APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

December, 2011

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to

be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. <u>CONFLICTING TERMS</u>. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. <u>GOVERNING LAW</u>. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. <u>LATE PAYMENT</u>. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. <u>NO ARBITRATION</u>. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. <u>SERVICE OF PROCESS</u>. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. <u>PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS</u>. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the

subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
http://www.empire.state.ny.us

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
http://www.empire.state.ny.us

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

State of New York
EXECUTIVE DEPARTMENT
OFFICE OF GENERAL SERVICES
Mayor Erastus Corning 2nd Tower
The Governor Nelson A. Rockefeller Empire State Plaza
Albany, N.Y. 12242

ANDREW M. CUOMO
GOVERNOR

March 27, 2012

ALLIED BARTON SECURITY SERVICES LLC
229 WEST 36TH STREET
11TH FLOOR
NEW YORK NY 10018

Based upon your proposal (bid), a contract has been awarded to you by the Commissioner of General Services, in accordance with the provisions of the State Finance Law and, where applicable, with the State Printing Law. The awarded items are described in the accompanying Contract Award Notification.

This contract number must appear on all orders, invoices and correspondence relating to the contract.

Contract Number
PS65722

Contract references are:

Invitation For Bids No.	Bid Opening Date	Approximate Sum	Group Number
RFP 22436	01/03/2012	ESTIMATED	71011 SECURITY GUARD SERVICES AND FIRE SAFETY DIRECTORS (STATEWIDE)

This is not an order; do not take any action under this contract except on the basis of purchase orders from the using agency or agencies.

COMMISSIONER OF
GENERAL SERVICES

By _____

Approved
THOMAS P. DINAPOLI
STATE COMPTROLLER

By _____

APPROVED
DEPT. OF AUDIT & CONTROL
JUL 24 2012
Charlotte E. Bruyere
FOR THE STATE COMPTROLLER

PROC-26 (01/11)

THIS AGREEMENT (hereinafter "Agreement" or "Contract") is made by and between the New York State Office of General Services (hereinafter "OGS" or "State") with offices at the Corning Tower, Empire State Plaza, Albany, New York, and Allied Barton Security Services LLC ("Allied Barton Security Services LLC" or "Contractor") with offices at 229 West 36th Street, 11th Floor, New York, NY 10018. OGS and the Contractor are collectively referred to herein as "the Parties."

WITNESSETH:

WHEREAS, since taking office in January, Governor Andrew Cuomo has committed his administration to implementing enterprise-wide changes that will utilize modern business practices in running New York State government.

WHEREAS, New Yorkers need a government in which they can take pride, and this comprehensive overhaul of operations will help accomplish that goal.

WHEREAS, as part of Governor Cuomo's Procurement Transformation, by the Division of the Budget and the Office of General Services, a procurement was issued for Security Guard and Fire Director Services to create centralized contracts primarily for, but not limited to, New York State agencies that focuses on implementing best practices and identifying opportunities for savings. The new procurement process will balance the needs of achieving savings with the administration's policy goals of encouraging small businesses and certified minority and women business enterprises.

WHEREAS, OGS issued a competitive solicitation, referenced as Request for Proposals (RFP) #22436, which was advertised in the December 6, 2011 edition of the New York State Contract Reporter, as required by New York State Economic Development Law.

WHEREAS, OGS conducted a series of non-mandatory site visits to provide bidders with the opportunity to see various building layouts and be briefed on the types of tasks that have been previously performed in select buildings that previously utilized the security guard service statewide contract.

WHEREAS, OGS conducted a competitive process to identify the bidders that will provide the best value for the required Security Guard and Fire Director Services, as evidenced by achieving the highest total score using the evaluation criteria (60% financial and 40% technical) listed in the RFP, and that are responsive and responsible.

WHEREAS, in accordance with State Finance Law §163(4)(b)(ii)(C), a decision was made to divide New York State into five regions, and the RFP further provided that contracts will be awarded by region up to two Bidders per region.

WHEREAS, the Bidder with the highest best value score in each respective region shall be awarded as the "Primary Contractor" and the Bidder with the second highest best value score in each respective lot and region shall be awarded as the "Secondary Contractor."

WHEREAS, the State has determined that the Contractor submitted a responsive proposal, had the highest best value score or the second highest best value score and is a responsible vendor. The Contractor is willing to provide the services as set forth herein.

NOW THEREFORE, in consideration of the terms hereinafter mentioned and also the mutual covenants and obligations moving to each party hereto from the other, the Parties hereby agree as follows:

I. SCOPE OF AGREEMENT

I.1 Scope

This Contract sets forth the terms and conditions for the provisions of : (1) unarmed uniformed Security Guards at facilities throughout New York State; (2) Fire Safety Directors at facilities located in the following counties: Bronx, Kings, Queens, New York and Richmond; and (3) vehicles for use by the Security Guards. The foregoing is collectively referred to as "Services". Only Level 1 and Level 2 security guards services may be obtained through this Contract; no other security guard services are authorized.

I.2 Regions

The Services listed in this RFP will be provided in five (5) Regions across NYS, as set forth below. OGS has awarded two contracts for each Region, with each Contractor assigned a status as Primary or Secondary. The Parties acknowledge that the status assigned can be changed in accordance with the terms and conditions of this Contract.

Regions				
1	2	3	4	5
Bronx	Broome	Allegany	Clinton	Albany
Kings	Chenango	Cattaraugus	Essex	Columbia
Nassau	Cortland	Cayuga	Franklin	Dutchess
New York	Delaware	Chautauqua	Fulton	Greene
Queens	Madison	Chemung	Hamilton	Rensselaer
Richmond	Montgomery	Erie	Herkimer	Schenectady
Rockland	Onondaga	Genesee	Jefferson	Ulster
Suffolk	Orange	Livingston	Lewis	
West Chester	Otsego	Monroe	Oneida	
	Putnam	Niagara	Oswego	
	Schoharie	Ontario	Saratoga	
	Sullivan	Orleans	St. Lawrence	
		Schuyler	Warren	
		Seneca	Washington	
		Steuben		
		Tioga		
		Tompkins		
		Wayne		
		Wyoming		
		Yates		

I.3 Process

Contractor acknowledges that when a need for services occurs the Authorized User shall engage the Primary Contractor. Detailed information on the procurement process is set forth in Procurement Instructions and the Ordering Document. 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 Standards, then the Secondary Contractor would become the Primary

Contractor. The Contractor acknowledges that the State reserves the right during the Contract term to award a Contract to the next ranking compliant bid in order to maintain two Contractors per Region.

I.4 Contract Period

This Contract shall commence after approval by the New York State Office of the State Comptroller, and shall become effective upon signature of final Contract award document by OGS (see Appendix B, Clause 38). The Contract shall be in effect for five (5) year(s). An Authorized User may submit an Ordering Document for Security Guard and/or Fire Safety Director Services at any time during the five year duration of the centralized Contract. The Authorized User is only required to submit one Ordering Document per facility for the life of the Contract, unless there are changes in scope to include, but not limited to, changes in shifts, coverage or requirements or if the Authorized User and Contractor agree to a different timeframe, as long as the Ordering Document end date does not surpass the expiration date of this Contract.

I.5 Definitions

The terms used in this Contract shall be defined in accordance with Appendix B (Part 1, §5 Definitions). In addition, the following definitions shall apply.

"Availability" The Authorized User may require the Contractor/Security Guards and/or Fire Safety Directors be available to provide service 24 hours a day, 7 days a week, 365 days a year.

"Continuity" Most requirements for Security Guards and/or Fire Safety Director shall be for one week or longer. However, duration may be as short as one or two days. The Contractor must assure continuity of the Security Guards and/or Fire Safety Director as required by Authorized User.

"Contractor" shall refer to a responsive and responsible Bidder who has attained a best value score for a respective Region and is working under an executed contract with New York State. Also see "Bidder."

"Employee" shall refer to the Contractor personnel that is performing the services

"Facility" shall refer to a NYS location where Security Guard and/or Fire Safety Director Services occur.

"Fire Prevention Plan" shall refer to the plan used to prevent a fire in a workplace. It describes the fuel sources on-site that can initiate or contribute to the spread of a fire as well as the building systems, such as fixed fire extinguishing systems and alarm systems, in place to control the ignition or spread of a fire.

"Fire Safety Plan" shall refer to a written plan that covers all the actions that employers and employees must take to ensure employee safety in the event of a fire.

"May" denotes the permissive in a contract clause or specification. Also see "Shall" and "Must."

"Must" denotes the imperative in a contract clause or specification. Also see "Shall" and "May."

"**n/a"** is a common abbreviation for *not applicable* or *not available*, used to indicate when information in a certain field on a table is not provided, either because it does not apply to a particular case in question or because it is not available.

"Performance Standards" shall refer to the minimum levels of service that a Contractor is required to meet during the Contract. Failure to maintain Required Service Levels may result in Contractor Deficiency Reports and possible Contractor Status Reduction.

"Prevailing Wage" is the rate of wage and supplement paid to workers under a public work contract. Employers must pay this rate set for the locality where the work is performed.

"Procurement Services Group (PSG)" shall mean a division of the New York State Office of General Services which is authorized by law to issue centralized, statewide contracts for use by New York agencies, political subdivisions, schools, libraries and others authorized by law to participate in such contracts.

"Region" shall refer to a grouping of counties designated by NYS as part of this RFP.

"Shall" denotes the imperative in a contract clause or specification. Also see "Must" and "May."

"Status Removal" shall refer to an action taken when a Contractor is found to be in non-compliance with contractual Required Service Levels or other contractual clauses. Upon removal of status, Contractor shall be replaced by the next qualified Contractor in the Tiered Structure.

"Tiered Structure" shall refer to the order with which Contractors are utilized by an Authorized User in a Region.

"0 (Zero)" is both a number and the numerical digit used to represent that number in numerals. It is the integer immediately preceding 1 (one).

I.6. Order of Precedence

The following documents shall be incorporated into the resulting Contract. Only documents expressly enumerated below shall be deemed a part of this Contract, and references contained in those documents to additional Contractor documents not enumerated below shall be of no force and effect. Conflicts among the documents shall be resolved in the following order of precedence:

a. Appendix A, Standard Clauses for New York State Contracts (December 2011);
b. The resulting Contract;
c. Appendix B, General Specifications (July, 2006);
d. Appendix C Mandatory: Contractor's Executive Law, Article 15-A (M/WBE) Requirements;
e. Appendix D, Region Award and NYS Pricing; and
f. Appendix E, Contract Specific Documents:
    #1 Contractor Operational Plan
    #2 Insurance Requirements
    #3 Contractor Deficiency Report
    #4 Ordering Document
    #5 Certificate of Compliance
    #6 Report of Contract Usage
    #7 Performance Standards and Consequences of Contractor Non-Compliance with Performance Standards
    #8, Contractor Contact Information
g. Appendix F, New York State Prevailing Wage Rate Schedule (PRC # 2011900991)

I.7. NYS Pricing

Contractor acknowledges that this is a full service Contract. For the purposes of this Contract, "full service" shall mean that the Contractor's price includes all costs of providing Services, including but not necessarily limited to: all other additional costs such as necessary financial reports; all reporting or other requirements, all overhead costs and profit. It shall also include all parking fees, and any other ancillary fees and costs including permits, licenses, insurance, training, uniforms, etc.; and services not explicitly stated in these specifications, but necessarily attendant thereto. Contractor may separately bill an Authorized User for the approved cost of a requested training on a monthly basis in arrears. Contractor may separately bill an Authorized User for the approved cost of a requested vehicle on a monthly basis in arrears. Contractor shall bill in accordance with the rates set forth in Appendix D, Region Award and NYS Pricing.

SECTION II. CONTRACT REQUIREMENTS

II.1 General Requirements

a. Appendix A, Standard Clauses For New York State Contracts, dated December 2011, attached hereto, is hereby expressly made a part of this Contract as fully as if set forth at length herein.

b. Appendix B, Office of General Services General Specifications, dated July 2006, attached hereto, is hereby expressly made a part of this Contract as fully as if set forth at length herein.

c. (i) Appendix C – Article 15-A of the Executive Law, attached hereto, is hereby expressly made a part of this Contract as fully as if set forth at length herein.

(ii) In accordance with Article 15-A of the New York State Executive Law and regulations adopted pursuant thereto and consistent with the objectives of Governor Andrew Cuomo's Executive Order No. 8 , an Authorized User that is a State Agency or State Authority (as defined in New York State Executive Law §310 and hereinafter referred to as "State Agency") should establish separate goals for each placement made against this Contract for participation of New York State Certified minority-owned business enterprises and women-owned business enterprises ("MWBEs") at the time of the acquisition, if the acquisition is (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction. As a condition of award of the Contract resulting from this RFP, the Contractor agrees to be bound by a State Agency's implementation of the provisions of Article 15-A of the New York State Executive Law, including but not limited to the submission of a utilization plan, in the acquisition. State Agencies and Authorities will seek an overall 20 percent participation rate based on all acquisitions made throughout the term of the contracts awarded hereunder. Joint ventures with Certified MWBEs to meet the goals is encouraged.

(iii) A State agency or authority will establish its certified Minority Business Enterprise (MBE) and certified Women Business Enterprise (WBE) goal on an order at each facility. MWBE goals for each facility will be made part of the Ordering Document, set forth in Appendix E, #4, upon request of services by the Authorized User.

d. Appendix D, Region Award and NYS Pricing, attached hereto, is hereby expressly made a part of this Contract as fully as if set forth at length herein.

e. Appendix E, Contract Specific Documents, attached hereto, is hereby expressly made a part of this Contract as fully as if set forth at length herein.

II.2 Performance and Bid Bonds

There are no BONDS for this Contract. In accordance with Appendix B, §58 Performance/Bid Bond, the Commissioner of OGS has determined that no performance, payment or Bid bond, or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract shall be required at any time during the Initial Term, or any renewal term, for this Agreement.

II.3 Toll-free Number

Contractor shall provide a toll-free telephone number or messaging service for the Authorized User usage. Contractor must staff this toll-free number at a minimum from 9:00am to 5:00pm Monday through Friday Eastern Standard Time. Such number is set forth in Appendix E, #8.

II.4 Administrative and Reporting Requirements

The Contractor shall be responsible for the completion of various administrative and reporting requirements, and the cost of same shall be included in the bid amount. It is expected that the Contractor shall maintain accurate records and accounts of the services rendered. During the term of the contract, the Contractor shall maintain a designated officer or employee as its representative for contact with the State and for all communication and transactions relating to the contract. Such designated contact is set forth in Appendix E, #8. Contractor shall send written notification to OGS if the designated contact changes. OGS shall provide notification to the Authorized Users of such changes through the P-memo process.

a. Administrative Requirements:

At the request of the Authorized User, the Contractor shall be available for an initial meeting. This meeting shall include:

- A review of all facility use rules;
- An introduction for each respective organization, chain of command, etc.; and
- A review of contract terms & conditions.

Unless otherwise directed by the Authorized User, there shall be quarterly job meetings for the following purposes:

- Review quality of work, identify and resolve problems;
- Coordinate the efforts of all concerned, maintain a mutual understanding of the contract and a sound working relationship between the Contractor and the Authorized User; and
- Maintain sound working procedures

b. Reporting Requirements:

A Contractor shall meet the reporting requirements set forth below and in Appendix E, # 6 – Report of Contract Usage.

Unless otherwise directed by the Authorized User, the Contractor shall submit the Report of Contract Usage form monthly via email to the Authorized User, detailing all services completed the prior month. This document will serve to confirm Security Guard and/or Fire Safety Director coverage and pricing information.

The Contractor shall also submit the Report of Contract Usage to OGS via email, detailing all services performed during the prior month. Such report to OGS shall contain total sales for State Agency and authorized non-State Agency Contract purchases for purposes of supporting OGS' program monitoring and contract administration. Reports shall be delivered within fifteen (15) days of the close of the month.

The report is to be submitted electronically in Microsoft Excel format to the Office of General Services, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual identified in the Contract Award Notification and shall reference the Group Number, the Award Number, Contract Number, sales period, and Contractor's (or other authorized agent) name.

The sales report Excel template will be forwarded to the Contractor at time of award. OGS reserves the right to require reports with additional detailed data.

II.5 Prevailing Wage Rate Advisory Notice

A Contractor acknowledges that the payment of Prevailing Wages and supplements is a requirement of ALL contracts for public works. Information indicating that Prevailing Wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the Prevailing Wage provisions of the Labor Law may result in debarment from the bidding and award of public contracts. NOTE: ALL PUBLIC WORKS CONTRACTS, REGARDLESS OF DOLLAR VALUE, REQUIRE THE PAYMENT OF PREVAILING WAGES AND SUPPLEMENTS.

A copy of the applicable prevailing rate schedule is affixed to this Contract as Appendix F, New York State Prevailing Rate Schedule. A Contractor is required to supply each of their Subcontractors with copies of the prevailing rate schedule and to obtain an affidavit acknowledging receipt and agreeing to pay required wages before entering into a subcontract. A Contractor is responsible for assuring that their Subcontractors pay prevailing wages and supplements. NOTE: A CONTRACTOR IS FURTHER REQUIRED TO POST THE PREVAILING WAGE RATES AT THE WORK SITE ON BULLETIN BOARDS PROVIDED BY THE FACILITY MANAGER AND INFORM EMPLOYEES OF THE POSTING. FACILITY MANAGERS WILL ENFORCE THIS PROVISION.

A Contractor is advised that Prevailing Wage schedules are determined annually on July 1st and are effective through June 30th of the following year. EMPLOYERS MUST PAY THE NEWLY DETERMINED RATES EACH YEAR. All corrections or updates to the annual determination will be posted at the NYS Department of Labor website http://www.labor.ny.gov/home/ on the first day of each month. The NYS Department of Labor has a web site page where employers can enter the specific PRC# associated with this RFP (PRC# 2011900991) to find the correct wage rates for their contracts. It is the sole responsibility of the Contractor to check the NYS Department of Labor website monthly for updates and annually July 1 to be sure the correct Prevailing Wage is being paid to their employees.

The Contractor acknowledges that the percentage mark-up set forth in Appendix D, region Award and NYS pricing, shall apply to the prevailing wage rate in effect at the time the service is performed and shall remain unchanged throughout the Contract term. As the prevailing wage rates change, the hourly rates invoiced will change accordingly. Individual Level 1 Security Guards and/or Fire Safety Directors must always be paid,

at a minimum, the current Prevailing Wage rate at the time the service is performed. It is the Contractor's responsibility to ensure the current Prevailing Wages are being paid and are updated on an annual basis.

