To:       Terrence D. McCracken, Secretary to the Authority         From:       Robert J. Lichtenthal, Jr., Deputy Director         Subject:       Matrix Imaging Solutions Contract Extension	UNATER OF ALL	ERIE COUNTY WATER AUTHORITY INTEROFFICE MEMORANDUM November 5, 2018
	To:	Terrence D. McCracken, Secretary to the Authority
Subject: Matrix Imaging Solutions Contract Extension	From:	Robert J. Lichtenthal, Jr., Deputy Director
	Subject:	Matrix Imaging Solutions Contract Extension

Base upon the direction received from the Board at the regular meeting of August 30, 2018 I am submitting the following request to prepare a resolution for the Board's consideration to extend the Authority's contract with Matrix Imaging Solutions.

I have included the memos that were presented to the Board as Staff Items at the August 30, 2018 meeting along with current insurance information for the vendor.

I IMAGIN Т IONS U The Fine Art of Broblem Solving

6341 Inducon Drive East • Sanborn, NY 14132 • Ph: 800-675-9505 • Fax: 716-504-9720 www.matriximaging.com

August 13<sup>th</sup>, 2018

Erie County Water Authority 295 Main Street Buffalo, NY 14203

Re: Contract Extension #6513-15

The intent of this letter is to provide Erie County Water Authority with 90 days' notice that Matrix Imaging Solutions, Inc. is willing to agree to extend the current agreement for an additional one (1) year term in accordance with the current contract terms. This is the 1<sup>st</sup> of 2 options provided to the Erie County Water Authority under the contract provisions.

Sincerely,

1 a Basta

David A. Basta Corporate Secretary



## ERIE COUNTY WATER AUTHORITY INTEROFFICE MEMORANDUM

August 22, 2018

To:	Terrence D. McCracken, Secretary to the Authority
From:	Robert J. Lichtenthal, Jr., Deputy Director WH Karen A. Prendergast, Comptroller HAP
Subject:	Matrix Imaging Solutions Contract Extension

Please see the attached memo from Steven D'Amico requesting Board authorization to extend the Authority's contract with Matrix Imaging Solutions for one-year.

The current contract provides bill presentation services, printing and mailing of collection notices, meter postcards, backflow prevention, and meter change notices. As provided for in the contract, Matrix has requested a one-year extension under the current contract terms. We both support Steve's recommendation to extend the contract.

Our experience in dealing with Matrix since they were awarded the first contract in October of 2010, has been very positive. They have proven to be a valuable partner in our billing and customer service processes.

Please include a staff item on the August 30, 2018 meeting to discuss extending the contract to December 31, 2019 at an estimated cost of \$150,000.



## ERIE COUNTY WATER AUTHORITY INTEROFFICE MEMORANDUM

August 22, 2018

To: Robert J. Lichtenthal, Deputy Director Karen A. Prendergast, Comptroller

From: Steven V. D'Amico, Business Office Manager

Subject: Matrix Imaging Solutions Contract Extension

In 2015, an RFP was issued to over 20 vendors resulting in the Authority contracting with Matrix Imaging Solutions for all of the printing, presentation and mailing of our bills, collection notices, postcards, backflow letters and meter change letters. Additionally, they handle the generation of PDF files we attach to the accounts, address correction services and the programming and mailing of any other notices we deem appropriate. This is a three-year contract that runs from January 1, 2016 through December 31<sup>st</sup>, 2018.

The contract allows for an extension. Section 5 of the contract states: *This Agreement may be* renewed at the option of both parties hereto for two (2) additional one (1) year periods on the same terms and conditions provided for herein at a cost mutually agreed upon by both parties and in accordance with industry standards. The Service Provider shall provide 90 days written notification to the Erie County Water Authority of its request for a contract extension prior to the expiration of the initial term of this contract.

Billing and Customer Service are pleased with the performance of this vendor. The staff at Matrix Imaging Solutions is always very helpful and addresses our needs promptly. This contract provides the Authority efficiencies and economies of scale to keep our costs down and contend with increasing postage rates. After just over two and one-half years I believe that this contract has been in the best interest of the Authority and support extending it for another year.

