

**STATE OF NEW YORK  
EXECUTIVE DEPARTMENT  
OFFICE OF GENERAL SERVICES  
AMENDMENT NO. 1 TO  
PS65722  
WITH Allied Barton Security Services, LLC.**

**THIS AGREEMENT** is made this 7<sup>th</sup> day of March 2013, by and between the People of the State of New York, acting by and through the Commissioner of General Services, whose office is on the 41st Floor of the Corning Tower Building, the Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242 (hereinafter referred to as "OGS" or "State") and Allied Barton Security Services, LLC. (hereinafter "Allied" or "Contractor"), with its principal office located at 229 West 36<sup>th</sup> St., 11<sup>th</sup> Floor, New York, NY 10018. The foregoing are collectively referred to as the "Parties."

**WITNESSETH:**

**WHEREAS**, the Parties entered into OGS Contract No. PS65722 (hereinafter the "Base Contract"), to provide security guard services; and

**WHEREAS**, when the Base Contract was created, it failed to fully describe the Holiday pay requirements for security guards working outside the five boroughs of New York;

**NOW THEREFORE**, in consideration of the mutual undertakings and covenants herein contained the Parties agree as follows:

1. The Contract is amended by deleting the second paragraph of Base Contract Section III.7 Workday/Hours, Holiday (page 13) and replaced with the following language:

Any Security Guard working outside of NYC or the five boroughs does not receive holiday pay through the prevailing wage schedule. In these facilities, if a Security Guard is required to work on a holiday, the Contractor shall bill the Authorized User, 1.5 times the hourly rate for each Security Guard working on the holiday. The Security Guard shall be paid no less than 1.5 times their regular hourly cash rate (supplemental benefits are paid at straight time only) for work performed on a holiday. Below are the holidays on which the holiday rate applies for Security Guards working outside of the five boroughs:

New Year's Day  
Memorial Day  
Columbus Day  
Christmas Day

Martin Luther King, Jr.'s Birthday  
Independence Day  
Veterans Day

Washington's Birthday  
Labor Day  
Thanksgiving Day

March 7, 2013

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2. Allied agrees that for all purchase orders received prior to the approval of this Amendment, the Authorized User will be billed, through March 31, 2013, in the amounts reflected in the Original Base Contract, prior to this Amendment.
  3. The Parties agree that for all purchase orders received by Allied after the effective date of this Amendment No. 1, the revised Holiday pay provisions contained herein shall apply.
  4. **IRAN DIVESTMENT ACT:** By entering into this Amendment, Contractor certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regis/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to further renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the Prohibited Entities List before OGS may approve a request for Assignment of Contract. During the term of the Contract, should OGS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, OGS will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then OGS shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default. OGS reserves the right to reject any renewal, extension, or request for assignment for an entity that appears on the Prohibited Entities List hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the Prohibited Entities List thereafter.
  5. The Parties also agree that the Appendix A attached to the Base Contract is deleted and replaced with the attached Appendix A dated December 2012.
  6. The Parties further agree that this Amendment No. 1 and the Base Contract constitute the entire understanding between the Parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and this Amendment shall not be changed, modified or altered in any manner except by an instrument in writing executed by the Parties hereto.
  7. This Amendment shall not be deemed executed, valid or binding unless and until approved in writing by the Attorney General and the State Comptroller.

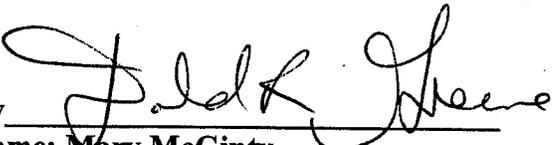
8. In the event of any discrepancy, disagreement or ambiguity between this Amendment and its Appendices and the Base Contract, or between any Appendices, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity:

- (i) Appendix A
- (ii) this Amendment No. 1
- (iii) Base Contract

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date last written below.