Since a Prevailing Wage rate does not exist for Level 2 Security Guards, Contractor may propose an adjustment to the hourly wage paid to the Level 2 Security Guards that coincide with the adjustment to the Prevailing Wage rates schedule for Level 1 Security Guards as issued by NYS Department of Labor (annually on July 1). Any proposed adjustment to the hourly wage rate paid to the Level 2 Security Guards must be submitted in writing to OGS within 45 days of such Prevailing Wage adjustment. Such proposed adjustment shall be submitted in the form and manner specified by OGS. Such proposed adjustment cannot exceed the prevailing wage percentage change for the Level 1 Security Guard. If the proposed adjustment is submitted to OGS within 45 days of such prevailing wage changes, after receipt of OGS approval, the Contractor may apply the approved adjustment retroactive to the to the effective date of the Department of Labor adjustment to the Level 1 Security Guard rates. Contractor shall provide written notification to the Authorized Users receiving services under this Contract regarding such retroactive adjustment to the hourly wage paid to the Level 2 Security Guards.

Contractor agrees that the Authorized User may make random inquiries of employees of both prime and Subcontractors as to the rate of wages being paid and may request certified copies of one or more weekly payrolls of a contractor or any Subcontractor to verify proper payment of wages.

Contractor acknowledges that any discrepancy found in information supplied will be reported to the Department of Labor for investigation.

II.6 Dispute Resolution Policy

It is the policy of OGS PSG to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to PSG bid solicitations or Contract awards. PSG encourages vendors to seek resolution of disputes through consultation with PSG staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of PSG's Dispute Resolution Procedures for Vendors may be obtained by contacting the Contract Administrator or through the OGS website (**http://ogs.ny.gov/default.asp**).

II.7 No illegal drug use of any type, nor consumption of alcoholic beverages by the Contractor, its candidates, Employees or other personnel shall be permitted while performing any phase of work under this Contract.

II.8 Contractor agrees that the State shall not be liable for any expense incurred by the Contractor as a consequence of any traffic infraction or parking violations attributable to Contractor's Employees.

II.9 Contractor agrees that OGS's interpretation of specifications shall be final and binding upon the Contractor.

II.10 On-Site Work: Services performed on-site by Contractor's Employees shall be rendered in accordance with these additional requirements:

a. Employee Sign-In: Contractor's Employees shall sign in and out in accordance with the Authorized User's security procedures and guidelines. Failure to sign in or out, whether intentional or not, may be understood to mean that service was not performed;

b. Facility use rules; and

c. An introduction for each respective Authorized User organization, chain of command, etc.

II.11 Contractor Affirmations and Agreements

a. Contractor affirms that it is able and will continue to service all counties for the Regions in which it was awarded.

b. Contractor affirms that the Level 2 pay rate cannot be lower than the Level 1 Security Guard Prevailing Wage rate for the same county.

c. Contractor agrees to allow an Authorized User the right to interview each Security Guard and/or Fire Safety Director to provide approval and/or disapproval of assignment.

d. Contractor affirms that all employees providing Security Guard and/or Fire Safety Director Services will provide a copy of a satisfactory "negative" drug tests prior to starting at any location and no more than 10 days prior to their state date.

e. Contractor agrees to a obtain a medical examination of a Security Guard attesting to the fitness to perform essential duties if requested by an Authorized User.

f. Contractor agrees to complete all required registration as noted by the Department of State Division of Licensing.

g. Contractor agrees to present a Department of State photo id registration for each Security Guard and/or Fire Safety Director providing services to NYS.

h. Contractor agrees to present a notarized Certification of Compliance for each Security Guard providing services to NYS.

i. Contractor agrees to follow security policies and obtain necessary clearances prior to the start date.

j. Contractor agrees it is responsible to pay overtime in the event a Security Guard and/or Fire Safety Directors works more than 8 hours in any one day or more than 40 hours in one work week.

k. Contractor agrees to provide standard equipment for each Security Guard.

l. Contractor agrees to remove a Security Guard and/or Fire Safety Director failing to meet Contract requirements within 24 hours of a request in writing from Authorized User.

m. Contractor agrees to comply with the Mandatory Restrictions outlined as a part of this Contract.

n. Contractor agrees to provide Security Guards and/or Fire Safety Directors that meet the Mandatory Requirements outlined as a part of this Contract.

o. Contractor agrees to provide Security Guards and/or Fire Safety Directors that can meet the responsibilities outlined as a part of this RFP.

p. Contractor agrees to comply with any MWBE requirements requested by an Authorized User.

III. SERVICE REQUIREMENTS

III.1 Staffing

If requested by an Authorized User, a designated representative of the Authorized User has the right to interview each Security Guard and/or Fire Safety Director that is to be provided for service and can approve or disapprove assignment. Authorized User must notify Contractor of acceptance or disapproval as soon as possible, but no later than twenty-four hours after interview or the Security Guard or Fire Safety Director shall be deemed approved.

If requested by the Authorized User and listed on the Ordering Document, the Contractor must first consider current Security Guards and/or Fire Safety Directors employed at the facility. Contractor has the right to screen the current Security Guards and/or Fire Safety Directors to ensure they meet all requirements as outlined in this RFP. If the current Security Guards and/or Fire Safety Directors meet all requirements and the Contractor's employment standards, Contractor must make employment offers. If the current Security Guard and/or Fire Safety Directors do not meet all requirements and the Contractor's employment standards, Contractor is not obligated to make employment offers but must document their employment standards and incumbent's deficiencies to the Authorized User. In the event the Secondary Contractor becomes the Primary Contractor, the Secondary Contractor must also first consider the Primary Contractor's current Security Guards and/or Fire Safety Directors employed at NYS Facilities.

The Contractor may use Subcontractors to fulfill services however NYS will only contract with the successful Bidder known as the Primary Contractor.

No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this Contract. The Contractor accepts full responsibility for the actions of any employee or Subcontractor's employees who perform requested Services. Any Subcontractor's employees used must be indistinguishable from the Contractor's employees. A subcontractor must be indistinguishable from a Primary Contractor; this includes having the same uniforms, id cards, etc.

The Contractor shall be responsible for informing the Subcontractors of all terms, conditions and requirements of this RFP and shall coordinate and control the work of the Subcontractors.

If Subcontractors will be used, Contractor must notify Authorized Users in writing prior to start date. A Contractor will be required to submit a list of subcontractors to OGS for approval prior to the subcontractors beginning to provide services.

III.2 Drug Testing and Medical Exams

All Contractor's employees providing Security Guard and/or Fire Safety Director services must be free of any illegal drugs. An Authorized User may request in writing that the Contractor provide a copy of satisfactory (negative) drug test for a Security Guard and/or Fire Safety Director. If so requested, the Contractor shall require the Security Guard and/or Fire Safety Director to complete a drug test prior to starting at an Authorized User location but no more than 10 days before their start date. The drug test can be based on either a urine sample or mouth swab (oral fluid) for, at a minimum, marijuana, cocaine, opiates, amphetamines and phencyclidine, meeting Substance Abuse and Mental Health Services Administration (SAMHSA) standardized cut-off levels. The drug test will be at the expense of the Contractor.

In addition to the initial drug test, the Authorized User has the right to request an additional drug test if there is cause for suspicion that the Security Guard and/or Fire Safety Director is under the influence of marijuana or controlled substances. These additional tests would be at the expense of the Contractor and limited to one additional test per guard per year. If an Authorized User requests further drug testing, Contractor shall have such tests performed at the Authorized User's expense. Contractor shall reimburse Authorized User for costs associated with each positive result for illegal drugs.

Certain Authorized Users may require a medical exam of the Security Guard (performed within one year prior to assignment) evidencing and attesting to the fitness of the guard to perform the essential duties of the position. Authorized User is responsible for paying any fees associated with a medical exam in accordance with the fees set forth in Appendix D. These exams will be billed as pass through expense to the Authorized User upon completion of the exam and noted on the invoice as an individual line item. It should not be included as part of the mark-up and is not subject to the mark-up.

III.3 Background, Registration And Training

Contractor shall be required to complete all background checks and registration requirements as listed on the Department of State, Division of Licensing Services website (http://www.dos.ny.gov/licensing/securityguard/sguard.html) which includes but is not limited to requests for NYS fingerprinting services for Contractor's employees, employment status notification and the DMV consent form.

The Security Guard is required to complete NYS Division of Criminal Justice Services training as noted on the New York State Division of Criminal Justice Services (http://www.criminaljustice.state.ny.us/ops/sgtraining/sgpcourses.htm). An Authorized User may require additional training which may include but not be limited to:

- AED (Automated External Defibrillator);
- HIPAA (Health Insurance Portability and Accountability Act) ;
- OSHA; and
- CPR.

The certifications and training must be completed **prior** to the Security Guard and/or Fire Safety Director beginning services at a Facility.

The cost of NYS Division of Criminal Justice Services training is to be incurred by the Contractor. The cost for additional training (AED, CPR, HIPPA and OSHA) will be billed as pass through expense to the Authorized User upon completion of the training and noted on the invoice as an individual line item. It should not be included as part of the mark-up and is not subject to the mark-up.

An Authorized User will specify the Facility specific training (either on the job or in the classroom) to be completed within thirty days of assignment.

An Authorized User will provide equipment specific training, if needed (ie: new machine or badging system).

III.4 Record Retention

Upon first reporting to the Facility for assignment, the Security Guard must present to the Authorized User the following items:

- DOS ID - A valid Department of State (DOS) Photo ID Registration (must be visibly displayed on Security Guard at all times). The Contractor is responsible to pay the Department of State the fee associated with registration for each Security Guard.
- NOTARIZED CERTIFICATION OF COMPLIANCE - A current Certification of Compliance shall be signed and dated by Contractor and notarized. A copy must be maintained in the Contractor's office within the assigned Security Guard's and/or Fire Safety Director's file and available for audit. The "Certification of Compliance" shall be reissued annually on the anniversary date for each such Security Guard assigned and provided to the facility manager with a copy filed in the Security Guard's file maintained by the Contractor. A copy of this certificate is included as Appendix E, Attachment 5 – Certificate of Compliance.

Upon first reporting to the Facility for assignment, the Fire Safety Director must present to the Authorized User the following items:

- Must present two pieces of identification to Authorized User upon start date; and
- NOTARIZED CERTIFICATION OF COMPLIANCE – as noted above.

It is the obligation of the Contractor to maintain current and all prior copies of the Certification of Compliance forms in each Security Guard's and/or Fire Safety Director's file for review by NYS and/or the Authorized User utilizing the Security Guard's services.

Contractor shall maintain a copy of Security Guard's and/or Fire Safety Director's I-9 Employment Eligibility Form and a copy of a high school degree or General Equivalency Diploma (GED).

A Contractor is required to maintain certified payrolls and an Authorized User may demand copies of such certified payroll records to verify Security Guard and/or Fire Safety Director payment rates.

III.5 Security Procedures

At the request of the Authorized User, Facilities may have security policies which must be followed by the Contractor. The Contractor will work with Authorized User to obtain necessary clearances prior to the start date of the Security Guard and/or Fire Safety Director's start date. Contractor may be required to provide information such as, but not limited to, the company name, the employee's name (as it appears on ID), valid driver license number, etc. to an Authorized User.

III.6 Coverage

Security coverage must be maintained at each requested Facility. In the event of anticipated and/or unanticipated absenteeism and tardiness, it is the obligation of the Contractor to maintain sufficient staffing as required by the contract. The Contractor must have a procedure in place for Security Guards and Fire Safety Directors to communicate both tardiness and absence in a fashion that allots enough time for a replacement Security Guard and/or Fire Safety Director of equal or better qualification(s) to be retained for the shift in question without any additional cost to Authorized User.

III.7 Workday/Hours

A Security Guard and/or Fire Safety Director, employed by a Contractor, may work up to eight (8) hours in any one day and up to forty (40) in any one workweek for the appropriate prevailing wage rates. A Security Guard and/or Fire Safety Director who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times the prevailing basic cash hourly rate.

Standard Work Day:

A typical work day may be up to an eight hour work shift inclusive of one one-half hour meal period.

Meal Time:

Defined as one half hour within the standard eight-hour workday when the Security Guard and/or Fire Safety Director may eat. The Security Guard and/or Fire Safety Director may be required to remain on premises and be available to respond to emergencies. If so, the Security Guard and/or Fire Safety Director will be paid for the one-half hour meal period.

Overtime:

Authorized Users do not anticipate paying overtime rates under this contract. The Contractor will be responsible for scheduling Security Guards and/or Fire Safety Directors so that shifts do not exceed the parameters identified in the prevailing wage schedule for which overtime pay is required. In the event that overtime is necessary to maintain coverage due to scheduling problems on the part of the Contractor, the Contractor shall pay the appropriate overtime rate to the Security Guard and/or Fire Safety Director at no additional cost to Authorized User.

Holiday:
The NYS Department of Labor has advised OGS that each Security Guard working at a site in NYC and the five boroughs (counties of Kings, Queens, New York, Bronx and Richmond) will be paid regular pay for the Federal Holidays listed by the Department of Labor. The Contractor is responsible for the payment of these holiday wages. If a Security Guard works on those days they are paid an additional 8 hours of regular pay which would equal double time.

Any Security Guard working outside of NYC or the five boroughs does not receive holiday pay. In these facilities, if a Security Guard is required to work on a holiday the Authorized User is responsible to pay the Security Guard and/or Fire Safety Director for the hours worked. Below are the holidays on which the holiday rate applies for Security Guards working outside of the five boroughs:

New Year's Day
Martin Luther King, Jr.'s Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

III.8 Additional Guards/Special Events/Court Hearings

It is anticipated that during the term of this contract a Contractor will be required to provide additional Security Guards for additional shifts and/or special events which may include court hearings. Once the date of the special event is determined, the Authorized User will submit the Ordering Document to the Contractor.

III.9 Standard Equipment

The following equipment will be required for each Security Guard and shall be provided by the Contractor at the Contractor's expense:

- An operable flashlight;
- Pen or pencil and watch;
- Memo book; and
- Whistle.

If the Authorized User requires the following items, such items shall be provided by the Authorized User to the Security Guard assigned and at no cost to Contractor. All items remain property of the Authorized User:

- Building keys, where applicable;
- Logbook;
- Guard Handbook;
- General and special orders; and
- Two-way radio/beeper (or other communication device)
- Standard security screening equipment including but not limited to magnetometer, wand, x-ray scan and machine scan.

III.10 Site Assignment And Removal

When requesting Security Guards and/or Fire Safety Directors, the Authorized User shall allow sufficient processing time for a Contractor to screen, recruit and hire guards. Once the Contractor receives and confirms this information, Contractor will have a minimum of ten (10) business days to fulfill order ensuring the Security Guards and/or Fire Safety Directors meet the required specifications as outlined in the Contract, unless there is an agreement between the Authorized User and Contractor to a different timeframe.

Each time a Security Guard and/or Fire Safety Director is sent to a new Authorized User's site, the Contractor must furnish the Authorized User with appropriate documentation as set forth in the Record Retention Section.

The Authorized User representative, in its sole judgment, may require the removal of any Security Guard and/or Fire Safety Director failing to meet contract requirements or for nonperformance of any duty. Authorized User shall give Contractor as much prior notice as is reasonable for the requested removal and shall advise the Contractor in writing within twenty-four hours of such request.

A sufficient number of staff should be provided to accomplish the specified service in the frequencies requested as noted on the Ordering Document.

III.11 Mandatory Restrictions

a. No smoking allowed by Security Guard and/or Fire Safety Director in other than designated smoking areas.

b. No personal use by Security Guard and/or Fire Safety Director of Authorized User's telephones, computers or telecommunications equipment, without prior written permission of the Authorized User.

c. No Security Guard and/or Fire Safety Director may bring any weapon of any type into any building including but not limited to the following: firearms, knives, billy clubs, nightsticks, blackjacks, gas discharge guns, etc.

d. No Security Guard and/or Fire Safety Director may use during work hours or carry on patrol any radio, recorder, television, reading material, music maker, game or pictorial material unless approved in writing by the Authorized User.

e. No Security Guard and/or Fire Safety Director shall be under the influence or carry the odor of alcoholic beverages while on duty, nor shall any Security Guard and/or Fire Safety Director carry or consume any alcoholic beverage while on duty.

f. No Security Guard and/or Fire Safety Director shall be under the influence of, carry or ingest a controlled substance, except as prescribed by medical authorities and then only if the Security Guard and/or Fire Safety Director performance of duties shall not be impaired in any way.

III.12 Security Guard and Fire Safety Director Service Levels And Requirements

Pricing for vehicles is all-inclusive and may include but is not limited to: monthly vehicle expense, insurance, gas, repairs and maintenance, etc. Vehicle pricing, as set forth in Appendix D, Region Award and NYS Pricing, is per vehicle per day. A day refers to 24 hours, unless otherwise noted by the Authorized User.

III.12.1 Level 1 Security Guard Mandatory Requirements

The Contractor shall provide Security Guards that meet the following requirements:

- High School Diploma or GED;
- Minimum six months experience as a New York State DOS registered security guard;
- Minimum 18 years of age;
- Able to communicate with visitors and prepare incident reports in English;
- Able to speak, read and write in English;
- In good physical condition to perform the essential duties of the position;
- Have a valid and current DOS Security Guard registration;
- Have a copy of the current DOS Photo ID card and Certification of Compliance (Attachment 10) on file with Contractor;
- Completed all DOS registration and DCJS Security Guard training;
- Visibly display the DOS Photo ID on the Security Guard's person at all times while on duty;
- Any additional site specific requirements as determined by the Authorized User; and
- If applicable, Authorized Users may require Agency specific training and certifications such as AED (Automated External Defibrillator).

III.12.2 Level 2 Security Guard Mandatory Requirements

The Contractor shall provide Security Guards that meet the following requirements:

- All mandatory requirements for Level 1 Security Guards; and
- One or more of the following:
    - Two years of prior Military experience on active duty with an honorable discharge (DD214) from any branch of the military or Coast Guard, or two years of experience as a member of the National Guard or Military Reserves;
    - Two years of full-time experience as a Police Officer, Probation Officer or Corrections Officer;
    - Three years of full-time experience as a DOS registered New York State Security Guard;
    - Two years experience as a Security Guard Supervisor; or
    - An Associate's or Bachelor's degree in Criminal Justice.