Attached is a letter from Matrix Imaging Solutions requesting to extend the current agreement for an additional year in accordance with the current contract terms.

Project No. 201500141 Contract MIS-2

## **PROFESSIONAL SERVICES CONTRACT**

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AGREEMENT made this  $18^{H}$  day of <u>August</u>, 20<u>15</u>, by and between:

**ERIE COUNTY WATER AUTHORITY** 295 Main Street, Room 350 Buffalo, New York 14203-2494

hereinafter referred to as the "Authority", and

**MATRIX IMAGING SOLUTIONS, INC.** 6341 Inducon Drive East Sanborn, N.Y. 14132

hereinafter referred to as "Service Provider".

WHEREAS, the Authority desires to contract with the Service Provider to render professional services upon the terms and for the consideration hereinafter stated;

WHEREAS, the Service Provider represents that it is properly qualified to render such services; and

WHEREAS, the parties desire to set forth herein the terms and conditions under which the said professional services will be furnished;

NOW, THEREFORE, in consideration of mutual promises herein set forth, the parties agree as follows:

#### 1. **QUALIFICATION OF SERVICE PROVIDER:**

The Service Provider shall perform its services under this agreement in a skillful and competent manner in accordance with the prevailing standards of the consulting profession. The Service Provider will be responsible to the Authority for errors or omissions in the performance of its services and failure to perform thereof.

2. <u>SCOPE OF SERVICES.</u> The Service Provider shall provide the Authority with professional services as the Authority requires, and as more particularly described as follows:

## **Billings**:

. . . .

## **Residential Customers:**

Receive transmission from the Authority for quarterly bills. There are 37 cycles of bills. Twelve or Thirteen cycles are processed each month. There are approximately 3,500 to 5,500 bills per cycle.

## Commercial Customers:

Receive transmission from the Authority for monthly bills. There are 4 cycles of bills. They are processed each month. There are approximately 50 to 250 bills per cycle.

Receive transmission from the Authority for quarterly commercial bills. There are 3 cycles of bills. One cycle is processed each month. There are approximately 50 to 250 bills per cycle.

Receive transmission from the Authority for monthly Fire Protections. There are 5 cycles of bills. One cycle is billed monthly for Private Fire Protections which is approximately 1,300 bills. The other four cycles are billed annually for municipal hydrants which is approximately 95 bills.

## Collection Notices:

Receive transmission from the Authority for monthly collection notices for customers who have fallen into collections. There are approximately 3,700 collection notices sent each month.

## For all Billings and Collection Notices:

Print paper bills based upon the information received in the electronic transmissions; Insert bill into an appropriately sized window envelope along with a separate courtesy reply envelope; Present to the United States Postal Service for mailing; Send confirmation to the Authority that the bills have been given to the Post Office; Send a transmission to the Authority of the bills sent in order for the Authority to maintain a copy of the bill on its system.

## Read by Mail Post Cards:

1 <u>1</u> 2 20 34

Receive transmission from the Authority for read by mail post cards. There are 37 cycles of post cards. Twelve/thirteen cycles are processed each month. There are approximately 2,500 post cards per cycle. Post cards are not sent from mid May through mid August due to the Authority obtaining actual reads in the summer.

Print post cards based upon the information received in the transmission. Then present to the United States Postal Service for mailing. Send confirmation to the Authority that the post cards have been given to the Post Office.

## Customer Letters

Receive transmission from the Authority for various customer letters for printing and mailing. Currently, this mainly consists of Meter Change Letters and Estimate Letters but this could be expanded upon in the future.