The State certifies that original copies of this executed and approved signature page will be affixed, upon final approval by the NYS Comptroller, to exact copies of this Amendment being executed simultaneously herewith. The acknowledgment must be fully and properly executed by an authorized person. By signing the Contractor certifies its express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Contract, Appendix A (Standard Clauses For New York State Contracts), Appendix B (OGS General Specifications), and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, Contractor affirms that it understands and agrees to comply with the OGS procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

**THE PEOPLE OF THE STATE OF NEW YORK**

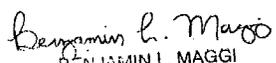
By   
Name: **Mary McGinty**  
Title: **Director, Contract Management**  
**New York State Office of General Services**  
**NYS Procurement**

**Allied Barton Security Services, LLC**

By   
Print Name: **STEPHEN SAICHETTI**  
Title: **VP, BUSINESS DEVELOPMENT**

**Corporate Federal I.D. No.: 202335618**  
**Vendor Identification No.: 100040103**

**APPROVED**  
DEPT. OF AUDIT & CONTROL  
**MAY 30 2013**  
  
FOR THE STATE COMPTROLLER

APPROVED AS TO FORM  
NYS ATTORNEY GENERAL  
**APR 01 2013**  
  
BENJAMIN L. MAGGI  
ASSISTANT ATTORNEY GENERAL



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**APPROVED:  
NEW YORK STATE COMPTROLLER**

**APPROVED AS TO FORM  
NEW YORK STATE  
ATTORNEY GENERAL**



Individual, Corporate, Partnership or LLC Acknowledgment

STATE OF NY }

COUNTY OF NY } :ss.:

On the 15th day of March, in the year 2013 before me personally appeared STEPHEN SPOCHETTI, known to me to be the person who executed this Amendment No. 3, who being duly sworn by me did depose and say that he resides at 229 W. 36th St in the Town of NY, County of NY, State of NY, and further that:

[Check One]

[ ] If an individual: he executed the foregoing instrument in his/her name and on his/her own behalf.

[ ] If a corporation: he is the of the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing in the name of and on behalf of said corporation as the act and deed of said corporation.

[ ] If a partnership: he is the of the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, he executed the foregoing in the name and on behalf of said partnership as the act and deed of said partnership.

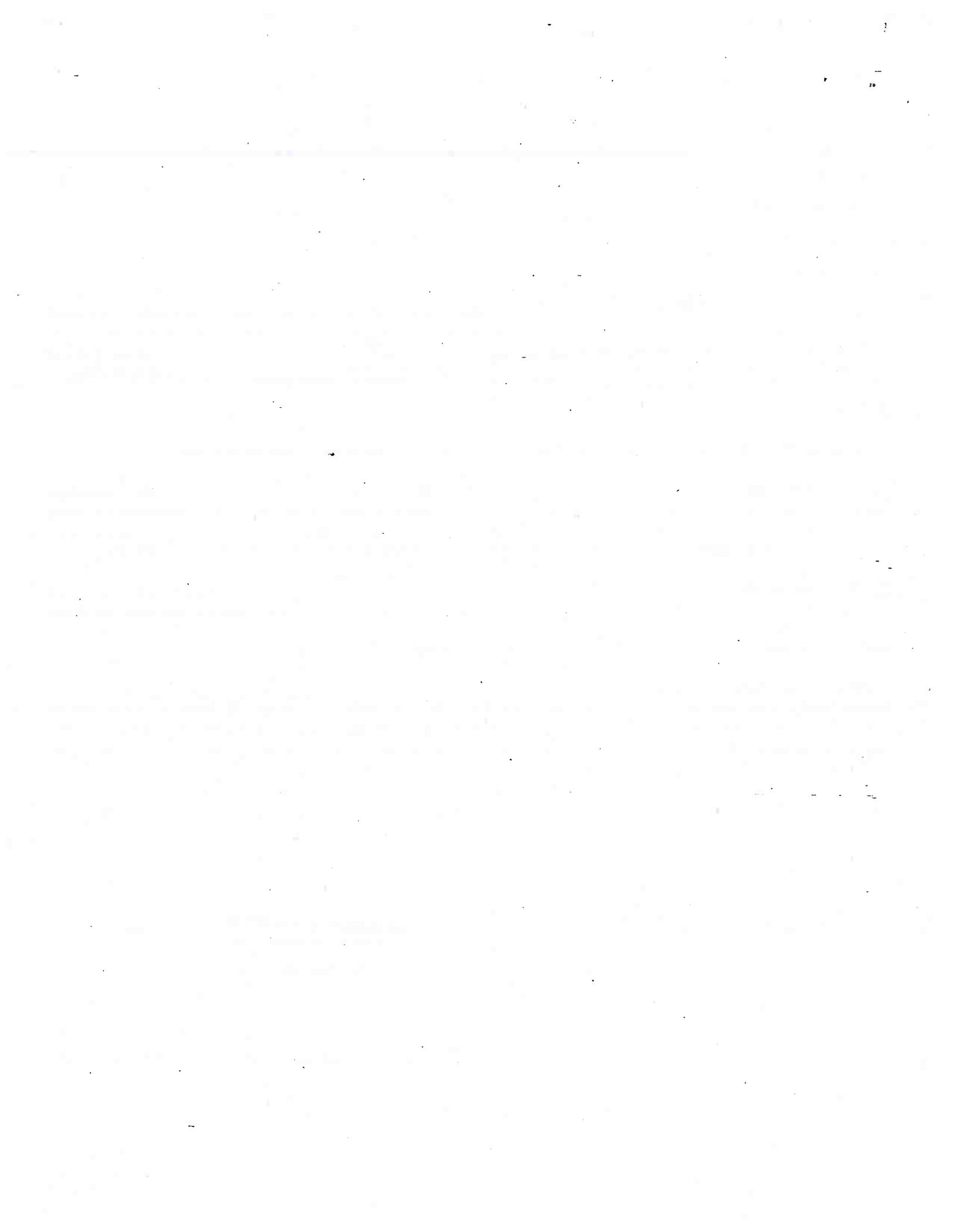
[x] If a Limited Liability Company: he is a duly authorized member of Allied Beton Security Services LLC, the limited liability company described in said instrument; that he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of behalf of said limited liability company as the act and deed of said limited liability company