III.12.3 Fire Safety Director Mandatory Requirements

The Contractor shall provide staff that meets all of the following requirements:

- Must have at least five years of applicable experience in fire prevention, building service equipment or satisfactory combination or at least three years experience with Fire Department of New York (FDNY) variance;
- Must satisfactorily complete a course for Fire Safety Director given by a school certified by the FDNY;
- Must pass the FDNY Fire Safety Director written test (70% passing grade) and pay the test fee. NYS is not responsible for paying test fee;
- Within 60 days of starting Services at a Facility, must pass on-site test (#F58) at building the applicant desires to be Fire Safety Director. There is a test fee. NYS is not responsible for paying test fee.
- Must obtain a Certificate of Fitness from FDNY. This Certificate of Fitness is site-specific, which means the applicant must pass the on-site test at each building where they will perform Fire Safety Director duties. For example, if the applicant wishes to be a Fire Safety Director of three buildings, he/she must pass three different on-site tests (one at each building) and pay the fee three times. Note: May require all mandatory requirements for Level 1 Security Guards at certain Authorized User locations when they are utilized as Level 1 Security Guards and Fire Safety Directors.

III.12.4 Building Specifications That Require Fire Safety Directors

Buildings in Bronx, Kings, New York, Queens and Richmond counties that meet the following requirements:

- Class A, B or C office buildings
  Note: In general this means that coverage is required only during business hours, which might be 24/7 depending on occupancy. At least one backup Fire Safety Director is required in all buildings for times when the Fire Safety Director is absent (ill, vacation, etc.).

III.13 Responsibilities for All Security Guards (Level 1 And Level 2)

Areas of responsibility may include but are not limited to:

- Protect and/or prepare offices, buildings, grounds and occupants against potential incidents and evacuations which may include but is not limited to fire, disruptive activity, violent storm,

vandalism, theft, loitering, trespass, burglaries, unlawful entry, bodily harm, building system malfunctions and deficiencies, etc.

- Report any serious incidents promptly to the police, fire agency or appropriate emergency personnel for response. As necessary sound any mechanical or electronic alarms in order to alert responsible parties to potential danger.
- Document any issues in logbook
- Review logbook for issues that may have occurred on a previous shift and may require action. Action may include advising the appropriate Security Guard(s) of the reported potential risks and responsibilities.
- Monitor and protect all entrances including but not limited to checking ID's, ensuring visitors sign-in and sign-out, issuing passes, observe and screen visitors, escort duties, etc.
- Issue identification cards, and visitor passes; and maintains the integrity of such identification systems
- Operate detection equipment to screen individuals and prevent passage of prohibited articles into restricted areas
- Operate and monitor security devices such as video cameras, and related accessories; and report any malfunctions immediately to the proper supervisor
- Confiscate contraband and or distribute receipts to persons for items such as weapons, tools, scissors and other prohibited items. Log all items and report incidents to Facility Management for appropriate action.
- Perform routine internal and external walking tour of the building to assure that all entrances and grounds are secured and log any changes or issues
- Inspection of all fire suppression equipment including but not limited to: extinguishers, emergency lights, and fire hoses on a monthly basis to determine that fire suppression equipment is not visibly damaged and/or missing. If a deficiency is identified, the guard must immediately inform the Authorized User.
- Raise and lower flags
- Ensure compliance of building rules including but not limited to restricting food or drinks in a facility, cell phone restrictions, etc.
- Attempt to diffuse situation with hostile persons or escort unruly or disruptive persons from premises. If the effort is unsuccessful, call the appropriate emergency contacts.
- Report directly to Facility Management at Authorized User location
- Must be able to communicate with law enforcement personnel, other State and city agencies as well as facility management
- Interface with third parties including but not limited to building security (i.e. New York State Troopers), emergency service personnel and building fire and safety personnel while functioning as a first and primary responder in all fire and safety issues
- Answers questions and give directions to visitors to assist them in finding appropriate offices and services if necessary
- Operate standard security screening equipment prior to beginning work, including but not limited to magnetometer, wand, x-ray scan and machine scan

III.13.1 Additional Responsibilities for Level 2 Security Guards

- Must possess demonstrated administrative capabilities to oversee a large security contingent at various locations and the ability to interface with Facility Management
- Overall responsibility for all Security Guards at each individual location

- Ensure all guards are present and on post during operating hours
- Ensure all guards are properly trained and familiarized with security procedures and operations
- Ensure all guards are equipped with appropriate equipment
- Ensure all guards maintain professional and courteous standards
- At the request of the Authorized User, Level 2 Security Guards may be considered shift or site supervisors.

Authorized Users have been advised that any request for additional requirements must be within the duties listed by the Department of State, Division of Licensing Services (http://www.dos.ny.gov/licensing/securityguard/sguard.html).

Contractor acknowledges that since these additional requirements will fall within the scope of services provided by Security Guards, no mark-up adjustments are allowed.

III.14 Responsibilities for Fire Safety Directors

- Responsible for implementing the building's Fire Safety Plan
- Reports to, supervises and staffs the Fire Command Station
- Liaisons and advises the FDNY during operations
- Notifies building occupants of fire, FDNY operations and updates as needed
- Directs evacuation during fire or emergency
- Provides information to the FDNY
- Location of fire or emergency
- Evacuation of occupants from and to locations
- Problems with building systems or occupants
- Responsible for implementing the Fire Prevention Plan
- Supervises and trains:
  - Fire Brigade
  - Floor Wardens
  - Deputy Floor Wardens
  - Building Evacuation Supervisors
- Maintains records as required by law
- Performs inspections as required by law
- Conducts, supervises and evaluates fire drills
- May have additional Security Guard responsibilities
- Please note that the Contractor must have a backup Fire Safety Director that can:
- Function as the Fire Safety Director during the absence of the Fire Safety Director
- Perform duties during fires and emergencies as directed by the Fire Safety Director

SECTION IV. SPECIAL TERMS AND CONDITIONS

IV.1 Appendix B Amendments

Appendix B is amended as follows:

a. Section 4 (Conflict of Terms) of Appendix B is deleted.

b. Section 33 (Equivalent or Identical Bids) is deleted and replaced with the following:

33. EQUIVALENT OR IDENTICAL BIDS:

In the event two offers are found to be substantially equivalent, price shall be the basis for determining the award recipient. If two or more Bidders submit substantially equivalent Bids as to pricing or other factors, the decision of the Commissioner to award a Contract to one or more of such Bidders shall be final.

c. Section 62 (Contract Billings) is deleted and replaced with the following language:

62. CONTRACT BILLINGS AND PAYMENTS:

a) Billings. Contractor and the dealers/distributors designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billing invoices submitted to an Authorized User must be submitted monthly in arrears and contain all information required by the Contract and the State Comptroller or other appropriate fiscal officer. Submission of an invoice and payment thereof shall not preclude the Commissioner from requesting reimbursement or demanding a price adjustment in any case where the Service delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.

Contractor shall provide, upon request of the Commissioner, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in the format requested by the Commissioner and in a media commercially available from the Contractor. The Commissioner may direct the Contractor to provide the information to the State Comptroller or to any Authorized User of the Contract.

b) Payment of Contract purchases made by an Authorized User when the State Comptroller is responsible for issuing such payment. The Authorized User and Contractor agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at **www.osc.state.ny.us**, by e-mail at **epunit@osc.state.ny.us**, or by telephone at 518-486-1255. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

c) Payment of Contract purchases made by an Authorized User when the State Comptroller is not responsible for issuing such payment. The Authorized User and Contractor agree that payments for such Contract purchases shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User. Such payments shall be as mandated by the appropriate governing law from the receipt of a proper invoice. Such Authorized User and Contractor are strongly encouraged to establish electronic payments.

d. Section 77 (Insurance) is amended as follows:

The Parties agree that Contractor is able to name OGS as additional insureds, "to the extent of the liabilities assumed by Contractor under this Agreement up to the required insurance coverage amount."

Section IV.2 Use of Contract By State Agencies, Political Subdivisions and Other Authorized Users

IV.2.1 Non-State Agencies Participation In Centralized Contracts And Extension Of Use

New York State political subdivisions and others authorized by New York State law may participate in Contracts resulting from this solicitation. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "39. Participation in Centralized Contracts" in Appendix B, OGS General Specifications. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), services to be provided may include locations adjacent to New York State.

In order for services to be extended to additional States or governmental jurisdictions there must be mutual written agreement between New York State (the lead Contracting State) and the Contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant Contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional lower mark-up's based on any increased volume generated by such extensions

Upon request, all eligible non-State Agencies must furnish a Contractor with the proper tax exemption certificates and documentation certifying eligibility to use State Contracts. A list of categories of eligible entities is available on the OGS web site (**http://ogs.ny.gov/purchase/snt/othersuse.asp**). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

IV.3 New York State Procurement Card

Details regarding Contractor's acceptance of the Procurement Card are set forth in Appendix E, #8.

IV.4 Procurement Instructions.

1. An Authorized User shall review the list of regions and included counties to determine what Region is applicable for the required service. It will review the most current document to identify which contractor is the primary for such region. Changes to Contractor status will be communicated via a P-Memo.

2. An Authorized User shall check the list of Preferred Source offerings and are reminded that they must comply with State Finance Law §162 which requires that agencies afford first priority to the commodities/services of preferred source suppliers such as Correctional Industries (Corcraft), Industries for the Blind of NYS, and NYS Industries for the Disabled, when such commodities/services meet the form, function and utility of the Authorized User.

3. An Authorized User shall engage the services of the Primary Contractor in the appropriate Region. An Authorized User shall complete the Ordering Document and send to the Primary Contractor by means of the contact information provided in Appendix E, #8.

4. The Primary Contractor is required to provide the requested Security Guard and/or Fire Safety Director Services according to the requirements outlined in this Contract.

5. An Authorized User and the Primary Contractor shall develop the exact cost or estimated cost if an exact cost cannot be determined at that time. An Authorized User shall issue a purchase order or other written order for work, which is effective and binding on the Primary Contractor at time of order in accordance with Appendix B §44. A Primary Contractor shall not initiate services until the order is issued, and an Authorized User shall not request performance of services until the purchase order has been issued. Note: for services, purchase orders may be issued for an estimate for the entire year.

6. If requested by an Authorized User, a designated representative of the Authorized User has the right to interview each Security Guard and/or Fire Safety Director that is to be provided for service and can approve or disapprove assignment. Authorized User must notify Primary Contractor of acceptance or disapproval as soon as possible, but no later than twenty-four hours after interview or the Security Guard or Fire Safety Director shall be deemed approved.

7. An Authorized User shall monitor the Contractor's quality of work. Appendix E, #7 details a list of deficiencies and non-compliance that shall result in a Contractor Deficiency Report and the process to be followed. In case of deficiencies, an Authorized User shall complete a deficiency report and send to OGS Contract Administrator and the Contractor Contract Administrator. The Contractor Deficiency Report can be found in Appendix E, #3. Failure of the Primary Contractor to adequately meet the Performance Levels as outlined in the improvement plan shall result in the reduction of the Contractor's status. Status Reduction shall be on a per Region basis. Issues that span across multiple Regions shall result in status reduction of all applicable Regions. In the case of Contractor Status Reduction, Contractor status shall be adjusted per the following procedures:

- Status Reduction of Primary Contractor shall mean:
    - Primary Contractor becomes Secondary Contractor; and
    - Secondary Contractor becomes Primary Contractor.

Authorized Users will continue to follow the same procurement instructions outlined above should the Secondary Contractor become the Primary Contractor.

IV.5 Method Of Payment

Invoicing and payment shall be made in accordance with the terms set forth in Section III.12 Appendix B amendments – 62. Contract Billings and Payments. Payments for Services actually rendered shall be based on the rates set forth in Appendix D, Region Award and NYS Pricing, for the Contractor's provision of Services.

Contractor shall invoice the Authorized User, monthly in arrears, for all Services actually rendered during the month for the benefit of such Authorized User, including requested training, tests and vehicle usage.

If the Contractor bills for services not specified in the Scope or Services, or at rates greater than those specified in the Contract, an Authorized User shall submit a Contractor Deficiency Report and adjust the bill accordingly. Any work not so specified in the Scope or Services shall not be compensated.

V.4 GENERAL PROVISIONS

V.4.1 Contract Amendment Process

During the term of the Contract, the Contract may be amended as changes occur within the industry. OGS reserves the right to consider amendments which are not specifically covered by the terms of the Contract but

are judged to be in the best interest of the State. All amendments are subject to Attorney General and Office of the State Comptroller Approval. NYS, an Authorized User or Contractor may suggest the amendment. Contract amendments are subject to pre-audit by the Office of the State Comptroller and shall take effect upon written notification by OGS. A Contractor may submit a request for a contract amendment by using a form provided by OGS.

Once a Contract is awarded, Contractor's prices will be posted on the OGS website.

V.4.2. Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Agreement shall be in writing and shall be validly given when mailed by registered or certified mail, or hand delivered, (i) if to the State, addressed to the State at its address set forth below, and (ii) if to Contractor, addressed to Contract Administrator at the address set forth below. The Parties may from time to time, specify any address in the United States as its address for purpose of notices under this Agreement by giving fifteen (15) days written notice to the other party. The Parties agree to mutually designate individuals as their respective representatives for purposes of this Contract. The New York State Contract Administrator for this Contract is set forth in the Contract Award Notification. The Contractor's Contract Administrator is initially set forth in Appendix E, #8 and will be updated though the P-memo process.

All notices sent shall be effective upon actual receipt by the receiving party. The Contractor will be required to forward a copy of the official notice to an Authorized User that is associated with the subject of the notice.

Written notice of any alleged breach by one party to the other shall provide specific facts, circumstances and grounds upon which the breach is being declared.

V.4.3. Captions

The captions contained in this Contract are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

V.4.4. Severability

If any provision of this Contract is deemed invalid or unenforceable, such determination shall have no effect on the balance of the Contract, which shall be enforced and interpreted as if such provision was never included in the Contract.

V.4.5. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind such party.

V.4.6 ENTIRE AGREEMENT

This Contract and the referenced appendices constitute the entire agreement between the parties thereto 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 the Contract shall not be changed, modified or altered in any manner except by an instrument in writing executed by the State and the Contractor, with the approval of the Attorney General and the Comptroller for the State of New York. Authorized Users shall not have the authority to modify the terms of the Contract, except as to better terms and pricing for a particular procurement than those set forth herein in accordance with the terms set forth in Appendix B Clauses 40, Modification of Contract Terms, and 44, Purchase Orders.

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

The Parties further hereby certify 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 Contract being executed simultaneously herewith.

ALLIED BARTON SECURITY SERVICES LLC.

By: _____
Name: Stephen Sacchetti
Title: Vice President, Business Develoment
Date: _____

Corporate Federal ID #: 562436460
Vendor Identification #: 20-3012716

THE PEOPLE OF THE STATE OF NEW YORK

By: _____
Name: Anne G. Phillips
Title: Acting Deputy Commissioner
Date: 8/29/12

APPROVED AS TO FORM
NYS ATTORNEY GENERAL
MAR 21 2012
Lorraine I. Remo
LORRAINE I. REMO
PRINCIPAL ATTORNEY

CORPORATE ACKNOWLEDGMENT

STATE OF New York }
: **ss.:**
COUNTY OF New York }

On the 24 day of February in the year 2012 before me personally came: Stephen Sacchetti, to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in New York; that he/she/they is (are) VP, Business Development (the President or other officer or director or attorney in fact duly appointed) of AlliedBarton Security Services, the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.

_____
Signature and Office of Person Taking Acknowledgment

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

APPROVED
DEPT. OF AUDIT & CONTROL
JUL 24 2012
Charlotte E. Breyer
FOR THE STATE COMPTROLLER

APPROVED AS TO FORM
NEW YORK STATE ATTORNEY GENERAL

APPROVED
NEW YORK STATE COMPTROLLER

ANDREW M. CUOMO
GOVERNOR

ROANN M. DESTITO
COMMISSIONER

STATE OF NEW YORK
EXECUTIVE DEPARTMENT
OFFICE OF GENERAL SERVICES
MAYOR ERASTUS CORNING 2ND TOWER
THE GOVERNOR NELSON A. ROCKEFELLER EMPIRE STATE PLAZA
ALBANY, NEW YORK 12242

February 9, 2012

Mr. Stephen Sacchetti
Allied Barton Security
229 West 36th Street 11th floor
New York, NY 10018

Re: RFP # 22436
Security Guard Service and Fire Safety Directors
Region(s)- 2, 3, 4 & 5

Dear Mr. Sacchetti:

This letter is to inform you that Allied Barton Security has been tentatively designated as the apparent lowest responsive bidder to provide Security Guard Services and Fire Safety Directors in response to RFP# 22436 for Region(s) 2, 3, 4 & 5 and designated as the "secondary". This designation is tentative pending a determination that this company is a responsible bidder and successful completion of the contract process. A contract will be presented to you shortly under separate cover. Be advised that the contract does not become effective until final approval from the Office of the State Comptroller (see Appendix A clause 3). Allied Barton Security shall not take any action until the contract is executed and approved; any activities taken prior to formal execution of the contract (See RFP section VI.5 Liability and Validity) are at vendor's risk and expense.

The RPF inadvertently omitted the following question regarding the willingness of the contractor to extend the terms of the resultant contract to other New York State political subdivisions and others authorized by New York State law to participate in Contracts resulting from this solicitation. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "39. Participation in Centralized Contracts" in Appendix B, OGS General Specifications. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), services to be provided may include locations adjacent to New York State.

Will you extend use of this Contract and pricing to all Authorized Users described in Table II as listed under NYS Laws Extending Use of State Centralized Contracts for Purchases by Non-State Agencies? (http://www.ogs.state.ny.us/purchase/snt/othersuse.asp) Yes No

Please circle yes or no, sign and return to my attention. A "yes" answer and your signature below will confirm Allied Barton Security extension of prices, as bid in RFP# 22436, to New York State political subdivisions and other authorized users within the State of New York.

