumes liability for all Siemens BMS equipment tied into the EICN when performing the upgrade. This excludes all hardware and software (fiber and switches) owned or leased by Erie County DISS. Refer to section 1002 for amount of sites for upgrade licensing requirements. The enterprise network with remote sites may need remote site licensing upgrades to perform the server and local client licensing upgrades. This Contractor is responsible to ensure the upgrades are all accomplished and executed for remote and local licensing.

3007 – Repair and Replacement:

The Contractor shall provide all repair labor and materials to maintain the BMS in operable condition. The intent is to ensure that the entire BMS is maintained in operating condition. The Contractor will be responsible for all repairs/replacement to the servers, workstations, monitors, and printers (all workstation and server equipment). Damages to equipment resulting from accidents, fire, storm, water, negligence by owner or by any reason beyond the contractors control other than wear and tear or malfunctioning equipment, shall not be the responsibility of the contractor. Equipment included for this service is itemized in Article III.

3009 – Account Management:

In order to ensure that all of the Contractor efforts are being delivered in a coordinated manner, and to provide oversight and management of the contractual responsibilities under this agreement, the Contractor shall assign a project manager with full responsibility and authority to act on the Contractor's behalf. The lead technician for the project and the account project manager shall not be acceptable as the account manager; it must be a member of the Contractor's staff whose sole responsibility is to manage service agreements of this nature.

3010 – Quality Assurance.

The contractor shall meet with the Buildings and Grounds personnel quarterly to discuss your performance and the County's satisfaction with the quality of service that is being provided. We will discuss the performance of the BMS and facility operations and make recommendations for improvements.

Erie County Harlem Road Operations Center
Emergency Information Control Network (EICN) **Addendum**
Network Hardware –Client Workstation Upgrades

During Year 1 of the agreement the Contractor shall upgrade the three (3) Client workstations located in the Harlem Road Operations Center. The new client workstations shall require all software license compatibility and act as an extension to the existing servers. The client workstations shall be installed by a qualified technician and include an extended warranty for hardware and client software. The upgrade shall not interfere with any of the day to day operations or any critical data transmitted on the EICN.

Article III – Equipment List

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

**List of Maintained Equipment
Erie County Harlem Road Operations Center**

Equipment	Description	Qty	Manufacturer
HP ProLIANT DL 360 UL Server	Servers	2	HP
HP Dual Port Enterprise - Hard Drive - 72GB -SAS- 1000 rpm	Hardware	6	HP
WEXT5-2200-3000	UPS	2	Tripp Lite
HP Dual Port Enterprise - Hard drive - 72 GB	Hardware	2	HP
571-010-3P12-USB	Server	2	SIEMENS
571-010-3P12	Client	4	SIEMENS
538-920	Microserver	1	SIEMENS
210FPB	Monitor	4	DELL
GX20	Workstation	4	DELL
536-811 RENO Software	RENO	1	SIEMENS
AJ735A	Hardware	4	HP
500670-S21	Hardware	2	HP

Article IV – Payment

Payment for the above services is to be made in quarterly installments upon receipt of invoice and the attached service reports. Payments will not be released without proper detailed documentation of services as outlined within this document. The yearly cost for the above services shall be:

For the period June 1, 2014 – December 31, 2014:

\$ 46,100

For the period January 1, 2015 – December 31, 2015:

\$ 47,000

For the period January 1, 2016 – December 31, 2016:

\$ 48,000

TOTAL COST OF 31-MONTH CONTRACT:

\$ 141,100

Percent discount on Siemens APOGEE Automation equipment: 60 %

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

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

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

County of Erie DIVISION OF PURCHASE

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

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

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

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

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

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

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

- (a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Division of Purchase, sufficient detail is not presented as a part of the sealed bid to permit definitive evaluation of any substitute item, the bid will not be considered.
- (b) Descriptive literature of item offered, for evaluation.
- (c) List of installations in Erie County of the item offered.
- (d) List of other installations.

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

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

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

County of Erie

DIVISION OF PURCHASE

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

(Rev 04/09)

County of Erie

DIVISION OF PURCHASE

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

FIRM NAME SIEMENS INDUSTRY, INC. - BUILDING TECHNOLOGIES DIVISION

ADDRESS OF PRINCIPAL OFFICE STREET 1000 DEERFIELD PARKWAY

CITY BUFFALO GROVE

AREA CODE 847 PHONE 215-1000 STATE IL ZIP 600089

Check one: CORPORATION PARTNERSHIP INDIVIDUAL

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE

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

YES NO

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE STREET 85 NORTHPOINTE PARKWAY

CITY AMHERST

AREA CODE 716 PHONE 568-0983 STATE NY ZIP 14228

NAMES AND ADDRESSES OF PARTNERS:

_____	_____
_____	_____
_____	_____
_____	_____



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 / 19 / 14

Buyer JKuciewicz

Bid # 214133-002

Bid Title Building Mgt System Svc Contract - Harlem Rd Operations Ctr.