Notary Public

Sworn to before this day of , 2013

ULANDA R. GARRETT
State Of New York
Kings County
01GA6005702
Commission Expires 5/18 2018

Handwritten signature of Ulanda R. Garrett and date 18 of March 2013



# Allied Barton Region Award and NYS Pricing Summary

## Regions Awarded

The table below indicates regions Allied Barton has been awarded.

	1	2	3	4	5
Primary Contractor					
Secondary Contractor		X	X	X	X

The Primary Contractor shall be engaged by the Authorized User when a need for service occurs. If the Primary Contractor performance is found to be deficient or non-compliant based on the process outlined in Appendix E, #7 - Performance Standards and Consequences of Contractor Non-Compliance with Performance Levels, then the Secondary Contractor would become the Primary Contractor. Accordingly, this status is subject to change in accordance with the contractual terms.

## Region Detail

Counties included in each region are below.

2	3	4	5
Broome	Allegany	Clinton	Albany
Chenango	Cattaraugus	Essex	Columbia
Cortland	Cayuga	Franklin	Dutchess
Delaware	Chautauqua	Fulton	Greene
Madison	Chemung	Hamilton	Rensselaer
Montgomery	Erie	Herkimer	Schenectady
Onondaga	Genesee	Jefferson	Ulster
Orange	Livingston	Lewis	
Otsego	Monroe	Oneida	
Putnam	Niagara	Oswego	
Schoharie	Ontario	Saratoga	
Sullivan	Orleans	St. Lawrence	
	Schuyler	Warren	
	Seneca	Washington	
	Steuben		
	Tioga		
	Tompkins		
	Wayne		
	Wyoming		
	Yates		

## Contract Pricing

### Prevailing Wage Markup

The below table indicates the prevailing wage markup for Level 1 and Level 2 guards for each region.

Service Type	2	3	4	5
Level 1	26.82%	27.42%	27.91%	25.69%

## Level 2 Pay Rate

A prevailing wage does not exist for Level 2 Security Guards, therefore each supplier has set their own Level 2 pay rates through the RFP process.