Signature

Stephen Sacchetti VP, Business Development
Print Name Title

2/24/2012
Date

This procurement is still in the "Restricted Period". A contractor/offerer is restricted from making "contacts" from the earliest notice of intent to solicit offers through final award and approval by the Office of the State Comptroller ("Restricted Period") to other than designated OGS staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a).

Enclosed you will find two copies of this letter. Please retain one copy for your records. The second copy requires a signature and return to the contact below.

We appreciate your interest and look forward to doing business with Allied Barton Security. Please feel free to contact me at 518-474-4099 or SST_Security@ogs.ny.gov if I can be of assistance in this process.

Sincerely,

Tammy Rock

Tammy Rock
Administrative Aide
NYS Office of General Services
Strategic Sourcing Team
Corning Tower - 37th Floor
Empire State Plaza
Albany, NY 12242

Cc: File

APPENDIX B

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GENERAL

1. **APPLICABILITY** The terms and conditions set forth in this Appendix B are expressly incorporated in and applicable to the resulting procurement contracts let by the Office of General Services Procurement Services Group, or let by any other Authorized User where incorporated by reference in its Bid Documents. Captions are intended as descriptive and are not intended to limit or otherwise restrict the terms and conditions set forth herein.

2. **GOVERNING LAW** This procurement, the resulting contract and any purchase orders issued hereunder shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise, and actions or proceedings arising from the contract shall be heard in a court of competent jurisdiction in the State of New York.

3. **ETHICS COMPLIANCE** All Bidders/Contractors and their employees must comply with the requirements of Sections 73 and 74 of the Public Officers Law, other State codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the Bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

4. **CONFLICT OF TERMS** Unless otherwise set forth in the procurement or contract documents, conflicts among documents shall be resolved in the following order of precedence:

a. **Appendix A** (Standard Clauses for NYS Contracts)

b. **Mini-Bid Project Definition** if applicable and in accordance with the terms and conditions of the Back-Drop Contract.

c. **Contract and other writing(s)** setting forth the final agreements, clarifications and terms between the Bid Documents and Contractor's Bid. In the latter circumstance, clarifications must specifically note in writing what was offered by the Contractor and what was accepted by the State. If not, such clarifications shall be considered last in the order of precedence under this paragraph.

d. **Bid Documents** (Other than Appendix A).

i. Bid Specifications prepared by the Authorized User.

ii. Appendix B (General Specifications).

iii. Incorporated Contract Appendices, if any, following the order of precedence as stated for Contract above.

e. **Contractor's Bid or Mini-Bid Proposal**.

f. **Unincorporated Appendices** (if any).

5. DEFINITIONS Terms used in this Appendix B shall have the following meanings:

AFFILIATE *Any individual or other legal entity, (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) that effectively controls another company in which (a) the Bidder owns more than 50% of the ownership; or (b) any individual or other legal entity which owns more than 50% of the ownership of the Bidder. In addition, if a Bidder owns less than 50% of the ownership of another legal entity, but directs or has the right to direct such entity's daily operations, that entity will be an Affiliate.*

AGENCY OR AGENCIES The State of New York, acting by or through one or more departments, boards, commissions, offices or institutions of the State of New York.

ATTORNEY GENERAL Attorney General of the State of New York.

AUTHORIZED USER(S) Agencies, or any other entity authorized by the laws of the State of New York to participate in NYS centralized contracts (including but not limited to political subdivisions, public authorities, public benefit corporations and certain other entities set forth in law), or the State of New York acting on behalf of one or more such Agencies or other entities, provided that each such Agency or other entity shall be held solely responsible for liabilities or payments due as a result of its participation.

BID OR BID PROPOSAL An offer or proposal submitted by a Bidder to furnish a described product or a solution, perform services or means of achieving a practical end, at a stated price for the stated Contract term. As required by the Bid Documents, the Bid or proposal may be subject to modification through the solicitation by the Agency of best and final offers during the evaluation process prior to recommendation for award of the Contract.

BIDDER/OFFERER Any individual or other legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) which submits a Bid in response to a Bid Solicitation. The term Bidder shall also include the term "offeror." In the case of negotiated Contracts, "Bidder" shall refer to the "Contractor."

BID DOCUMENTS Writings by the State setting forth the scope, terms, conditions and technical specifications for a procurement of Product. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotation (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions which are incorporated by reference, including but not limited to, Appendix A (Standard Clauses for NYS Contracts), Appendix B, (General Specifications). Where these General Specifications are incorporated in negotiated Contracts that have not been competitively Bid, the term "Bid Documents" shall be deemed to refer to the terms and conditions set forth in the negotiated Contract and associated documentation.

BID SPECIFICATION A written description drafted by the Authorized User setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a commodity or construction item, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed Contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work. Where these General Specifications are incorporated in negotiated Contracts that have not been competitively Bid, the term "Bid Specifications" shall be deemed to refer to the terms and conditions set forth in the negotiated Contract and associated documentation.

COMMISSIONER Commissioner of OGS, or in the case of Bid Specifications issued by an Authorized User, the head of such Authorized User or their authorized representative.

COMPTROLLER Comptroller of the State of New York.

CONTRACT The writing(s) which contain the agreement of the Commissioner and the Bidder/Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law, and which most typically include the following classifications of public procurements:

a. Agency Specific Contracts Contracts where the specifications for a Product or a particular scope of work are described and defined to meet the needs of one or more Authorized User(s).

b. Centralized Contracts Single or multiple award Contracts where the specifications for a Product or general scope of work are described and defined by the Office of General Services to meet the needs of Authorized Users. Centralized Contracts may be awarded through multiple awards or through adoption of another jurisdiction's contract or on a sole source, single source, emergency or competitive basis. Once established, procurements may be made from the selected Contractor(s) without further competition or Mini-Bid unless otherwise required by the Bid Specifications or Contract Award Notification.

c. Back-Drop Contracts Multiple award Centralized Contracts where the Office of General Services defines the specifications for a Product or general scope of work to meet the needs of Authorized Users. Bids may be submitted either at a date and time certain or may be accepted on a continuous or periodic recruitment basis, as set forth in the Bid Specifications. Selection of a Contractor(s) from among Back-Drop contract holders for an actual Product, project or particular scope of work may subsequently be made on a single or sole source basis, or on the basis of a Mini-Bid among qualified Back-Drop contract holders, or such other method as set forth in the Bid Document.

d. Piggyback Contract A Contract let by any department, agency or instrumentality of the United States government, or any department, agency, office, political subdivision or instrumentality of any state or state(s) which is adopted and extended for use by the OGS Commissioner in accordance with the requirements of the State Finance Law.

e. Contract Letter A letter to the successful Bidder(s) indicating acceptance of its Bid in response to a solicitation. Unless otherwise specified, the issuance of a Letter of Acceptance forms a Contract but is not an order for Product, and Contractor should not take any action with respect to actual Contract deliveries except on the basis of Purchase Orders sent from Authorized User(s).

CONTRACT AWARD NOTIFICATION An announcement to Authorized Users that a Contract has been established.

CONTRACTOR Any successful Bidder(s) to whom a Contract has been awarded by the Commissioner.

DOCUMENTATION The complete set of manuals (e.g., user, installation, instruction or diagnostic manuals) in either hard or electronic copy, which are necessary to enable an Authorized User to properly test, install, operate and enjoy full use of the Product.

EMERGENCY An urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk.

ENTERPRISE The total business operations in the United States of Authorized User (s) without regard to geographic location where such operations are performed or the entity actually performing such operations on behalf of Authorized User.

ENTERPRISE LICENSE A license grant of unlimited rights to deploy, access, use and execute Product anywhere within the Enterprise up to the maximum capacity stated on the Purchase Order or in the Contract.

ERROR CORRECTIONS Machine executable software code furnished by Contractor which corrects the Product so as to conform to the applicable warranties, performance standards and/or obligations of the Contractor.

GROUP A classification of Product, services or technology which is designated by OGS.

INVITATION FOR BIDS (**IFB**) A type of Bid Document which is most typically used where requirements can be stated and award will be made based on lowest price to the responsive and responsible Bidder(s).

LICENSED SOFTWARE Software transferred upon the terms and conditions set forth in the Contract. "Licensed Software" includes error corrections, upgrades, enhancements or new releases, and any deliverables due under a maintenance or service contract (e.g., patches, fixes, PTFs, programs, code or data conversion, or custom programming).

LICENSEE One or more Authorized Users who acquire Product from Contractor by issuing a Purchase Order in accordance with the terms and conditions of the Contract; provided that, for purposes of compliance with an individual license, the term "Licensee" shall be deemed to refer separately to the individual Authorized User(s) who took receipt of and who is executing the Product, and who shall be solely responsible for performance and liabilities incurred. In the case of acquisitions by State Agencies, the Licensee shall be the State of New York.

LICENSE EFFECTIVE DATE The date Product is delivered to an Authorized User. Where a License involves Licensee's right to copy a previously licensed and delivered Master Copy of a Program, the license effective date for additional copies shall be deemed to be the date on which the Purchase Order is executed.

LICENSOR A Contractor who transfers rights in proprietary Product to Authorized Users in accordance with the rights and obligations specified in the Contract.

MINI-BID PROJECT DEFINITION A Bid Document containing project specific Bid Specifications developed by or for an Authorized User which solicits Bids from Contractors previously qualified under a Back-Drop Contract.

MULTIPLE AWARD A determination and award of a Contract in the discretion of the Commissioner to more than one responsive and responsible Bidder who meets the requirements of a specification, where the multiple award is made on the grounds set forth in the Bid Document in order to satisfy multiple factors and needs of Authorized Users (e.g., complexity of items, various manufacturers, differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, geographic location or other pertinent factors).

NEW PRODUCT RELEASES (Product Revisions) Any commercially released revisions to the licensed version of a Product as may be generally offered and available to Authorized Users. New releases involve a substantial revision of functionality from a previously released version of the Product.

OGS The New York State Office of General Services.

PROCUREMENT RECORD Documentation by the Authorized User of the decisions made and approach taken during the procurement process and during the contract term.

PRODUCT A deliverable under any Bid or Contract which may include commodities, services and/or technology. The term "Product" includes Licensed Software.

PROPRIETARY Protected by secrecy, patent, copyright or trademark against commercial competition.

PURCHASE ORDER The Authorized User's fiscal form or format that is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, electronic Purchase Order, or other authorized instrument).

REQUEST FOR PROPOSALS (RFP) A type of Bid Document that is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and where the method of award is "best value," as defined by the State Finance Law.

REQUEST FOR QUOTATION (RFQ) A type of Bid Document that can be used when a formal Bid opening is not required (e.g., discretionary, sole source, single source or emergency purchases).

RESPONSIBLE BIDDER A Bidder that is determined to have financial and organizational capacity, legal authority, satisfactory previous performance, skill, judgment and integrity, and that is found to be competent, reliable and experienced, as determined by the Commissioner. For purposes of being deemed responsible, a Bidder must also be determined to be in compliance with Sections 139-j and 139-k of the State Finance Law relative to restrictions on contacts during the procurement process and disclosure of contacts and prior findings of non-responsibility under these statutes.

RESPONSIVE BIDDER A Bidder meeting the specifications or requirements prescribed in the Bid Document or solicitation, as determined by the OGS Commissioner.

SINGLE SOURCE A procurement where two or more Bidders can supply the required Product, and the Commissioner may award the contract to one Bidder over the other.

SITE The location (street address) where Product will be executed or services delivered.

SOLE SOURCE A procurement where only one Bidder is capable of supplying the required Product.

SOURCE CODE The programming statements or instructions written and expressed in any language understandable by a human being skilled in the art which are translated by a language compiler to produce executable machine Object Code.

STATE State of New York.

SUBCONTRACTOR Any individual or other legal entity, (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) who has entered into a contract, express or implied, for the performance of a portion of a Contract with a Contractor.

TERMS OF LICENSE The terms and conditions set forth in the Contract that are in effect and applicable to a Purchase Order at the time of order placement.

VIRUS Any computer code, whether or not written or conceived by Contractor, that disrupts, disables, harms, or otherwise impedes in any manner the operation of the Product, or any other associated software, firmware, hardware, or computer system (such as local area or wide-area networks), including aesthetic disruptions or distortions, but does not include security keys or other such devices installed by Product manufacturer.

BID SUBMISSION

6. INTERNATIONAL BIDDING All offers (tenders), and all information and Product required by the solicitation or provided as explanation thereof, shall be submitted in English. All prices shall be expressed, and all payments shall be made, in United States Dollars ($US). Any offers (tenders) submitted which do not meet the above criteria will be rejected.

7. BID OPENING Bids may, as applicable, be opened publicly. The Commissioner reserves the right at any time to postpone or cancel a scheduled Bid opening.

8. BID SUBMISSION All Bids are to be packaged, sealed and submitted to the location stated in the Bid Specifications. Bidders are solely responsible for timely delivery of their Bids to the location set forth in the Bid Specifications prior to the stated Bid opening date/time.

A Bid return envelope, if provided with the Bid Specifications, should be used with the Bid sealed inside. If the Bid response does not fit into the envelope, the Bid envelope should be attached to the outside of the sealed box or package with the Bid inside. If using a commercial delivery company that requires use of their shipping package or envelope, Bidder's sealed Bid, labeled as detailed below, should be placed within the shipper's sealed envelope to ensure that the Bid is not prematurely opened.

All Bids must have a label on the outside of the package or shipping container outlining the following information:

"**BID ENCLOSED** (bold print, all capitals)

- Group Number
- IFB or RFP Number
- Bid Submission date and time"

In the event that a Bidder fails to provide such information on the return Bid envelope or shipping material, the receiving entity reserves the right to open the shipping package or envelope to determine the proper Bid number or Product group, and the date and time of Bid opening. Bidder shall have no claim against the receiving entity arising from such opening and such opening shall not affect the validity of the Bid or the procurement.

Notwithstanding the receiving agency's right to open a Bid to ascertain the foregoing information, Bidder assumes all risk of late delivery associated with the Bid not being identified, packaged or labeled in accordance with the foregoing requirements.

All Bids must be signed by a person authorized to commit the Bidder to the terms of the Bid Documents and the content of the Bid (offer).

9. FACSIMILE SUBMISSIONS Unless specifically prohibited by the terms of the Bid Specifications, facsimile Bids may be SUBMITTED AT THE SOLE OPTION AND RISK OF THE

BIDDER. Only the FAX number(s) indicated in the Bid Specifications may be used. Access to the facsimile machine(s) is on a "first come, first serve" basis, and the Commissioner bears no liability or responsibility and makes no guarantee whatsoever with respect to the Bidder's access to such equipment at any specific time. Bidders are solely responsible for submission and receipt of the entire facsimile Bid by the Authorized User prior to Bid opening and must include on the first page of the transmission the total number of pages transmitted in the facsimile, including the cover page. Incomplete, ambiguous or unreadable transmissions in whole or in part may be rejected at the sole discretion of the Commissioner. Facsimile Bids are fully governed by all conditions outlined in the Bid Documents and must be submitted on forms or in the format required in the Bid Specifications, including the executed signature page and acknowledgment.

10. AUTHENTICATION OF FACSIMILE BIDS The act of submitting a Bid by facsimile transmission, including an executed signature page or as otherwise specified in the Bid Documents, shall be deemed a confirming act by Bidder which authenticates the signing of the Bid.

11. LATE BIDS For purposes of Bid openings held and conducted by OGS, a Bid must be received in such place as may be designated in the Bid Documents or if no place is specified in the OGS Mailroom located in the Empire State Plaza, Albany, New York 12242, at or before the date and time established in the Bid Specifications for the Bid opening. For purposes of Bid openings held and conducted by Authorized Users other than OGS, the term late Bid is defined as a Bid not received in the location established in the Bid Specifications at or before the date and time specified for the Bid opening.

Any Bid received at the specified location after the time specified will be considered a late Bid. A late Bid shall not be considered for award unless: (i) no timely Bids meeting the requirements of the Bid Documents are received or, (ii) in the case of a multiple award, an insufficient number of timely Bids were received to satisfy the multiple award; and acceptance of the late Bid is in the best interests of the Authorized Users. Bids submitted for continuous or periodic recruitment contract awards must meet the submission requirements associated with their specifications. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the Authorized User shall not excuse late Bid submissions. Similar types of delays, including but not limited to, bad weather, or security procedures for parking and building admittance shall not excuse late Bid submissions. Determinations relative to Bid timeliness shall be at the sole discretion of the Commissioner.

12. BID CONTENTS Bids must be complete and legible. All Bids must be signed. All information required by the Bid Specifications must be supplied by the Bidder on the forms or in the format specified. No alteration, erasure or addition is to be made to the Bid Documents. Changes may be ignored by the Commissioner or may be grounds for rejection of the Bid. Changes, corrections and/or use of white-out in the Bid or Bidder's response portion of the Bid Document must be initialed by an authorized representative of the Bidder. Bidders are cautioned to verify their Bids before submission, as amendments to Bids or requests for withdrawal of Bids received by the Commissioner after the time specified for the Bid opening, may not be considered.

13. EXTRANEOUS TERMS Bids must conform to the terms set forth in the Bid Documents, as extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the Bid non-responsive and may result in rejection of the Bid.

Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) that are attached or referenced with submissions shall not be considered part of the Bid or resulting Contract, but shall be deemed included for informational or promotional purposes only.

Only those extraneous terms that meet all the following requirements may be considered as having been submitted as part of the Bid:

a. Each proposed extraneous term (addition, deletion, counter-offer, deviation, or modification) must be specifically enumerated in a writing which is not part of a pre-printed form; and

b. The writing must identify the particular specification requirement (if any) that Bidder rejects or proposes to modify by inclusion of the extraneous term; and

c. The Bidder shall enumerate the proposed addition, counter offer, modification or deviation from the Bid Document, and the reasons therefore.

No extraneous term(s), whether or not deemed "material," shall be incorporated into a Contract or Purchase Order unless submitted in accordance with the above and the Commissioner or Authorized User expressly accepts each such term(s) in writing. Acceptance and/or processing of the Bid shall not constitute such written acceptance of Extraneous Term(s).