- 3. **PAYMENT FOR SERVICES AND PRICING.** The Service Provider will be paid for the services provided at the rates submitted by the Service Provider in the proposal dated July 16, 2015 in response to the Authority's Request for Proposal-Bill Presentation, Printing and Mailing Services, Project No. 201500141 dated June 9, 2015 as attached to this contract and labeled Exhibit "A". Pricing as submitted is firm through December 31, 2016. Subsequent pricing changes shall be made by mutual agreement, based on prevailing CPI and implemented annually on January 1 of 2017 and 2018 if so mutually agreed. The Service Provider shall submit monthly invoices to the Authority at its main office of 295 Main Street, Room 350, Buffalo, N.Y. 14203. The Service Provider shall keep accurate records of the amount of all materials produced for the Authority. Invoices will be paid within 30 days of receipt by the Authority. The Authority is exempt from all sales, use and excise taxes, therefore none should be invoiced nor will any be paid by the Authority to the Service Provider.
- 4. <u>**TIME OF PERFORMANCE.</u>** The services described herein shall commence on January 1, 2016 and shall be completed to the satisfaction of the Authority by December 31, 2018.</u>
- 5. <u>EXTENSION OF CONTRACT.</u> This agreement may be renewed at the option of both parties hereto for two (2) additional one (1) year periods on the same terms and conditions provided for herein at a cost mutually agreed upon by both parties and in accordance with industry standards. The Service Provider shall provide 90 days written notification to the Authority of its request for a contract extension prior to the expiration of the initial term of this contract or any subsequent renewal term.
- 6. <u>SUBCONTRACT AND ASSIGNMENT.</u> The Service Provider may not subcontract or delegate any of the work, services, and/or other obligations of the Service Provider without the express written consent of the Authority. The Authority and the Service

Provider bind themselves and their successors, administrators and assigns to the terms of this Agreement. The Service Provider shall not assign, sublet or transfer its interest in the Agreement without the written consent of the Authority.

7. <u>AMENDMENTS.</u> No modification or variation from the terms of this Agreement shall be effective unless it is in writing and authorized by a resolution of the Board of Commissioners of the Authority and signed by all parties.

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- 8. <u>**RIGHT TO TERMINATE**</u>: The Authority reserves the right to terminate the Service Provider's services at any time, without cause, based on seven (7) days written notice. Service Provider shall not be entitled to lost profit and shall perform only such services, after notification of termination, as the Authority directs.
- **9. INDEMNIFICATION**: The Service Provider shall indemnify the Authority against any and all claims arising from the services performed by the Service Provider herein and shall defend and hold harmless the Authority from and against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees based upon or arising out of damage to property or injury to persons or other tortuous conduct caused or contributed to it by the Service Provider or anyone under its direction or control or on its behalf in the course of its performance under this Agreement. The Service Provider further agrees to indemnify, defend and hold harmless the Authority from any and all claims in reference to the services performed by the Service Provider hereunder which may infringe on a patent, copyright, trade secret or other proprietary right of any third party.
- 10. <u>CONFIDENTIAL INFORMATION</u>: In order to assist the Service Provider in the performance of this Agreement, the Authority may provide the Service Provider with confidential information including, but not limited to information relative to the services to be performed. All information received by the Service Provider in any fashion and under any conditions resulting from the rendering of the services in consideration of this agreement, is considered confidential. The Service Provider shall hold in confidence and not disclose to any person or any entity, any information regarding information learned during the performing of services including but not limited to information relative to the services to be performed.

The Service Provider shall use at least the same degree of care to protect and prevent unauthorized disclosure of any confidential information as it would use to protect and prevent unauthorized disclosure of its own proprietary information. The Service Provider shall use confidential information only in the performance of this Agreement. No other use of the confidential information whether for the consultant's benefit or for the benefit of others shall be permitted.

In no event is the Service Provider authorized to disclose confidential information without the prior written approval of the Authority. The terms of this paragraph shall be binding during and subsequent to the termination of this agreement.

11. <u>INSURANCE</u>: The Service Provider shall secure and maintain such insurance as will protect itself from claims under the Workers' Compensation Act; claims for damages

because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees; and from claims for damages because of injury to or destruction of property including loss of use resulting there from in the amounts indicated on Exhibit "B". The Service Provider shall provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of its services. The Service Provider shall provide Certificates of Insurance certifying the coverage required by this provision.

. . .