Comments: _____

EEO Sign-off  Date 5 / 21 / 2014

WAIVER RECOMMENDATION

COMPANY: SIEMENS INDUSTRY, INC - BUILDING TECHNOLOGIES DIVISION

ADDRESS: 85 NORTHPOINTE PARKWAY AMHERST NY 14228

TELEPHONE NUMBER: (716) 568-0983 BID NO.: 214133-002

- 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. There are no sub-contracted services as part
- 2. of our specialist tasking services. All software
- 3. is proprietary and provided and installed by Siemens,
- 4. employees.
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____

(Use additional sheets if necessary.)

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

DATE

SIGNATURE OF AUTHORIZED
COMPANY REPRESENTATIVE

Granted in Whole: _____

Granted in Part: _____

Comments:

DIRECTOR OF E.E.O.

DATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/15/2014

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

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

PRODUCER MARSH USA, INC 445 SOUTH STREET MORRISTOWN, NJ 07960 6454			CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
100129-6-7BA-SBT1-13/14	552	Macalu	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED SIEMENS INDUSTRY, INC. INCLUDING BUILDING TECHNOLOGIES DIVISION 1000 DEERFIELD PARKWAY BUFFALO GROVE, IL 60089-4513			INSURER A:	HDI-Grerling America Insurance Company	41343
			INSURER B:	Travelers Property Casualty Co. of America	25674
			INSURER C:	The Charter Oak Fire Insurance Company	25615
			INSURER D:		
			INSURER E:		
			INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** NYC-006039848-21 **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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		GLD1110105	10/01/2013	10/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ INCL
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>		TC2JCAP7440L34A13	10/01/2013	10/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED RETENTIONS	<input checked="" type="checkbox"/> OCCUR CLAIMS-MADE	CUD1110205	10/01/2013	10/01/2014	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
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 <input checked="" type="checkbox"/> N	TC2OUB7440L27113 (AOS) TRJUB7440L28313 (AZ, MA, OR & WI) TWXJUB7440L33813 (OH & WA) "\$500K LIMIT / \$500K SIR"	10/01/2013 10/01/2013 10/01/2013	10/01/2014 10/01/2014 10/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

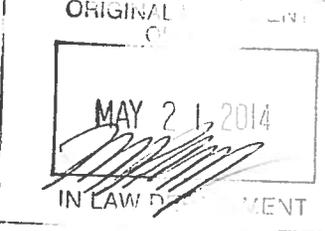
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
COUNTY OF ERIE IS INCLUDED AS ADDITIONAL INSURED UNDER THE REFERENCED GENERAL LIABILITY, UMBRELLA/EXCESS LIABILITY AND AUTOMOBILE LIABILITY INSURANCE POLICIES BUT ONLY WITH RESPECT TO ALL WORK PERFORMED BY AND ON BEHALF OF THE NAMED INSURED, SIEMENS INDUSTRY, INC. FOR CERTIFICATE HOLDER UNDER CONTRACT

CERTIFICATE HOLDER COUNTY OF ERIE 95 FRANKLIN STREET BUFFALO, NY 14202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee
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ORIGINAL
MAY 21 2014
IN LAW DEPARTMENT

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) Siemens Industry, Inc. 85 Northpointe Parkway Suite 8 Amherst, NY 14228</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured 45-12205-1</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 13-2762488</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Erie Department of Law 95 Franklin St., Room 1634 Buffalo, NY 14202</p> 	<p>3a. Name of Insurance Carrier The Charter Oak Fire Insurance Company</p> <p>3b. Policy Number of entity listed in box "1a" TC2O-UB-7440L271-13</p> <p>3c. Policy effective period 10/01/13 to 10/01/14</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>

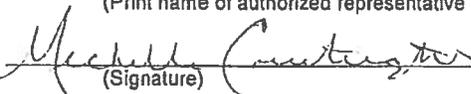
This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation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

Approved by:  4/15/14
(Signature) (Date)

Title: Sr. Field Support Specialist

Telephone Number of authorized representative or licensed agent of insurance carrier: 518-862-7354

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.