14. CONFIDENTIAL/TRADE SECRET MATERIALS

a. Contractor Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission by the Bidder. Marking the Bid as "confidential" or "proprietary" on its face or in the document header or footer shall not be considered by the Commissioner or Authorized User to be sufficient without specific justification as to why disclosure of particular information in the Bid would cause substantial injury to the competitive position of the Bidder. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the Freedom of Information Law must request the exemption in writing, setting forth the reasons for the claimed exemption. Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures. Properly identified information that has been designated confidential, trade secret, or proprietary by the Bidder will not be disclosed except as may be required by the Freedom of Information Law or other applicable State and federal laws.

b. Commissioner or Authorized User Contractor further warrants, covenants and represents that any confidential information obtained by Contractor, its agents, Subcontractors, officers, distributors, resellers or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the State or any Authorized User hereunder or received from another third party, will not be divulged to any third parties. Contractor shall not be required to keep confidential any such material that is publicly available through no fault of Contractor, independently developed by Contractor without reliance on confidential information of the Authorized User, or otherwise obtained under the Freedom of Information Act or other applicable New York State laws and regulations. This warranty shall survive termination of this Contract. Contractor further agrees to take appropriate steps as to its agents,

Subcontractors, officers, distributors, resellers or employees regarding the obligations arising under this clause to insure such confidentiality.

15. RELEASE OF BID EVALUATION MATERIALS Requests concerning the evaluation of Bids may be submitted under the Freedom of Information Law. Information, other than statistical or factual tabulations or data such as the Bid Tabulation, shall only be released as required by law after Contract award. Bid Tabulations are not maintained for all procurements. Names of Bidders may be disclosed after Bid opening upon request. Written requests should be directed to the Commissioner.

16. FREEDOM OF INFORMATION LAW During the evaluation process, the content of each Bid will be held in confidence and details of any Bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. If the Bid contains any such trade secret or other confidential or proprietary information, it must be accompanied in the Bid with a written request to the Commissioner to not disclose such information. Such request must state with particularity the reasons why the information should not be available for disclosure and must be provided at the time of submission of the Bid. Notations in the header, footer or watermark of the Bid Document will not be considered sufficient to constitute a request for non-disclosure of trade secret or other confidential or proprietary information. Where a Freedom of Information request is made for trademark or other confidential or proprietary information, the Commissioner reserves the right to determine upon written notice to the Bidder whether such information qualifies for the exemption for disclosure under the law. Notwithstanding the above, where a Bid tabulation is prepared and Bids publicly opened, such Bid tabulation shall be available upon request.

17. PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS If any portion of work being Bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

a. "Public Works" and "Building Services" - Definitions

i. Public Works Labor Law Article 8 applies to contracts for public improvement in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts). The State, a public benefit corporation, a municipal corporation (including a school district), or a commission appointed by law must be a party to the Contract. The wage and hours provision applies to any work performed by Contractor or Subcontractors.

ii. Building Services Labor Law Article 9 applies to Contracts for building service work over $1,500 with a public agency, that: (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.

b. Prevailing Wage Rate Applicable to Bid Submissions A copy of the applicable prevailing wage rates to be paid or provided are annexed to the Bid Documents. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified.

c. Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.

d. Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the New York State Labor Law:

i. Posting The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over $25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the Authorized User that has prepared or directs the preparation of the plans and specifications for a public works project, as set forth in the Bid Specifications. For Mini-Bid solicitations, the payroll records must be submitted to the entity preparing the agency Mini-Bid project specification. For "agency specific" Bids, the payroll records should be submitted to the entity issuing the purchase order. For all other OGS Centralized Contracts, such records should be submitted to the individual agency issuing the purchase order(s) for the work. Upon mutual agreement of the Contractor and the Authorized User, the form of submission may be submitted in a specified disk format acceptable to the Department of Labor provided: 1) the Contractor/Subcontractor retains the original records; and, (2) an original signed letter by a duly authorized individual of the Contractor or Subcontractor attesting to the truth and accuracy of the records accompanies the disk. This provision does not apply to Article 9 of the Labor Law building services contracts.

iv. Records Retention Contractors and Subcontractors must preserve such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

Day's Labor Eight hours shall constitute a legal day's work for all classes of employees in this state except those engaged in farm and domestic service unless otherwise provided by law.

No laborers, workmen or mechanics in the employ of the Contractor, Subcontractor or other person doing or contracting to do all or part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five calendar days in any one week except in cases of extraordinary

emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the NYS Commissioner of Labor for the preservation of the Contract site or for the protection of the life and limb of the persons using the Contract site.

18. TAXES

a. Unless otherwise specified in the Bid Specifications or Contract, the quoted Bid price includes all taxes applicable to the transaction.

b. Purchases made by the State of New York and certain non-State Authorized Users are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State Sales tax exemption, either the Purchase Order issued by a State Agency or the invoice forwarded to authorize payment for such purchases will be sufficient evidence that the sale by the Contractor was made to the State, an exempt organization under Section 1116 (a) (1) of the Tax Law. Non-State Authorized Users must offer their own proof of exemption upon request. No person, firm or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Bidder/Contractor.

c. Pursuant to Revised Tax Law 5-a, Contractor will be required to furnish sales tax certification on its behalf and for its affiliates, and subcontractors for Contracts with a value greater than $100,000 in accordance with provisions of the law.

d. Purchases by Authorized Users other than the State of New York may be subject to certain taxes which were not included in the Bid price, and in those instances the tax should be computed based on the Contract price and added to the invoice submitted to such entity for payment.

19. EXPENSES PRIOR TO CONTRACT EXECUTION The Commissioner and any Authorized User(s) are not liable for any costs incurred by a Vendor, Bidder or Contractor in the preparation and production of a Bid, Mini-Bid or best and final offers or for any work performed prior to Contract execution.

20. ADVERTISING RESULTS The prior written approval of the Commissioner is required in order for results of the Bid to be used by the Contractor as part of any commercial advertising. The Contractor shall also obtain the prior written approval of the Commissioner relative to the Bid or Contract for press or other media releases.

21. PRODUCT REFERENCES

a. "**Or Equal**" In all Bid Specifications the words "or equal" are understood to apply where a copyrighted, brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Commissioner's decision as to acceptance of the Product as equal shall be final.

b. Discrepancies in References In the event of a discrepancy between the model number referenced in the Bid Specifications and the written description of the Products which cannot be reconciled, with respect to such discrepancy, then the written description shall prevail.

22. REMANUFACTURED, RECYCLED, RECYCLABLE OR RECOVERED MATERIALS Upon the conditions specified in the Bid Specifications and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled, recyclable or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements or in the Bid Specifications. Contractors are further encouraged to offer remanufactured Products to the maximum extent practicable without jeopardizing the performance or intended end use of the Product and unless such use is precluded due to health, welfare, safety requirements or by the Bid Specifications. Where such use is not practical, suitable, or permitted by the Bid Specifications, Contractor shall deliver new materials in accordance with the "Warranties" set forth below.

Items with recycled, recyclable, recovered, refurbished or remanufactured content must be identified in the Bid or Bidder will be deemed to be offering new Product.

23. PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS Bids offering Products that are manufactured or produced in public institutions will be rejected.

24. PRICING

a. Unit Pricing If required by the Bid Specifications, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places for each item unless otherwise specified, in the Bid. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Commissioner, such unit pricing is obviously erroneous.

b. Net Pricing Unless otherwise required by the Bid Specifications, prices shall be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination(s) indicated in the Bid Specifications, subject to the cash discount.

c. "No Charge" Bid When Bids are requested on a number of Products as a Group or Lot, a Bidder desiring to Bid "no charge" on a Product in the Group or Lot must clearly indicate such. Otherwise, such Bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Commissioner.

d. Educational Pricing All Products to be supplied for educational purposes that are subject to educational discounts shall be identified in the Bid and such discounts shall be made available to qualifying institutions.

e. Third Party Financing If Product acquisitions are financed through any third party financing, Contractor may be required as a condition of Contract Award to agree to the terms and conditions of a "Consent & Acknowledgment Agreement" in a form acceptable to the Commissioner.

f. Best Pricing Offer During the Contract term, if substantially the same or a smaller quantity of a Product is sold by the Contractor outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local

governmental entity, the price under this Contract, at the discretion of the Commissioner, shall be immediately reduced to the lower price.

Price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after:
(i) **GSA Changes**: Where NYS Net Prices are based on an approved GSA Schedule, the date the approved GSA Schedule pricing decreases during the Contract term; or
(ii) **Commercial Price List Reductions**: Where NYS Net Prices are based on a discount from Contractor's list prices, the date Contractor lowers its pricing to its customers generally or to similarly situated government customers during the Contract term; or
(iii) **Special Offers/Promotions Generally**: Where Contractor generally offers more advantageous special price promotions or special discount pricing to other customers during the Contract term for a similar quantity, and the maximum price or discount associated with such offer or promotion is better than the discount or Net Price otherwise available under this Contract, such better price or discount shall apply for similar quantity transactions under this Contract for the life of such general offer or promotion; and
(iv) **Special Offers/Promotions to Authorized Users**: Contractor may offer Authorized Users, under either this Contract or any other Contracting vehicle, competitive pricing which is lower than the NYS Net Price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract pursuant to the foregoing paragraph (iii).

Unless otherwise specified in the Bid Specifications, Contractor may offer lower prices or better terms (see Modification of Contract Terms) on any specific Purchase Order(s) from any Authorized User without being in conflict with, or obligation to comply on a global basis, with the terms of this clause.

g. **Best and Final Prices** As specified in the Bid Documents and Contract, a Contractor may be solicited at the time of issuance of a Purchase Order or Mini-Bid award for best and final pricing for the Product or service to be delivered to the Authorized User. Contractors are encouraged to reduce their pricing upon receipt of such request.

25. DRAWINGS
a. **Drawings Submitted With Bid** When the Bid Specifications require the Bidder to furnish drawings and/or plans, such drawings and/or plans shall conform to the mandates of the Bid Documents and shall, when approved by the Commissioner, be considered a part of the Bid and of any resulting Contract. All symbols and other representations appearing on the drawings shall be considered a part of the drawing.

b. **Drawings Submitted During the Contract Term** Where required to develop, maintain and deliver diagrams or other technical schematics regarding the scope of work, Contractor shall do so on an ongoing basis at no additional charge, and must, as a condition of payment, update drawings and plans during the Contract term to reflect additions, alterations, and deletions. Such drawings and diagrams shall be delivered to the Authorized User's representative.

c. **Accuracy of Drawings Submitted** All drawings shall be neat and professional in manner and shall be clearly labeled as to locations and type of product, connections and components. Drawings and diagrams are to be in compliance with accepted drafting standards. Acceptance or approval of such plans shall not relieve the Contractor from responsibility for design or other errors of any sort in the drawings or plans, or from its responsibility for performing as required, furnishing product, services or installation, or carrying out any other requirements of the intended scope of work.

26. SITE INSPECTION Where a site inspection is required by the Bid Specifications or Project Definition, Bidder shall be required to inspect the site, including environmental or other conditions for pre-existing deficiencies that may affect the installed Product, equipment, or environment or services to be provided and, which may affect Bidder's ability to properly deliver, install or otherwise provide the required Product. All inquiries regarding such conditions shall be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions which such inspection or inquiry might have disclosed. Bidder must provide a detailed explanation with its Bid if additional work is required under this clause in order to properly complete the delivery and installation of the required Product or provide the requested service.

27. PROCUREMENT CARD The State has entered into an agreement for purchasing card services. The Purchasing Card enables Authorized Users to make authorized purchases directly from a Contractor without processing a Purchase Orders or Purchase Authorizations. Purchasing Cards are issued to selected employees authorized to purchase for the Authorized User and having direct contact with Contractors. Cardholders can make purchases directly from any Contractor that accepts the Purchasing Card.

The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased products have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty Product in accordance with other Contract requirements, the Contractor shall immediately credit a cardholder's account for products returned as defective or faulty.

28. SAMPLES
a. **Standard Samples** Bid Specifications may indicate that the Product to be purchased must be equal to a standard sample on display in a place designated by the Commissioner and such sample will be made available to the Bidder for examination prior to the opening date. Failure by the Bidder to examine such sample shall not entitle the Bidder to any relief from the conditions imposed by the Bid Specifications.

b. **Bidder Supplied Samples** The Commissioner reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of Bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidder's name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate Bid or Contract reference.

A sample may be held by the Commissioner during the entire term of the Contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period the sample, where feasible, will be returned as instructed by the Bidder, at the Bidder's expense and risk. Where the Bidder has failed to fully instruct the Commissioner as to the return of the sample (i.e., mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

c. **Enhanced Samples** When an approved sample exceeds the minimum specifications, all Product delivered must be of the same

enhanced quality and identity as the sample. Thereafter, in the event of a Contractor's default, the Commissioner may procure a Product substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.

d. Conformance with Sample(s) Submission of a sample (whether or not such sample is tested by, or for, the Commissioner) and approval thereof shall not relieve the Contractor from full compliance with all terms and conditions, performance related and otherwise, specified in the Bid Specifications. If in the judgment of the Commissioner the sample or product submitted is not in accordance with the specifications or testing requirements prescribed in the Bid Specifications, the Commissioner may reject the Bid. If an award has been made, the Commissioner may cancel the Contract at the expense of the Contractor.

e. Testing All samples are subject to tests in the manner and place designated by the Commissioner, either prior to or after Contract award. Unless otherwise stated in the Bid Specifications, Bidder samples consumed or rendered useless by testing will not be returned to the Bidder. Testing costs for samples that fails to meet Contract requirements may be at the expense of the Contractor.

f. Requests For Samples By Authorized Users Requests for samples by Authorized Users require the consent of the Contractor. Where Contractor refuses to furnish a sample, Authorized User may, in its sole discretion, make a determination on the performance capability of the Product or on the issue in question.

BID EVALUATION

29. BID EVALUATION The Commissioner reserves the right to accept or reject any and all Bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Commissioner determines the best interests of the State will be served. The Commissioner, in his/her sole discretion, may accept or reject illegible, incomplete or vague Bids and his/her decision shall be final. A conditional or revocable Bid which clearly communicates the terms or limitations of acceptance may be considered, and Contract award may be made in compliance with the Bidder's conditional or revocable terms in the offer.

30. CONDITIONAL BID Unless the Bid Specifications provides otherwise, a Bid is not rendered non-responsive if the Bidder specifies that the award will be accepted only on all or a specified group of items or Product included in the specification. It is understood that nothing herein shall be deemed to change or alter the method of award contained in the Bid Documents.

31. CLARIFICATIONS / REVISIONS Prior to award, the Commissioner reserves the right to seek clarifications, request Bid revisions, or to request any information deemed necessary for proper evaluation of Bids from all Bidders deemed to be eligible for Contract award. Failure to provide requested information may result in rejection of the Bid.

32. PROMPT PAYMENT DISCOUNTS While prompt payment discounts will not be considered in determining the low Bid, the Commissioner may consider any prompt payment discount in resolving Bids which are otherwise tied. However, any notation indicating that the price is net, (e.g., net 30 days), shall be understood to mean only that no prompt payment discount is offered by the Bidder. The imposition of service, interest, or other charges, except pursuant to the provisions of Article 11-A of the State Finance Law, which are applicable in any case, may render the Bid non-responsive and may be cause for its rejection.

33. EQUIVALENT OR IDENTICAL BIDS In the event two offers are found to be substantially equivalent, price shall be the basis for determining the award recipient. If two or more Bidders submit substantially equivalent Bids as to pricing or other factors, the decision of the Commissioner to award a Contract to one or more of such Bidders shall be final.

34. PERFORMANCE AND RESPONSIBILITY QUALIFICATIONS The Commissioner reserves the right to investigate or inspect at any time whether or not the Product, services, qualifications or facilities offered by the Bidder/Contractor meet the requirements set forth in the Bid Specifications/Contract or as set forth during Contract negotiations. Contractor shall at all times during the Contract term remain responsible and responsive. A Bidder/Contractor must be prepared, if requested by the Commissioner, to present evidence of legal authority to do business in New York State, integrity, experience, ability, prior performance, organizational and financial capacity as well as where applicable, a statement as to supply, plant, machinery and capacity of the manufacturer or source for the production, distribution and servicing of the Product offered/Bid. If the Commissioner determines that the conditions and terms of the Bid Documents, Bid Specifications or Contract are not complied with, or that items, services or Product proposed to be furnished do not meet the specified requirements, or that the legal authority, integrity experience, ability, prior performance, organization and financial capacity or facilities are not satisfactory, the Commissioner may reject such Bid or terminate the Contract.

35. DISQUALIFICATION FOR PAST PERFORMANCE AND FINDINGS OF NON-RESPONSIBILITY Bidder may be disqualified from receiving awards if Bidder, or anyone in Bidder's employment, has previously failed to perform satisfactorily in connection with public Bidding or contracts or is deemed non-responsible.

36. QUANTITY CHANGES PRIOR TO AWARD The Commissioner reserves the right, at any time prior to the award of a specific quantity Contract, to alter in good faith the quantities listed in the Bid Specifications. In the event such right is exercised, the lowest responsible Bidder meeting Bid Specifications will be advised of the revised quantities and afforded an opportunity to extend or reduce its Bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its Bid price may result in the rejection of its Bid and the award of such Contract to the lowest responsible Bidder who accepts the revised qualifications.

37. TIMEFRAME FOR OFFERS The Commissioner reserves the right to make awards within sixty (60) days after the date of the Bid opening or such other period of time as set forth in the Bid Documents, during which period, Bids must remain firm and cannot e withdrawn. Pursuant to Section 163(9)(e) of the State Finance Law and Section 2-205 of the Uniform Commercial Code when applicable, where an award is not made within the sixty (60) day period or other time specified as set forth in the Bid Documents, the Bids shall remain firm until such later time as either a Contract is awarded or the Bidder delivers to the Commissioner written notice of the withdrawal of its Bid. Any Bid which expressly states therein that acceptance must be made within a shorter specified time, may at the sole discretion of the Commissioner, be accepted or rejected.

TERMS & CONDITIONS

38. CONTRACT CREATION / EXECUTION Except for contracts governed by Article 11-B of the State Finance Law, subject to and upon receipt of all required approvals as set forth in the Bid Specifications a Contract shall be deemed executed and created with the successful Bidder(s), upon the Commissioner's mailing or electronic communication to the address on the Bid/Contract of: (i) the final Contract Award Notice; (ii) a fully executed Contract; or (iii) a Purchase Order authorized by the Commissioner.