Region	County	Level 2 Pay Rate	Mark-Up %	NYS Bill Rate
2	Broome	\$ 17.96	26.8%	\$ 22.78
2	Chenango	\$ 17.96	26.8%	\$ 22.78
2	Cortland	\$ 15.56	26.8%	\$ 19.73
2	Delaware	\$ 17.96	26.8%	\$ 22.78
2	Madison	\$ 15.56	26.8%	\$ 19.73
2	Montgomery	\$ 16.65	26.8%	\$ 21.12
2	Onondaga	\$ 15.56	26.8%	\$ 19.73
2	Orange	\$ 15.66	26.8%	\$ 19.86
2	Otsego	\$ 16.65	26.8%	\$ 21.12
2	Putnam	\$ 15.66	26.8%	\$ 19.86
2	Schoharie	\$ 16.65	26.8%	\$ 21.12
2	Sullivan	\$ 15.66	26.8%	\$ 19.86
3	Allegany	\$ 16.00	27.4%	\$ 20.39
3	Cattaraugus	\$ 16.00	27.4%	\$ 20.39
3	Cayuga	\$ 15.56	27.4%	\$ 19.83
3	Chautauqua	\$ 16.00	27.4%	\$ 20.39
3	Chemung	\$ 17.96	27.4%	\$ 22.89
3	Erie	\$ 16.00	27.4%	\$ 20.39
3	Genesee	\$ 14.93	27.4%	\$ 19.02
3	Livingston	\$ 14.93	27.4%	\$ 19.02
3	Monroe	\$ 14.93	27.4%	\$ 19.02
3	Niagara	\$ 16.00	27.4%	\$ 20.39
3	Ontario	\$ 14.93	27.4%	\$ 19.02
3	Orleans	\$ 14.93	27.4%	\$ 19.02
3	Schuyler	\$ 17.96	27.4%	\$ 22.89
3	Seneca	\$ 14.93	27.4%	\$ 19.02
3	Steuben	\$ 17.96	27.4%	\$ 22.89
3	Tioga	\$ 17.96	27.4%	\$ 22.89
3	Tompkins	\$ 17.96	27.4%	\$ 22.89
3	Wayne	\$ 14.93	27.4%	\$ 19.02
3	Wyoming	\$ 14.93	27.4%	\$ 19.02
3	Yates	\$ 14.93	27.4%	\$ 19.02
4	Clinton	\$ 15.38	27.9%	\$ 19.67
4	Essex	\$ 15.38	27.9%	\$ 19.67
4	Franklin	\$ 15.38	27.9%	\$ 19.67
4	Fulton	\$ 16.65	27.9%	\$ 21.30
4	Hamilton	\$ 15.38	27.9%	\$ 19.67
4	Herkimer	\$ 16.65	27.9%	\$ 21.30
4	Jefferson	\$ 15.38	27.9%	\$ 19.67
4	Lewis	\$ 15.38	27.9%	\$ 19.67
4	Oneida	\$ 16.65	27.9%	\$ 21.30

Region	County	Level 2 Pay Rate	Mark-Up %	NYS Bill Rate
4	Oswego	\$ 15.56	27.9%	\$ 19.90
4	Saratoga	\$ 15.93	27.9%	\$ 20.38
4	St. Lawrence	\$ 15.38	27.9%	\$ 19.67
4	Warren	\$ 15.93	27.9%	\$ 20.38
4	Washington	\$ 15.93	27.9%	\$ 20.38
5	Albany	\$ 15.93	25.7%	\$ 20.02
5	Columbia	\$ 15.93	25.7%	\$ 20.02
5	Dutchess	\$ 15.66	25.7%	\$ 19.68
5	Greene	\$ 15.93	25.7%	\$ 20.02
5	Rensselaer	\$ 15.93	25.7%	\$ 20.02
5	Schenectady	\$ 15.93	25.7%	\$ 20.02
5	Ulster	\$ 15.66	25.7%	\$ 19.68

### Cost per Employee for Additional Requirements/Training

Region	Service Type					
		CPR	AED	OSHA	HIPPA	Medical Exams
2	Level 1	\$265.96	\$230.96	\$230.96	\$230.96	\$230.96
	Level 2	\$265.96	\$230.96	\$230.96	\$230.96	\$230.96
3	Level 1	\$252.56	\$217.56	\$217.56	\$217.56	\$217.56
	Level 2	\$252.56	\$217.56	\$217.56	\$217.56	\$217.56
4	Level 1	\$245.93	\$210.93	\$210.93	\$210.93	\$210.93
	Level 2	\$245.93	\$210.93	\$210.93	\$210.93	\$210.93
5	Level 1	\$246.51	\$211.51	\$211.51	\$211.51	\$211.51
	Level 2	\$246.51	\$211.51	\$211.51	\$211.51	\$211.51

### Daily Vehicle Cost Per Vehicle

Upon Authorized User's request, requirements may include vehicles. In such cases, the vehicle prices below will be used and considered all-inclusive (daily vehicle expense, insurance, gas, repairs and maintenance, etc.)

	2	3	4	5
Daily Vehicle Costs	\$67.00	\$67.00	\$67.00	\$67.00

### Volume Discounts

At the end of year one, the Contractor will provide to NYS the total annual spend from all Authorized Users. If a Contractor's total annual spend with NYS in year one exceeds any of the thresholds listed below, the proposed percentage (%) discount will be applied to the remaining contract years mark-up percentages for all Authorized Users. These discounts will be applied by taking the proposed original mark-up and subtracting the discount offered to equal the new mark-up percentage for the remaining life of the contract.

	\$0 - \$2.5M	\$2.6M - \$5M	\$5.1M - \$7.5M	\$7.6M - \$10M	>\$10.1M
% Discount off remaining years Mark-up %	0%	0%	0%	0%	0%