- 12. <u>COPYRIGHTS, TRADEMARKS, AND LICENSING</u>: All materials produced under this Agreement, whether produced by the Service Provider alone or with others, and whether or not produced during regular working hours, shall be considered work made for hire and the property of the Authority. The Service Provider shall, during and subsequent to the terms of this Agreement, assign to the Authority, without further consideration, all right, title and interest in all material produced under this Agreement. All material produced under this Agreement shall be and remain the property of the Authority whether or not registered.
- 13. <u>NEW YORK LAW AND JURISDICTION</u>: Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement which is not disposed of by agreement between the Service Provider and the Authority shall be governed, interpreted and decided by a Court of competent jurisdiction of the State of New York in accordance with the laws of the State of New York.
- 14. <u>CONFLICTS OF INTEREST</u>: The Service Provider represents that it has advised the Authority in writing prior to the date of signing this Agreement of any relationships with third parties, including competitors of the Authority, which would present a conflict of interest with the rendering of the services, or which would prevent the Service Provider from carrying out the terms of this Agreement or which would present a significant opportunity for the disclosure of confidential information. The Service Provider will advise the Authority of any such relationships that arise during the term of this Agreement. The Authority shall then have the option to terminate the Agreement without further liability of the Service Provider, except to pay for services actually rendered.
- 15. <u>ADDITIONAL CONDITIONS</u>: The Service Provider and the Authority acknowledge that there may be additional conditions, terms and provisions which shall apply specifically to the services to be performed. The parties agree to negotiate in good faith to agree upon such additional terms.
- 16. ENTIRE AGREEMENT: This Agreement and the Service Providers proposal dated July 16, 2015 in response to the Authority's Request for Proposal-Bill Presentation, Printing and Mailing Services, Project No. 201500141 dated June 9, 2015 constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein. This Agreement supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written with respect to the subject matter hereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless

reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

. . . .

17. <u>INDEPENDENT STATUS</u>: Nothing contained in the Agreement shall be construed to render either the Authority or the Service Provider a partner, employee or agent of the other, nor shall either party have authority to bind the other in any manner, other than as set forth in this Agreement, it being intended that the Service Provider shall remain an independent contractor responsible for its own actions. The Service Provider is retained by the Authority only for the purpose and to the extent set forth in this Agreement.

Neither the Service Provider nor its employees shall be considered under the provisions of this Agreement or otherwise as having an employee, servant or agency status or as being entitled to participate in any plans, arrangements or distributions of the Authority.

In providing the services under this Agreement, the Service Provider represents and warrants that it has complied with all applicable federal, state and local laws particularly with respect to licenses, withholdings, reporting and payment of taxes. The Service Provider agrees to furnish copies of documentation to the Authority evidencing its compliance with such laws. The Service Provider further represents and warrants that any income accruing to the Service Provider and its employees from the Agreement shall be reported as such to the appropriate taxation authorities.

- 18. <u>COMPLIANCE</u>: The Service Provider agrees that the Agreement herein shall be in compliance with and governed by the provisions of Section 2875, 2876 and 2878 of the Public Authorities Law of the State of New York. The Service Provider further affirms under the penalties of perjury that there was no collusion in the proposal submitted herein to ECWA which forms the basis of the within Agreement.
- **19. <u>GRATUITIES</u>:** The Service Provider prohibits its employees from using their positions for personal financial gain, or from accepting any personal advantage from anyone under circumstance which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties. The Service Provider or its employees shall not, under circumstances which might be reasonably interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of the Authority.
- 20. <u>NOTICE</u>: Any notices required by this Agreement or otherwise shall be delivered by United States Postal mail or personal delivery upon the addresses hereinbefore stated. Any change in such addresses shall be required to be in writing to the other party and acknowledged as such.
- 21. <u>SEVERABILITY:</u> If any provision of this agreement shall be held invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the validity and enforceability of all other provisions of this agreement shall not be affected thereafter.

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- 22. <u>TERMINATION:</u> The Authority reserves the right to terminate this contract in the event it is found that the Certification filed by the Service Provider in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Service Provider in accordance with the written notification terms of this contract.

## **ERIE COUNTY WATER AUTHORITY**

By Carl X Ja Earl L. Jann, Chairman

MATRIX IMAGING CONSULTANTS, INC.

By

Richard Profeta, Treasurer

## STATE OF NEW YORK ) COUNTY OF ERIE ) ss:

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On the 10<sup>th</sup> day of Sector , in the year 2015, before me personally came Earl J. Jann, to me known, who, being by me duly sworn, did depose and say that he resides in Aurora, New York, that he is the Chairman of the Erie County Water Authority described in the above instrument; and that he signed his name thereto by order of the Board of Commissioners of said Erie County Water Authority.