39. PARTICIPATION IN CENTRALIZED CONTRACTS The following shall not limit or inhibit the OGS Commissioner's authority under State Finance Law, Section 163 (10) (e) (Piggybacking):

a. Agencies All State Agencies may utilize and purchase under any state Centralized Contract let by the Commissioner, unless the Bid Documents limit purchases to specific State Agencies.

b. Non-State Agency Authorized Users Authorized Users other than State Agencies are permitted to make purchases through state Centralized Contracts where permitted by law, the Contract or the Commissioner.

c. Voluntary Extension Purchase Orders issued against a State Centralized Contract by any Authorized User not provided for in the Bid Specifications shall be honored by the Contractor at its discretion and only with the approval of the OGS Commissioner and any other approvals required by law. Contractors are encouraged to voluntarily extend service Contracts to those additional entities authorized to utilize commodity Contracts under Section 163 (3) (iv) of the State Finance Law.

d. Responsibility for Performance Participation in state Centralized Contracts by Authorized Users is permitted upon the following conditions: (i) the responsibility with regard to performance of any contractual obligation, covenant, condition or term thereunder by any Authorized User other than State Agencies shall be borne and is expressly assumed by such Authorized User and not by the State; (ii) a breach of the Contract by any particular Authorized User shall neither constitute nor be deemed a breach of the Contract as a whole which shall remain in full force and effect, and shall not affect the validity of the Contract nor the obligations of the Contractor thereunder respecting non-breaching Authorized Users, whether State or otherwise; (iii) for a breach by an Authorized User other than a State Agency, the State specifically and expressly disclaims any and all liability for such breach; and (iv) each non-state agency Authorized User and Contractor guarantees to save the State, its officers, agents and employees harmless from any liability that may be or is imposed by their failure to perform in accordance with its obligations under the Contract.

e. Contract Migration Authorized Users holding individual Contracts with a Contractor at the time that Contractor is awarded a Centralized Contract for the same Products or services shall be permitted to migrate to that Centralized Contract effective with its commencement date. Such migration shall not operate to diminish, alter or eliminate any right that the Authorized User otherwise had under the terms and conditions of their individual Contract.

40. MODIFICATION OF CONTRACT TERMS The terms and conditions set forth in the Contract shall govern all transactions by Authorized User(s) under this Contract. The Contract may only be modified or amended upon mutual written agreement of the Commissioner and Contractor.

The Contractor may, however, offer Authorized User(s) more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to the Authorized User(s) and Commissioner by the Contractor at the time of such offer.

Other than where such terms are more advantageous for the Authorized User(s) than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against Authorized User(s) unless authorized by the Commissioner or specified in the Contract Award Notification. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, purchase orders or other documents forwarded by the Contractor for payment, notwithstanding Authorized User's subsequent acceptance of Product, or that Authorized User has subsequently processed such document for approval or payment.

41. SCOPE CHANGES The Commissioner reserves the right, unilaterally, to require, by written order, changes by altering, adding to or deducting from the Bid Specifications, such changes to be within the general scope of the Contract. The Commissioner may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the consent of the Contractor, which consent shall not be unreasonably withheld.

42. ESTIMATED / SPECIFIC QUANTITY CONTRACTS Estimated quantity contracts are expressly agreed and understood to be made for only the quantities, if any, actually ordered during the Contract term. No guarantee of any quantity(s) is implied or given. Purchases by Authorized Users from Contracts for services and technology are voluntary.

With respect to any specific quantity stated in the contract, the Commissioner reserves the right after award to order up to 20% more or less (rounded to the next highest whole number) than the specific quantities called for in the Contract. Notwithstanding the foregoing, the Commissioner may purchase greater or lesser percentages of Contract quantities should the Commissioner and Contractor so agree. Such agreement may include an equitable price adjustment.

43. EMERGENCY CONTRACTS In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or the Commissioner determines pursuant to his/her authority under Section 163 (10) (b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of Product, the Commissioner reserves the right to obtain such Product from any source, including but not limited to this Contract(s), as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for Product procured from other sources pursuant to this paragraph. The reasons underlying the finding that an emergency exists shall be included in the procurement record.

44. PURCHASE ORDERS Unless otherwise authorized in writing by the Commissioner, no Product is to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Authorized User. Unless terminated or cancelled pursuant to the authority vested in the Commissioner, Purchase Orders shall be effective and binding upon the Contractor when placed in the mail or

electronically transmitted prior to the termination of the contract period, addressed to the Contractor at the address for receipt of orders set forth in the Contract or in the Contract Award Notification.

All Purchase Orders issued pursuant to Contracts let by the Commissioner must bear the appropriate Contract number and, if necessary, required State approvals. As deemed necessary, the Authorized User may confirm pricing and other Product information with the Contractor prior to placement of the Purchase Order. The State reserves the right to require any other information from the Contractor which the State deems necessary in order to complete any Purchase Order placed under the Contract. Unless otherwise specified, all Purchase Orders against Centralized Contracts will be placed by Authorized Users directly with the Contractor and any discrepancy between the terms stated on the vendor's order form, confirmation or acknowledgment, and the Contract terms shall be resolved in favor of the terms most favorable to the Authorized User. Should an Authorized User add written terms and conditions to the Purchase Order that conflict with the terms and conditions of the Contract, the Contractor has the option of rejecting the Purchase Order within five business days of its receipt but shall first attempt to negotiate the additional written terms and conditions in good faith with the Authorized User, or fulfill the Purchase Order. Notwithstanding the above, the Authorized User reserves the right to dispute any discrepancies arising from the presentation of additional terms and conditions with the Contractor.

If, with respect to an Agency Specific Contract let by the OGS Commissioner, a Purchase Order is not received by the Contractor within two weeks after the issuance of a Contract Award Notification, it is the responsibility of the Contractor to request in writing that the appropriate Authorized User forward a Purchase Order. If, thereafter, a Purchase Order is not received within a reasonable period of time, the Contractor shall promptly notify in writing the appropriate purchasing officer in OGS. Failure to timely notify such officer may, in the discretion of the OGS Commissioner and without cost to the State, result in the cancellation of such requirement by the OGS Commissioner with a corresponding reduction in the Contract quantity and price.

45. PRODUCT DELIVERY Delivery must be made as ordered to the address specified on the Purchase Order and in accordance with the terms of the Contract or Contract Award Notice. Unless otherwise specified in the Bid Documents, delivery shall be made within thirty calendar days after receipt of a Purchase Order by the Contractor. The decision of the Commissioner as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Commissioner and the Authorized User, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be requested in writing by the Contractor and approved in writing by the Authorized User. Failure to meet such delivery time schedule may be grounds for cancellation of the order or, in the Commissioner's discretion, the Contract.

46. WEEKEND AND HOLIDAY DELIVERIES Unless otherwise specified in the Bid Specifications or by an Authorized User, deliveries will be scheduled for ordinary business hours, Monday through Friday (excluding legal holidays observed by the State of New York). Deliveries may be scheduled by mutual agreement for Saturdays, Sundays or legal holidays observed by the State of New York where the Product is for daily consumption, an emergency exists, the delivery is a replacement, delivery is late, or other reasonable circumstance in which event the convenience of the Authorized User shall govern.

47. SHIPPING/RECEIPT OF PRODUCT

a. Packaging Tangible Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without any extra charges for packing materials, cases or other types of containers. The container shall become and remain the property of the Authorized User unless otherwise specified in the Contract documents.

b. Shipping Charges Unless otherwise stated in the Bid Specifications, all deliveries shall be deemed to be freight on board (F.O.B.) destination tailgate delivery at the dock of the Authorized User. Unless otherwise agreed, items purchased at a price F.O.B. Shipping point plus transportation charges shall not relieve the Contractor from responsibility for safe and proper delivery notwithstanding the Authorized User's payment of transportation charges. Contractor shall be responsible for ensuring that the Bill of Lading states "charges prepaid" for all shipments.

c. Receipt of Product The Contractor shall be solely responsible for assuring that deliveries are made to personnel authorized to accept delivery on behalf of the Authorized User. Any losses resulting from the Contractor's failure to deliver Product to authorized personnel shall be borne exclusively by the Contractor.

48. TITLE AND RISK OF LOSS Notwithstanding the form of shipment, title or other property interest, risk of loss shall not pass from the Contractor to the Authorized User until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Bid Specifications or Purchase Order. Mere acknowledgment by Authorized User personnel of the delivery or receipt of goods (e.g., signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product that is substandard or does not comply with the Bid Specifications or Contract terms and conditions, may be rejected or accepted on an adjusted price basis, as determined by the Commissioner.

49. RE-WEIGHING PRODUCT Deliveries are subject to re-weighing at the point of destination by the Authorized User. If shrinkage occurs which exceeds that normally allowable in the trade, the Authorized User shall have the option to require delivery of the difference in quantity or to reduce the payment accordingly. Such option shall be exercised in writing by the Authorized User.

50. PRODUCT SUBSTITUTION In the event a specified manufacturer's Product listed in the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Savings/Force Majeure Clause) a Product deemed in writing by the Commissioner to be equal to or better than the specified Product must be substituted by the Contractor at no additional cost or expense to the Authorized User. Unless otherwise specified, any substitution of Product prior to the Commissioner's written approval may be cause for cancellation of Contract.

51. REJECTED PRODUCT When Product is rejected, it must be removed by the Contractor from the premises of the Authorized User within ten calendar days of notification of rejection by the Authorized User. Upon notification of rejection, risk of loss of rejected or non-conforming Product shall remain with Contractor. Rejected items not removed by the Contractor within ten calendar days of notification

shall be regarded as abandoned by the Contractor, and the Authorized User shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Authorized User for any and all costs and expenses incurred in storage or effecting removal or disposition after the ten-calendar day period.

52. INSTALLATION Where installation is required, Contractor shall be responsible for placing and installing the Product in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects that would mar the appearance of the Product or render it structurally unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or place the Product in the proper location. The Contractor shall protect the site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents. If any alteration, dismantling or excavation, etc. is required to effect installation, the Contractor shall thereafter promptly restore the structure or site. Work shall be performed to cause the least inconvenience to the Authorized User(s) and with proper consideration for the rights of other Contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other Contractors. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.

53. REPAIRED OR REPLACED PARTS / COMPONENTS Where the Contractor is required to repair, replace or substitute Product or parts or components of the Product under the Contract, the repaired, replaced or substituted Products shall be subject to all terms and conditions for new parts and components set forth in the Contract including Warranties, as set forth in the Additional Warranties Clause herein. Replaced or repaired Product or parts and components of such Product shall be new and shall, if available, be replaced by the original manufacturer's component or part. Remanufactured parts or components meeting new Product standards may be permitted by the Commissioner or Authorized User. Before installation, all proposed substitutes for the original manufacturer's installed parts or components must be approved by the Authorized User. The part or component shall be equal to or of better quality than the original part or component being replaced.

54. ON-SITE STORAGE With the written approval of the Authorized User, materials, equipment or supplies may be stored at the Authorized User's site at the Contractor's sole risk.

55. EMPLOYEES, SUBCONTRACTORS & AGENTS All employees, Subcontractors or agents performing work under the Contract must be trained staff or technicians who meet or exceed the professional, technical and training qualifications set forth in the Bid Specifications or the Bid Documents, whichever is more restrictive, and must comply with all security and administrative requirements of the Authorized User. The Commissioner reserves the right to conduct a security background check or otherwise approve any employee, Subcontractor or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause based on, including but not limited to, professional, technical or training qualifications, quality of work or change in security status or non-compliance with Authorized User's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract terms. The Commissioner reserves the right to reject and/or bar from the facility for cause any employee, Subcontractor, or agents of the Contractor.

56. ASSIGNMENT The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract to any other person, company, firm or corporation in performance of the contract without the prior written consent of the Commissioner or Authorized User (as applicable). Failure to obtain consent to assignment from the Authorized User shall revoke and annul such Contract. Notwithstanding the foregoing, the State shall not hinder, prevent or affect assignment of money by a Contractor for the benefit of its creditors. Prior to a consent to assignment of monies becoming effective, the Contractor shall file a written notice of such monies assignment(s) with the Comptroller. Prior to a consent to assignment of a Contract, or portion thereof, becoming effective, the Contractor shall submit the request to assignment to the Commissioner and seek written agreement from the Commissioner which will be filed with the Comptroller. The Commissioner reserves the right to reject any proposed assignee in his/her discretion.

Upon notice to the Contractor, the Contract may be assigned without the consent of the Contractor to another State Agency or subdivision of the State pursuant to a governmental reorganization or assignment of functions under which the functions are transferred to a successor Agency or to another Agency that assumes OGS responsibilities for the Contract.

57. SUBCONTRACTORS AND SUPPLIERS The Commissioner reserves the right to reject any proposed Subcontractor or supplier for bona fide business reasons, which may include, but are not limited to: they are on the Department of Labor's list of companies with which New York State cannot do business; the Commissioner determines that the company is not qualified; the Commissioner determines that the company is not responsible; the company has previously provided unsatisfactory work or services; the company failed to solicit minority and women's business enterprises (M/WBE) Bidders as required by prior Contracts.

58. PERFORMANCE / BID BOND The Commissioner reserves the right to require a Bidder or Contractor to furnish without additional cost, a performance, payment or Bid bond or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract. Where required, such bond or other security shall be in the form prescribed by the Commissioner.

59. SUSPENSION OF WORK The Commissioner, in his/her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, in the best interests of the Authorized User. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze or reduction on State spending, declaration of emergency, contract compliance issues or other such circumstances. Upon issuance of such notice, the Contractor is not to accept any Purchase Orders, and shall comply with the suspension order. Activity may resume at such time as the Commissioner issues a formal written notice authorizing a resumption of performance under the Contract.

An Authorized User may issue a formal written notice for the suspension of work for which it has engaged the Contractor for reasons specified in the above paragraph. The written notice shall set forth the reason for such suspension and a copy of the written notice shall be provided to the Commissioner.

60. TERMINATION

a. For Cause: For a material breach that remains uncured for more than thirty (30) days or other specified period after written notice to the Contractor, the Contract or Purchase Order may be terminated by the Commissioner or Authorized User at the Contractor's expense where

Contractor becomes unable or incapable of performing, or meeting any requirements or qualifications set forth in the Contract, or for non-performance, or upon a determination that Contractor is non-responsible. Such termination shall be upon written notice to the Contractor. In such event, the Commissioner or Authorized User may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

b. For Convenience: By written notice, this Contract may be terminated at any time by the State for convenience upon sixty (60) days written notice or other specified period without penalty or other early termination charges due. Such termination of the Contract shall not affect any project or Purchase Order that has been issued under the Contract prior to the date of such termination. If the Contract is terminated pursuant to this subdivision, the Authorized User shall remain liable for all accrued but unpaid charges incurred through the date of the termination. Contractor shall use due diligence and provide any outstanding deliverables.

c. For Violation of the Sections 139-j and 139-k of the State Finance Law: The Commissioner reserves the right to terminate the Contract in the event it is found that the certification filed by the Bidder in accordance with Section 139-k of the State Finance Law was intentionally false or intentionally incomplete. Upon such finding, the Commissioner may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

d. For Violation of Revised Tax Law 5a: The Commissioner reserves the right to terminate the contract in the event it is found that the certification filed by the Contractor in accordance with §5-a of the Tax Law is not timely filed during the term of the Contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, the Commissioner may exercise its termination right by providing written notification to the Contractor.

61. <u>SAVINGS/FORCE MAJEURE</u> A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Contractor or the Commissioner in the performance of the Contract which non- performance, by exercise of reasonable diligence, cannot be prevented. Contractor shall provide the Commissioner with written notice of any force majeure occurrence as soon as the delay is known.

Neither the Contractor nor the Commissioner shall be liable to the other for any delay in or failure of performance under the Contract due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Contractor and the Commissioner to be necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

Notwithstanding the above, at the discretion of the Commissioner where the delay or failure will significantly impair the value of the Contract to the State or to Authorized Users, the Commissioner may:

a. Accept allocated performance or deliveries from the Contractor. The Contractor, however, hereby agrees to grant preferential treatment to Authorized Users with respect to Product subjected to allocation; and/or

b. Purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the Contract quantities without penalty or liability to the State; or

c. Terminate the Contract or the portion thereof which is subject to delays, and thereby discharge any unexecuted portion of the Contract or the relative part thereof.

In addition, the Commissioner reserves the right, in his/her sole discretion, to make an equitable adjustment in the Contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (i) the volatility is due to causes outside the control of Contractor; (ii) the volatility affects the marketplace or industry, not just the particular Contract source of supply; (iii) the effect on pricing or availability of supply is substantial; and (iv) the volatility so affects Contractor's performance that continued performance of the Contract would result in a substantial loss.

62. <u>CONTRACT BILLINGS</u> Contractor and the distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billings for Authorized Users must contain all information required by the Contract and the State Comptroller. The State Comptroller shall render payment for Authorized User purchases, and such payment shall be made in accordance with ordinary State procedures and practices. Payment of Contract purchases made by Authorized Users, other than Agencies, shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User.

Submission of an invoice and payment thereof shall not preclude the Commissioner from reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.

Contractor shall provide, upon request of the Commissioner, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in the format requested by the Commissioner and in a media commercially available from the Contractor. The Commissioner may direct the Contractor to provide the information to the State Comptroller or to any Authorized User of the Contract.

63. <u>DEFAULT – AUTHORIZED USER</u>

a. Breach of Authorized User Not Breach of Centralized Contract. An Authorized User's breach shall not be deemed a breach of the Centralized Contract, rather it shall be deemed a breach of the Authorized User's performance under the terms and conditions of the Centralized Contract.

b. Failure to Make Payment. In the event a participating Authorized User fails to make payment to the Contractor for Products delivered, accepted and properly invoiced, within 60 days of such delivery and acceptance, the Contractor may, upon 10 days advance written notice to both the Commissioner and the Authorized User's purchasing official, suspend additional shipments of Product or provision of services to such entity until such time as reasonable arrangements have

been made and assurances given by such entity for current and future Contract payments.

c. Notice of Breach. Notwithstanding the foregoing, the Contractor shall, at least 10 days prior to declaring a breach of Contract by any Authorized User, by certified or registered mail, notify both the Commissioner and the purchasing official of the breaching Authorized User of the specific facts, circumstances and grounds upon which a breach will be declared.

d. It is understood, however, that if the Contractor's basis for declaring a breach is insufficient, the Contractor's declaration of breach and failure to service an Authorized User shall constitute a breach of its Contract and the Authorized User may thereafter seek any remedy available at law or equity.

64. INTEREST ON LATE PAYMENTS

a. State Agencies The payment of interest on certain payments due and owed by Agency may be made in accordance with Article 11-A of the State Finance Law (SFL §179-d et. Seq.) and Title 2 of the New York Code of Rules and Regulations, Part 18 (Implementation of Prompt Payment Legislation -2 NYCRR §18.1 et seq.).

b. By Non-State Agencies The terms of Article 11-A apply only to procurements by and the consequent payment obligations of Agencies. Neither expressly nor by any implication is the statute applicable to Non-State Authorized Users. Neither OGS nor the State Comptroller is responsible for payments on any purchases made by a Non-State Agency Authorized User.

c. By Contractor Should the Contractor be liable for any payments to the State hereunder, interest, late payment charges and collection fee charges will be determined and assessed pursuant to Section 18 of the State Finance Law.

65. REMEDIES FOR BREACH It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law:

a. Cover/Substitute Performance In the event of Contractor's material breach, the Commissioner may, with or without formally Bidding: (i) Purchase from other sources; or (ii) If the Commissioner is unsuccessful after making reasonable attempts, under the circumstances then existing, to timely obtain acceptable service or acquire replacement Product of equal or comparable quality, the Commissioner may acquire acceptable replacement Product of lesser or greater quality.

Such purchases may, in the discretion of the Commissioner, be deducted from the Contract quantity and payments due Contractor.

b. Withhold Payment In any case where a question of non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Commissioner. Should the amount withheld be finally paid, a cash discount originally offered may be taken as if no delay in payment had occurred.

c. Bankruptcy In the event that the Contractor files a petition under the U.S. Bankruptcy Code during the term of this Centralized Contract, Authorized Users may, at their discretion, make application to exercise its right to set-off against monies due the Debtor or, under the Doctrine of Recoupment, credit the Authorized User the amounts owed by the Contractor arising out of the same transactions.

d. Reimbursement of Costs Incurred The Contractor agrees to reimburse the Authorized User promptly for any and all additional costs and expenses incurred for acquiring acceptable services, and/or replacement Product. Should the cost of cover be less than the Contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses expended or incurred by the Authorized User in connection therewith, including reasonable attorney's fees, shall be paid by the Contractor.

Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the Contract, the ordering Authorized User may rent substitute equipment temporarily. Any sums expended for such rental shall, upon demand, be reimbursed to the Authorized User promptly by the Contractor or deducted by the Authorized User from payments due or to become due the Contractor on the same or another transaction.

e. Deduction/Credit Sums due as a result of these remedies may be deducted or offset by the Authorized User from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the Authorized User the amount of such claim or portion of the claim still outstanding, on demand. The Commissioner reserves the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc., which arise from the administration of the Contract.

66. ASSIGNMENT OF CLAIM Contractor hereby assigns to the State any and all its claims for overcharges associated with this Contract which may arise under the antitrust laws of the United States, 15 USC Section 1, et. seq. and the antitrust laws of the State of New York, General Business Law Section 340, et. seq.

67. TOXIC SUBSTANCES Each Contractor furnishing a toxic substance as defined by Section 875 of the Labor Law, shall provide such Authorized User with not less than two copies of a material safety data sheet, which sheet shall include for each such substance the information outlined in Section 876 of the Labor Law.

Before any chemical product is used or applied on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the Authorized User agency representative.

68. INDEPENDENT CONTRACTOR It is understood and agreed that the legal status of the Contractor, its agents, officers and employees under this Contract is that of an independent Contractor, and in no manner shall they be deemed employees of the Authorized User, and therefore are not entitled to any of the benefits associated with such employment. The Contractor agrees, during the term of this Contract, to maintain at Contractor's expense those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance for its employees, including worker's compensation, disability and unemployment insurance, and to provide the Authorized User with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state and local taxes, and all FICA contributions.

69. SECURITY Contractor warrants, covenants and represents that it will comply fully with all security procedures of the Authorized User(s) in performance of the Contract including but not limited to physical, facility, documentary and cyber security rules, procedures and protocols.

70. COOPERATION WITH THIRD PARTIES The Contractor shall be responsible for fully cooperating with any third party, including but not limited to other Contractors or Subcontractors of the Authorized User, as necessary to ensure delivery of Product or coordination of performance of services.

71. CONTRACT TERM - RENEWAL In addition to any stated renewal periods in the Contract, any Contract or unit portion thereof let by the Commissioner may be extended by the Commissioner for an additional period(s) of up to one year with the written concurrence of the Contractor and Comptroller. Such extension may be exercised on a month to month basis or in other stated periods of time during the one year extension.

72. ADDITIONAL WARRANTIES Where Contractor, product manufacturer or service provider generally offers additional or more advantageous warranties than set forth below, Contractor shall offer or pass through any such warranties to Authorized Users. Contractor hereby warrants and represents:

a. Product Performance Contractor warrants and represents that Products delivered pursuant to this Contract conform to the manufacturer's specifications, performance standards and documentation, and the documentation fully describes the proper procedure for using the Products.

b. Title and Ownership Warranty Contractor warrants, represents and conveys (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver perpetual license rights to any Products transferred to Authorized User under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor fully indemnifies the Authorized User for any loss, damages or actions arising from a breach of said warranty without limitation.

c. Contractor Compliance Contractor represents and warrants to pay, at its sole expense, for all applicable permits, licenses, tariffs, tolls and fees to give all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Commissioner that it meets or exceeds all requirements of the Bid/Contract and any applicable laws, including but not limited to, permits, insurance coverage, licensing, proof of coverage for worker's compensation, and shall provide such proof as required by the Commissioner. Failure to do so may constitute grounds for the Commissioner to cancel or suspend this Contract, in whole or in part, or to take any other action deemed necessary by the Commissioner.

d. Product Warranty Unless recycled or recovered materials are available in accordance with the "Recycled or Recovered Materials" clause, Product offered shall be standard new equipment, current model or most recent release of regular stock product with all parts regularly used with the type of equipment offered; and no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice.

Contractor further warrants and represents that components or deliverables specified and furnished by or through Contractor shall individually, and where specified and furnished as a system, be substantially uninterrupted or error-free in operation and guaranteed against faulty material and workmanship for the warranty period, or for a minimum of one (1) year from the date of acceptance, whichever is longer ("Project warranty period"). During the Project warranty period, defects in the materials or workmanship of components or deliverables specified and furnished by or through Contractor shall be repaired or replaced by Contractor at no cost or expense to the Authorized User. Contractor shall extend the Project warranty period for individual component(s), or for the System as a whole, as applicable, by the cumulative period(s) of time, after notification, during which an individual component or the System requires servicing or replacement (down time) or is in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees ("extended warranty").

Where Contractor, the Independent Software Vendor "ISV," or other third party manufacturer markets any Project Deliverable delivered by or through Contractor with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Contractor from, Contractor's warranty obligations during the project warranty and extended warranty period(s). Where such standard commercial warranty covers all or some of the Project warranty or extended warranty period(s), Contractor shall be responsible for the coordination during the Project warranty or extended warranty period(s) with ISV or other third party manufacturer(s) for warranty repair or replacement of ISV or other third party manufacturer's Product.

Where Contractor, ISV or other third party manufacturer markets any Project Deliverable with a standard commercial warranty which goes beyond the Project warranty or extended warranty period(s), Contractor shall notify the Authorized User and pass through the manufacturer's standard commercial warranty to Authorized User at no additional charge; provided, however, that Contractor shall not be responsible for coordinating services under the third party extended warranty after expiration of the Project warranty and extended warranty period(s).

e. Replacement Parts Warranty If during the regular or extended warranty period's faults develop, the Contractor shall promptly repair or, upon demand, replace the defective unit or component part affected. All costs for labor and material and transportation incurred to repair or replace defective Product during the warranty period shall be borne solely by the Contractor, and the State or Authorized User shall in no event be liable or responsible therefor.

Any part of component replaced by the Contractor under the Contract warranty shall be replaced at no cost to the Authorized User and guaranteed for the greater of: a) the warranty period under paragraph (d) above; or b) if a separate warranty for that part or component is generally offered by the manufacturer, the standard commercial warranty period offered by the manufacturer for the individual part or component.

f. Virus Warranty The Contractor represents and warrants that Licensed Software contains no known viruses. Contractor is not responsible for viruses introduced at Licensee's site.

g. Date/Time Warranty Contractor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g., billing, invoicing, claim processing),

Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

This Date/Time Warranty shall survive beyond termination or expiration of this contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

h. Workmanship Warranty Contract warrants that all components or deliverables specified and furnished by or through Contractor under the Project Definition/Work Order meet the completion criteria set forth in the Project Definition/Work Order and any subsequent statement(s) of work, and that services will be provided in a workmanlike manner in accordance with industry standards.

i. Survival of Warranties All warranties contained in this Contract shall survive the termination of this Contract.

73. LEGAL COMPLIANCE Contractor represents and warrants that it shall secure all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Commissioner that it meets or exceeds all requirements of the Bid and Contract and any applicable laws, including but not limited to, permits, licensing, and shall provide such proof as required by the Commissioner. Failure to comply or failure to provide proof may constitute grounds for the Commissioner to cancel or suspend the Contract, in whole or in part, or to take any other action deemed necessary by the Commissioner. Contractor also agrees to disclose information and provide affirmations and certifications to comply with Sections 139-j and 139-k of the State Finance Law.

74. INDEMNIFICATION Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully indemnify and save harmless the Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Authorized Users.

75. INDEMNIFICATION RELATING TO THIRD PARTY RIGHTS The Contractor will also indemnify and hold the Authorized Users harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs that may be finally assessed against the Authorized Users in any action for infringement of a United States Letter Patent, or of any copyright, trademark, trade secret or other third party proprietary right except to the extent such claims arise from the Authorized Users gross negligence or willful misconduct, provided that the State shall give Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor.

If usage shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion to take action in the following order of precedence: (i) to procure for the Authorized User the right to continue Usage (ii) to modify the service or Product so that Usage becomes non-infringing, and is of at least equal quality and performance; or (iii) to replace said service or Product or part(s) thereof, as applicable, with non-infringing service or Product of at least equal quality and performance. If the above remedies are not available, the parties shall terminate the Contract, in whole or in part as necessary and applicable, provided the Authorized User is given a refund for any amounts paid for the period during which Usage was not feasible.

The foregoing provisions as to protection from third party rights shall not apply to any infringement occasioned by modification by the Authorized User of any Product without Contractor's approval.

In the event that an action at law or in equity is commenced against the Authorized User arising out of a claim that the Authorized User's use of the service or Product under the Contract infringes any patent, copyright or proprietary right, and Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract. Contractor shall in such event protect the interests of the Authorized User and secure a continuance to permit the Authorized User to appear and defend its interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the Authorized User may have. This constitutes the Authorized User's sole and exclusive remedy for patent infringement, or for infringement of any other third party proprietary right.

76. LIMITATION OF LIABILITY Except as otherwise set forth in the Indemnification Paragraphs above, the limit of liability shall be as follows:

a. Contractor's liability for any claim, loss or liability arising out of, or connected with the Products and services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Products and services, or parts thereof forming the basis of the Authorized User's claim, (said amount not to exceed a total of twelve (12) months charges payable under the applicable Purchase Order) or (ii) one million dollars ($1,000,000), whichever is greater.

b. The Authorized User may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Authorized User unless Contractor at the time of the presentation of claim shall demonstrate to the Authorized User's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.

c. Notwithstanding the above, neither the Contractor nor the Authorized User shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly

from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Authorized User, the Contractor, or by others.

77. INSURANCE Contractor shall secure and maintain insurance coverage as specified in the Bid Documents and shall promptly provide documentation of specified coverages to the Authorized User. If specified, the Contractor may be required to add the Authorized User as an additional insured.

THE FOLLOWING CLAUSES PERTAIN TO TECHNOLOGY & NEGOTIATED CONTRACTS

78. SOFTWARE LICENSE GRANT Where Product is acquired on a licensed basis the following shall constitute the license grant:

a. License Scope Licensee is granted a non-exclusive, perpetual license to use, execute, reproduce, display, perform, or merge the Product within its business enterprise in the United States up to the maximum licensed capacity stated on the Purchase Order. Product may be accessed, used, executed, reproduced, displayed or performed up to the capacity measured by the applicable licensing unit stated on the Purchase Order (i.e., payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation). Licensee shall have the right to use and distribute modifications or customizations of the Product to and for use by any Authorized Users otherwise licensed to use the Product, provided that any modifications, however extensive, shall not diminish Licensor's proprietary title or interest. No license, right or interest in any trademark, trade name, or service mark is granted hereunder.

b. License Term The license term shall commence upon the License Effective Date, provided, however, that where an acceptance or trial period applies to the Product, the License Term shall be extended by the time period for testing, acceptance or trial.

c. Licensed Documentation If commercially available, Licensee shall have the option to require the Contractor to deliver, at Contractor's expense: (i) one (1) hard copy and one (1) master electronic copy of the Documentation in a mutually agreeable format; (ii) based on hard copy instructions for access by downloading from the Internet (iii) hard copies of the Product Documentation by type of license in the following amounts, unless otherwise mutually agreed:

- Individual/Named User License - one (1) copy per License
- Concurrent Users - 10 copies per site
- Processing Capacity - 10 copies per site

Software media must be in a format specified by the Authorized User, without requiring any type of conversion.

Contractor hereby grants to Licensee a perpetual license right to make, reproduce (including downloading electronic copies of the Product) and distribute, either electronically or otherwise, copies of Product Documentation as necessary to enjoy full use of the Product in accordance with the terms of license.

d. Product Technical Support & Maintenance Licensee shall have the option of electing the Product technical support and maintenance ("maintenance") set forth in the Contract by giving written notice to Contractor any time during the Centralized Contract term. Maintenance term(s) and any renewal(s) thereof are independent of the expiration of the Centralized Contract term and will not automatically renew.

Maintenance shall include, at a minimum, (i) the provision of error corrections, updates, revisions, fixes, upgrade and new releases to Licensee, and (ii) Help Desk assistance with locally accessible "800" or toll free, local telephone service, or alternatively on-line Help Desk accessibility. Contractor shall maintain the Products so as to provide Licensee with the ability to utilize the Products in accordance with the Product documentation without significant functional downtime to its ongoing business operations during the maintenance term.

Authorized User shall not be required to purchase maintenance for use of Product, and may discontinue maintenance at the end of any current maintenance term upon notice to Contractor. In the event that Authorized User does not initially acquire or discontinues maintenance of licensed Product, it may, at any time thereafter, reinstate maintenance for Product without any additional penalties or other charges, by paying Contractor the amount which would have been due under the Contract for the period of time that such maintenance had lapsed, at then current NYS net maintenance rates.

e. Permitted License Transfers As Licensee's business operations may be altered, expanded or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated site not originally specified in the license, including transfers between Agencies ("permitted license transfers"). Licensee(s) do not have to obtain the approval of Contractor for permitted license transfers, but must give thirty (30) days prior written notice to Contractor of such move(s) and certify in writing that the Product is not in use at the prior site. There shall be no additional license or other transfer fees due Contractor, provided that: i) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred site (e.g., named users, seats, or MIPS); or ii) if the maximum capacity of the consolidated machine is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system so as to restrict use and access to the Product to that unit of licensed capacity solely dedicated to beneficial use for Licensee. In the event that the maximum capacity of the consolidated machine is greater than the combined individual license capacity of all licenses running at the consolidated or transferred site, and a logical or physical partition or other means of restricting use is not available, the fees due Contractor shall not exceed the fees otherwise payable for a single license for the upgrade capacity.

f. Restricted Use By Outsourcers / Facilities Management, Service Bureaus / or Other Third Parties Outsourcers, facilities management or service bureaus retained by Licensee shall have the right to use the Product to maintain Licensee's business operations, including data processing, for the time period that they are engaged in such activities, provided that: 1) Licensee gives notice to Contractor of such party, site of intended use of the Product, and means of access; and 2) such party has executed, or agrees to execute, the Product manufacturer's standard nondisclosure or restricted use agreement which executed agreement shall be accepted by the Contractor ("Non-Disclosure Agreement"); and 3) if such party is engaged in the business of facility management, outsourcing, service bureau or other services, such third party will maintain a logical or physical partition within its computer system so as to restrict use and access to the program to that portion solely dedicated to beneficial use for Licensee. In no event shall Licensee assume any liability for third party's compliance with the terms of the Non-Disclosure Agreement, nor shall the Non-Disclosure Agreement create or impose any liabilities on the State or Licensee.

Any third party with whom a Licensee has a relationship for a state function or business operation, shall have the temporary right to use Product (e.g., JAVA Applets), provided that such use shall be limited to the time period during which the third party is using the Product for the function or business activity.

g. Archival Back-Up and Disaster Recovery Licensee may use and copy the Product and related Documentation in connection with: i) reproducing a reasonable number of copies of the Product for archival backup and disaster recovery procedures in the event of destruction or corruption of the Product or disasters or emergencies which require Licensee to restore backup(s) or to initiate disaster recovery procedures for its platform or operating systems; ii) reproducing a reasonable number of copies of the Product and related Documentation for cold site storage. "Cold Site" storage shall be defined as a restorable back-up copy of the Product not to be installed until and after the declaration by the Licensee of a disaster; iii) reproducing a back-up copy of the Product to run for a reasonable period of time in conjunction with a documented consolidation or transfer otherwise allowed herein. "Disaster Recovery" shall be defined as the installation and storage of Product in ready-to-execute, back-up computer systems prior to disaster or breakdown which is not used for active production or development.

h. Confidentiality Restrictions The Product is a trade secret, copyrighted and proprietary product. Licensee and its employees will keep the Product strictly confidential, and Licensee will not disclose or otherwise distribute or reproduce any Product to anyone other than as authorized under the terms of Contract. Licensee will not remove or destroy any proprietary markings of Contractor.

i. Restricted Use by Licensee Except as expressly authorized by the terms of license, Licensee shall not:

(i) Copy the Product;

(ii) Cause or permit reverse compilation or reverse assembly of all or any portion of the Product;

(iii) Export the Licensed Software in violation of any U.S. Department of Commerce export administration regulations.