Notary Public

PATRICIA FABOZZI #4957586 Notary Public, State of New York Qualified in Erie County My Commission Expires October 16, 20

## STATE OF NEW YORK ) COUNTY OF ERIE ) ss:

On the <u>18</u> day of <u>Augus</u>, in the year  $20/5^{-}$ , before me personally came Richard Profeta, to me known, who, being by me duly sworn, did depose and say that he resides in Lewiston, New York, that he is the Treasurer of the Corporation described in the above instrument; and that he signed his name thereto by order of the Board of Directors of said Corporation.

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Notary Public JANICE A GNAU NOTARY PUBLIC-STATE OF NEW YORK Qualified in Erie County My Commission Expires January 28, 2012 / C

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Travelers Property Casualty Company of America - Company Profile - Best's Credit Rating Center

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AMB Credit Report - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 6/15/2015 (represents the latest significant change).

- Historical Reports are available in <u>AMB Credit Report Archive.</u>

Best's Executive Summary Reports (Financial Overview) - available in three versions, these presentation style reports feature balance sheet, income statement, key financial performance tests including profitability, liquidity and reserve analysis.

Data Status: 2015 Best's Statement File - P/C, US Contains data compiled as of 7/27/2015 Quality Cross Checked.

- · Single Company five years of financial data specifically on this company.
- Comparison
- side-by-side financial analysis of this company with a peer group of up to five other companies you select.
- Composite

- evaluate this company's financials against a peer group composite. Report displays both the average and total composite of your selected peer group.



Best's Key Rating Gulde Presentation Report - includes Best's Financial Strength Rating and financial data as provided in the most current edition of Best's Key Rating Guide products. (Quality Cross Checked).

7/28/2015

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	and News	nin aita far tha latest saus a	nd proces releases for th	his company and its A.M. Best Group.

Report Revision Date: 6/15/2015 (represents the latest significant change).

- Historical Reports are available in AMB Credit Report Archive.

Best's Executive Summary Reports (Financial Overview) - available in three versions, these presentation style reports feature balance sheet, income statement, key financial performance tests including profitability, liquidity and reserve analysis.

Data Status: 2015 Best's Statement File - P/C, US Contains data compiled as of 7/27/2015 Quality Cross Checked.

- · Single Company five years of financial data specifically on this company.
- Comparison
- side-by-side financial analysis of this company with a peer group of up to five other companies you select.
- Composite

- evaluate this company's financials against a peer group composite. Report displays both the average and total composite of your selected peer group.



Best's Key Rating Guide Presentation Report - includes Best's Financial Strength Rating and financial data as provided in the most current edition of Best's Key Rating Guide products. (Quality Cross Checked).

#### STATE OF NEW YORK WORKERS' COMPENSATION BOARD

GST R001

## **CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<ul> <li>1a. Legal Name and address of Insured (Use street address only)</li> <li>MATRIX IMAGING SOLUTIONS INC 6341 INDUCON DR E SANBORN NY 14132</li> <li>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)</li> </ul>	<ul> <li>1b. Business Telephone Number of Insured (716) 504-9700</li> <li>1c. NYS Unemployment Insurance Employer Registration Number of Insured</li> <li>1d. Federal Employer Identification Number of Insured or Social Security Number 161454493</li> </ul>
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Erie County Water Authority 295 MAIN ST RM 350 BUFFALO, NY 14203	3a. Name of Insurance Carrier       02231         The Hartford Ins Group       19682         3b. Policy Number of entity listed in box "1a":       19682         76 WBG KS1785       At XV         3c. Policy effective period:       05/01/2015         05/01/2015       to       05/01/2016         3d. The Proprietor, Partners or Executive Officers are:       included. (Only check box if all partners/officers included)         all excluded or certain partners/officers excluded .

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 <u>3A</u> 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:	Aprielle Clauson	7/27/2015
	(Signature)	(Date)
Title:	Operations Manager	

Telephone Number of authorized representative or licensed agent of insurance carrier: (877) 287-1316

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

C-105.2 (9-07) Form WC 88 31 21 C Printed in U.S.A

RECEIVED AUG 1 0 2015 APPROVED www.wcb.state.ny.us Page 1 of 2

## 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.

Page 1 of 2



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

PART 1. To be completed by Disability Benefits Carrie	r or Licensed Insurance Agent of that Carrier				
<ul> <li>1a. Legal Name and Address of Insured (Use street address only)</li> <li>Matrix Imaging Solutions, Inc.</li> <li>6341 Inducon Drive East</li> <li>Sanborn, NY 14132</li> </ul>	<ol> <li>Business Telephone Number of Insured 716-504-9700</li> <li>NYS Unemployment Insurance Employer Registration Number of Insured</li> </ol>				
÷ .	1d. Federal Employer Identification Number of Insured or Social Security Number 16 1454493				
<ul> <li>Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Erie County Water Authority</li> <li>295 Main Street</li> <li>Room 350</li> <li>Buffalo, NY 14203</li> </ul>	3a. Name of Insurance Carrier         The Guardian Life Insurance Company of America         3b. Policy Number of entity listed in box "1a":         00921814-0000       06508         3c. Policy effective period:       64246         07/01/2015       to 07/01/2016				
<ul> <li>4. Policy Covers:</li> <li>a. ☑ All of the employer's employees eligible under the New York Disability Benefits Law</li> <li>b. □ Only the following class or classes of the employer's employees:</li> <li>Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier</li> </ul>					
referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.					
Date Signed: 07/27/2015 By:	Stuart J. Shaw				
Telephone Number: 1-888-278-4542 Title:	Stuart J. Shaw, FSA, MAAA Vice President, Group Insurance				
IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder. If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.					
PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)					
State Of New York Workers' Compensation Board					
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.					
Date Signed: By:	(Signature of NYS Workers' Compensation Board Employee)				
Telephone Number: Title:					
<b>Please Note:</b> Only insurance carriers licensed to write NYS insurance agents of those insurance carriers are authorized <b>authorized to issue this form.</b>	disability benefits insurance policies and NYS licensed to issue Form DB-120.1. <b>Insurance brokers are NOT</b>				

DB-120.1 (5/06)

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#### Additional Instructions for Form DB-120.1

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

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

#### **DISABILITY BENEFITS LAW**

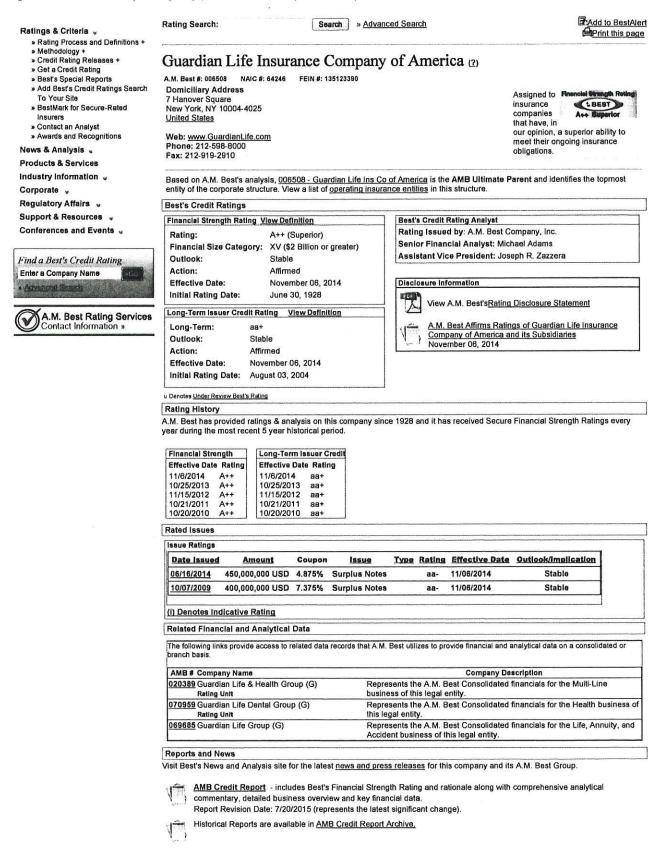
#### §220.Subd. 8

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

## Ratings & Criteria Center

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#### INS2013-PS Revision date: 03/01/2013

## Erie County Water Authority Insurance Requirements for Professional Services

## Project Number: <u>201500141</u>

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### Description: RFP for Bill Presentation, Printing and Mailing

The following minimum insurance requirements shall apply to professional service providers under agreement with the Erie County Water Authority (ECWA). If at anytime, in the opinion of ECWA, there is an unusual or exceptional risk, ECWA may establish additional insurance requirements for the duration of the agreement. All insurance required herein shall be obtained at the sole cost and expense of the professional service provider, including deductibles and self-insured retentions. These requirements include but are not limited to the minimum insurance requirements.

An  $\underline{\mathbf{X}}$  indicates insurance coverage is required.

X Commercial General Liability Insurance: (including, but not limited to, Bodily (Personal) Injury, Premises Operations, Property Damage Liability (broad form), Contractual Liability, Advertising Injury, Independent Contractors, Product Liability, and Completed Operations Liability in an amount not less than \$1,000,000 combined single limit and \$2,000,000 in the aggregate:

X Per Policy

\_\_\_\_ Per Project or Job

Per Location

There should be no exclusions for any claims filed, actual or alleged, for violation of any applicable statute including, but not limited to, the New York State or federal labor laws, ordinances, administrative orders, executive orders, rules, regulations, or decrees of any court of competent jurisdiction.

X Comprehensive Business Automobile Insurance in an amount of not less than \$1,000,000 each accident and shall cover liability arising out of any automobile owned, leased, hired, borrowed and non-owned automobiles.

<u>X</u> Excess Umbrella Liability Insurance:

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- \_\_\_\_\_ \$1,000,000 in the aggregate
- \_\_\_\_\_ \$2,000,000 in the aggregate
- \_\_\_\_\_ \$3,000,000 in the aggregate
- \_\_\_\_\_ \$4,000,000 in the aggregate
- **X** \$5,000,000 in the aggregate
  - X Per Policy
  - \_\_\_\_ Per Project or Job
  - \_\_\_\_ Per Location
- X Professional Liability Insurance: Per each occurrence and in the aggregate. Continuous coverage shall be maintained, or on an extended discovery period ("tail coverage"), for a period of not less than two years from the time the agreement has been completed in an amount of not less than:
  - \_\_\_\_\_ \$1,000,000 in the aggregate
  - \_\_\_\_\_ \$2,000,000 in the aggregate
  - \_\_\_\_\_ \$3,000,000 in the aggregate
  - \_\_\_\_\_ \$4,000,000 in the aggregate
  - **X** \$5,000,000 in the aggregate

## X Workers' Compensation and Employers' Liability and New York State Disability Benefits Insurances, as required by New York State statute.

Certificates of Insurance and renewals, on forms approved by the New York State Department of Insurance, must be submitted to ECWA prior to the award of contract. Each insurance carrier issuing a Certificate of Insurance shall be rated by A. M. Best no lower than "A-" with a Financial Strength Code (FSC) of at least VII. The professional service provider shall name ECWA, its officers, agents and employees as additional insured on a Primary and Non-Contributory Basis, including a Waiver of Subrogation endorsement (form CG 20 26 11 85 or equivalent), on all applicable liability policies. Any liability coverage on a "claims made" basis should be designated as such on the Certificate of Insurance.

To avoid confusion with similar insurance company names and to properly identify the insurance company, please make sure that the insurer's National Association of Insurance Commissioners (N.A.I.C.) identifying number or A. M. Best identifying number appears on the Certificate of Insurance.

Acceptance of a Certificate of Insurance and/or approval by ECWA shall not be construed to relieve the professional service provider of any obligations, responsibilities or liabilities.

Certificates of Insurance should be e-mailed to <u>AALESSI@ECWA.ORG</u>. or mailed to Mr. Anthony Alessi, ECWA Claims Representative/Risk Manager, Erie County Water Authority, 295 Main Street – Room 350, Buffalo, New York 14203, or If you have any questions you can contact Mr. Alessi by e-mail or phone (716) 849-8477.

Please refer to the bid and the contract document(s) for additional information regarding insurance requirements.