79. PRODUCT ACCEPTANCE Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, Authorized User(s) shall have thirty (30) days from the date of delivery to accept hardware products and sixty (60) days from the date of delivery to accept all other Product. Where the Contractor is responsible for installation, acceptance shall be from completion of installation. Failure to provide notice of acceptance or rejection or a deficiency statement to the Contractor by the end of the period provided for under this clause constitutes acceptance by the Authorized User(s) as of the expiration of that period. The License Term shall be extended by the time periods allowed for trial use, testing and acceptance unless the Commissioner or Authorized User agrees to accept the Product at completion of trial use.

Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, Authorized User shall have the option to run testing on the Product prior to acceptance, such tests and data sets to be specified by User. Where using its own data or tests, Authorized User must have the tests or representative set of data available upon delivery. This demonstration will take the form of a documented installation test, capable of observation by the Authorized User, and shall be made part of the Contractor's standard documentation. The test data shall remain accessible to the Authorized User after completion of the test.

In the event that the documented installation test cannot be completed successfully within the specified acceptance period, and the Contractor or Product is responsible for the delay, Authorized User shall have the option to cancel the order in whole or in part, or to extend the testing period for an additional thirty (30) day increment. Authorized User shall notify Contractor of acceptance upon successful completion of the documented installation test. Such cancellation shall not give rise to any cause of action against the Authorized User for damages, loss of profits, expenses, or other remuneration of any kind.

If the Authorized User elects to provide a deficiency statement specifying how the Product fails to meet the specifications within the testing period, Contractor shall have thirty (30) days to correct the deficiency, and the Authorized User shall have an additional sixty (60) days to evaluate the Product as provided herein. If the Product does not meet the specifications at the end of the extended testing period, Authorized User, upon prior written notice to Contractor, may then reject the Product and return all defective Product to Contractor, and Contractor shall refund any monies paid by the Authorized User to Contractor therefor. Costs and liabilities associated with a failure of the Product to perform in accordance with the functionality tests or product specifications during the acceptance period shall be borne fully by Contractor to the extent that said costs or liabilities shall not have been caused by negligent or willful acts or omissions of the Authorized User's agents or employees. Said costs shall be limited to the amounts set forth in the Limitation of Liability Clause for any liability for costs incurred at the direction or recommendation of Contractor.

80. AUDIT OF LICENSED PRODUCT USAGE Contractor shall have the right to periodically audit, no more than annually, at Contractor's expense, use of licensed Product at any site where a copy of the Product resides provided that: (i) Contractor gives Licensee(s) at least thirty (30) days advance written notice, (ii) such audit is conducted during such party's normal business hours, (iii) the audit is conducted by an independent auditor chosen on mutual agreement of the parties. Contractor shall recommend a minimum of three (3) auditing/accounting firms from which the Licensee will select one (1). In no case shall the Business Software Alliance (BSA), Software Publishers Association (SPA), Software and Industry Information Association (SIIA) or Federation Against Software Theft (FAST) be used directly or indirectly to conduct audits, or be recommended by Contractor; (iv) Contractor and Licensee are each entitled to designate a representative who shall be entitled to participate, and who shall mutually agree on audit format, and simultaneously review all information obtained by the audit. Such representatives also shall be entitled to copies of all reports, data or information obtained from the audit; and (v) if the audit shows that such party is not in compliance, Licensee shall be required to purchase additional licenses or capacities necessary to bring it into compliance and shall pay for the unlicensed capacity at the NYS Net Price in effect at time of audit, or if none, then at the Contractor's U.S. Commercial list price. Once such additional licenses or capacities are purchased, Licensee shall be deemed to have been in compliance retroactively, and Licensee shall have no further liability of any kind for the unauthorized use of the software.

81. OWNERSHIP/TITLE TO PROJECT DELIVERABLES

a. Definitions

(i) For purposes of this paragraph, "Products." A deliverable furnished under this Contract by or through Contractor, including existing and custom Products, including, but not limited to: a) components of the hardware environment, b) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings), whether printed in hard copy or

maintained on diskette, CD, DVD or other electronic media c) third party software, d) modifications, customizations, custom programs, program listings, programming tools, data, modules, components, and e) any properties embodied therein, whether in tangible or intangible form (including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, object code).

(ii) For purposes of this paragraph, "Existing Products." Tangible Products and intangible licensed Products that exist prior to the commencement of work under the Contract. Contractor bears the burden of proving that a particular product was in existence prior to the commencement of the Project.

(iii) For purposes of this paragraph, "Custom Products." Products, preliminary, final or otherwise, which are created or developed by Contractor, its Subcontractors, partners, employees or agents for Authorized User under the Contract.

b. Title to Project Deliverables Contractor acknowledges that it is commissioned by the Authorized User to perform the services detailed in the Purchase Order. Unless otherwise specified in writing in the Bid or Purchase Order, the Authorized User shall have ownership and license rights as follows:

(i) Existing Products:

1. Hardware - Title and ownership of Existing Hardware Product shall pass to Authorized User upon Acceptance.

2. Software - Title and ownership to Existing Software Product(s) delivered by Contractor under the Contract that is normally commercially distributed on a license basis by the Contractor or other independent software vendor proprietary owner ("Existing Licensed Product"), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or the proprietary owner of other independent software vendor(s) (ISV). Effective upon acceptance, such Product shall be licensed to Authorized User in accordance with the Contractor or ISV owner's standard license agreement, provided, however, that such standard license, must, at a minimum: (a) grant Authorized User a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless Contractor advises Authorized User as part of Contractor's proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the Authorized User's satisfaction) and distribute Existing Licensed Product to the Authorized User up to the license capacity stated in the Purchase Order or work order with all license rights necessary to fully effect the general business purpose(s) stated in the Bid or Authorized User's Purchase Order or work order, including the financing assignment rights set forth in paragraph (c) below; and (b) recognize the State of New York as the licensee where the Authorized User is a state agency, department, board, commission, office or institution. Where these rights are not otherwise covered by the ISV's owner's standard license agreement, the Contractor shall be responsible for obtaining these rights at its sole cost and expense. The Authorized User shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this paragraph.

(**ii.) Custom Products**: Effective upon creation of Custom Products, Contractor hereby conveys, assigns and transfers to Authorized User the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor, its agents, employees, or Subcontractors. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a Purchase Order, project definition or work order in the course of Contractor's business. Authorized User may, by providing written notice thereof to the Contractor, elect in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of Authorized User taking exclusive ownership and title to such Products. In such case, Licensee on behalf of all Authorized Users shall be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt and distribute Custom Product as necessary to fully effect the general business purpose(s) as stated in paragraph (b)(i)(2), above.

c. Transfers or Assignments to a Third Party Financing Agent It is understood and agreed by the parties that a condition precedent to the consummation of the purchase (s) under the Contract may be the obtaining of acceptable third party financing by the Authorized User. The Authorized User shall make the sole determination of the acceptability of any financing proposal. The Authorized User will make all reasonable efforts to obtain such financing, but makes no representation that such financing has been obtained as of the date of Bid receipt. Where financing is used, Authorized User may assign or transfer its rights in Licensed Products (existing or custom) to a third party financing entity or trustee ("Trustee") as collateral where required by the terms of the financing agreement. Trustee's sole rights with respect to transferability or use of Licensed Products shall be to exclusively sublicense to Authorized User all of its Licensee's rights under the terms and conditions of the License Agreement; provided, further, however, in the event of any termination or expiration of such sublicense by reason of payment in full, all of Trustee's rights in such Licensed Product shall terminate immediately and Authorized User's prior rights to such Existing Licensed Product shall be revived.

d. Sale or License of Custom Products Involving Tax-Exempt Financing (i.e., Certificates of Participation - COPS) The Authorized User's sale or other transfer of Custom Products which were acquired by the Authorized User using third party, tax-exempt financing may not occur until such Custom Products are, or become, useable. In the event that the Contractor wishes to obtain ownership rights to Custom Product(s), the sale or other transfer shall be at fair market value determined at the time of such sale or other transfer, and must be pursuant to a separate written agreement in a form acceptable to the Authorized User which complies with the terms of this paragraph.

e. Contractor's Obligation with Regard to ISV (Third Party) Product Where Contractor furnishes Existing Licensed Product(s) as a Project Deliverable, and sufficient rights necessary to effect the purposes of this section are not otherwise provided in the Contractor or ISV's standard license agreement, Contractor shall be responsible for obtaining from the ISV third party proprietary owner/developer the rights set forth herein to the benefit of the Authorized User at Contractor's sole cost and expense.

82. PROOF OF LICENSE The Contractor must provide to each Licensee who places a Purchase Order either: (i) the Product developer's certified License Confirmation Certificates in the name of such Licensee; or (ii) a written confirmation from the Proprietary owner accepting Product invoice as proof of license. Contractor shall submit a sample certificate, or alternatively such written confirmation from the proprietary developer. Such certificates must be in a form acceptable to the Licensee.

83. PRODUCT VERSION Purchase Orders shall be deemed to reference Manufacturer's most recently released model or version of the Product at time of order, unless an earlier model or version is specifically requested in writing by Authorized User and Contractor is willing to provide such version.

84. CHANGES TO PRODUCT OR SERVICE OFFERINGS

a. Product or Service Discontinuance Where Contractor is the Product Manufacturer/Developer, and Contractor publicly announces to all U.S. customers ("date of notice") that a Product is being withdrawn from the U.S. market or that maintenance service or technical support provided by Contractor ("withdrawn support") is no longer going to be offered, Contractor shall be required to: (i) notify the Commissioner, each Licensee and each Authorized User then under contract for maintenance or technical support in writing of the intended discontinuance; and (ii) continue to offer Product or withdrawn support upon the Contract terms previously offered for the greater of: a) the best terms offered by Contractor to any other customer, or b) not less than twelve (12) months from the date of notice; and (iii) at Authorized User's option, provided that the Authorized User is under contract for maintenance on the date of notice, either: provide the Authorized User with a Product replacement or migration path with at least equivalent functionality at no additional charge to enable Authorized User to continue use and maintenance of the Product.

In the event that the Contractor is not the Product Manufacturer, Contractor shall be required to: (i) provide the notice required under the paragraph above, to the entities described within five (5) business days of Contractor receiving notice from the Product Manufacturer, and (ii) include in such notice the period of time from the date of notice that the Product Manufacturer will continue to provide Product or withdraw support.

The provisions of this subdivision (a) shall not apply or eliminate Contractor's obligations where withdrawn support is being provided by an independent Subcontractor. In the event that such Subcontractor ceases to provide service, Contractor shall be responsible for subcontracting such service, subject to state approval, to an alternate Subcontractor.

b. Product or Service Re-Bundling In the event that Contractor is the Product manufacturer and publicly announces to all U.S. customers ("date of notice") that a Product or maintenance or technical support offering is being re-bundled in a different manner from the structure or licensing model of the prior U.S. commercial offering, Contractor shall be required to: (i) notify the State and each Authorized User in writing of the intended change; (ii) continue to provide Product or withdrawn support upon the same terms and conditions as previously offered on the then-current NYS Contract for the greater of: a) the best terms offered by Contractor to any other customer, or b) not less than twelve (12) months from the date of notice; and (iii) shall submit the proposed rebundling change to the Commissioner for approval prior to its becoming effective for the remainder of the Contract term. The provisions of this section do not apply if the Contractor is not the Product manufacturer.

85. NO HARDSTOP/PASSIVE LICENSE MONITORING Unless an Authorized User is otherwise specifically advised to the contrary in writing at the time of order and prior to purchase, Contractor hereby warrants and represents that the Product and all Upgrades do not and will not contain any computer code that would disable the Product or Upgrades or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as "time bombs," "time locks," or "drop dead" devices) or that would permit Contractor to access the Product to cause such disablement or impairment (sometimes referred to as a "trap door" device). Contractor agrees that in the event of a breach or alleged breach of this provision that Authorized User shall not have an adequate remedy at law, including monetary damages, and that Authorized User shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which Authorized User shall be entitled.

86. SOURCE CODE ESCROW FOR LICENSED PRODUCT If Source Code or Source Code escrow is offered by either Contractor or Product manufacturer or developer to any other commercial customers, Contractor shall either: (i) provide Licensee with the Source Code for the Product; or (ii) place the Source Code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the State, and who shall be directed to release the deposited Source Code in accordance with a standard escrow agreement acceptable to the State; or (iii) will certify to the State that the Product manufacturer/developer has named the State, acting by and through the Authorized User, and the Licensee, as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the State and Licensee, and who shall be directed to release the deposited Source Code in accordance with the terms of escrow. Source Code, as well as any corrections or enhancements to such source code, shall be updated for each new release of the Product in the same manner as provided above and such updating of escrow shall be certified to the State in writing. Contractor shall identify the escrow agent upon commencement of the Contract term and shall certify annually that the escrow remains in effect in compliance with the terms of this paragraph.

The State may release the Source Code to Licensees under this Contract who have licensed Product or obtained services, who may use such copy of the Source Code to maintain the Product.

FOR NEGOTIATED CONTRACTS THE FOLLOWING CLAUSES ARE RESERVED BECAUSE BIDDING DOES NOT APPLY:

Clauses: 7, 8, 9, 10, 11, 12, 13, 16, 15, 21, 25, 26, 28, 29, 30, 31, 32, 33, 36, 49, 50, 52, 54 and 37

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APPENDIX C

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES

POLICY STATEMENT

New York State Office of General Services, as part of its responsibility, recognizes the need to promote the employment of minority group members and women and to ensure that certified minority and women-owned business enterprises have opportunities for maximum feasible participation in the performance of OGS contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("the Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority and women-owned business enterprises in state procurement contracting verses the number of minority and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority and women-owned business enterprises program.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over $25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to this contract; or (ii) employment outside New York State.

Bidder further agrees to submit with the bid a staffing plan (Form EEO 100) identifying the anticipated work force to be utilized on the Contract and if awarded a contract, will, upon request, submit to the Authorized User, a workforce utilization report identifying the work force actually utilized on the Contract if known.

Further, pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Business Participation Opportunities for New York State Certified Minority- and Women-Owned Business Enterprises (MWBE)

In accordance with Article 15-A of the New York State Executive Law and regulations adopted pursuant thereto and consistent with the objectives of Governor Andrew Cuomo's Executive Order No. 8 , an Authorized User that is a State Agency or State Authority (as defined in New York State Executive Law §310 and hereinafter referred to as "State Agency") should establish separate goals for each placement made against this Contract for participation of New York State Certified minority-owned business enterprises and women-owned business enterprises ("MWBEs") at the time of the acquisition, if the acquisition is (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction. As a condition of award of the Contract resulting from this RFP, the Contractor agrees to be bound by a State Agency's implementation of the provisions of Article 15-A of the New York State Executive Law, including but not limited to the submission of a utilization plan, in the acquisition. State Agencies and Authorities will seek an overall 20 percent participation rate based on all acquisitions made throughout the term of the contracts awarded hereunder. Joint ventures with MWBEs to meet the goals are encouraged.

A Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this contract and Contractor agrees that the Authorized User may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at: http://www.esd.ny.gov/MWBE.html
For guidance on how Authorized Users will determine a contractor's "good faith efforts," refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, Bidder/Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in an acquisition, such finding constitutes a breach of that Contract and the Authorized User may withhold payment from the Contractor as liquidated damages. Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the acquisition.

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 enaged 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 Consequnces 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

Appendix D
Region Award and NYS Pricing

Region	County	Level 2 Pay Rate	Mark-Up %	NYS Bill Rate
4	Oneida	$ 16.65	27.9%	$ 21.30
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

Appendix D
Region Award and NYS Pricing

% Discount off remaining years Mark-up %	0%	0%	0%	0%	0%

Implementation Plan

The following language sets forth the *Contractor's implementation plan for the commencement of the Contract including its plan for handling the initial volume, timeline for when the company would be ready to begin services, potential challenges that may arise if implementing services in an accelerated timeline, etc.*

Contractor will be able to commence service at ALL statewide locations within 30 days after award. Should there be locations in need of an accelerated timeline, Contractor will be able to commence service at those locations faster than 30 days.

Hiring & Orientation Process

The following language sets forth the Contractor's hiring and orientation process including the selection, preparation and/or training of Security Guards and Fire Safety Directors to meet the requirements at the various facilities throughout New York State.

Contractor has 6 fully staffed offices across NY State which provide the unique ability to service the entire state under a single point of contact. Each office is fully staffed with dedicated full-time Human Resources, Recruiting, Training, and Uniforming personnel who will support the NYS OGS contract. All combined, there will be 9 HR Generalists, 9 Training Managers, and 15 Certified Recruiters who will be directly supporting the NYS OGS contract on a daily basis.

Contractor will recruit high quality security officers through its proprietary website www.greatsecurityjobs.com; and sources candidates through its partnership with various organizations, including but not limited to: The Wounded Warrior Project, VA Association, Dept of Labor Job Boards, Local Partners, and Community Based Organizations throughout NYC. Contractor will continually recruit and screen security officer candidates on a daily basis and maintain an active pool of candidates who can be trained and uniformed within days to meet the needs of the NYS OGS contract

The selection process that each candidate will undergo is outlined below:

- Complete on-line application and questionnaire (assess computer skills and first level of screening)
- Interview by a certified recruiter to assess a job fit specifically for the location to be assigned
- Background check, I-9 verification, Criminal Check, and Drug Testing (those who pass go to next step)
- Candidate interview by the Contractor Manager who will directly oversee the location where the post is needed
- If desired each candidate can undergo a final interview by the Contracting Agency

Once selected, each candidate will immediately undergo (via live classroom training) the Contractor Security Officer Basic Course (SOBC) and required NY State Training at the local Contractor office that will support the Contracting Agency site. EVERY CONTRACTOR OFFICE IN NY IS A NY STATE CERTIFIED SECURITY OFFICER TRAINING FACILITY AND IS STAFFED WITH FULL-TIME TRAINERS CERTIFIED BY NY STATE. Contractor will initiate and tracks the licenses of every security officer through proprietary compliance tracking system and will ensure that each officer undergo the annual 8-hour refresher which is conducted live by a certified Contractor trainer. Once the security officer completes classroom training and arrives on site, the local manager oversees the required OJT and site orientation training.

Fire Safety Director Selection and Training in NYC:

Using the same recruiting methods as described above, Contractor is often able to recruit quality personnel who already possess their FSD qualification. Once hired, each FSD immediately begins the process to become on-site certified for the specific location needed by the Contracting Agency. Contractor will maintain a flex-pool of trained FSDs who are available on short notice in the event of a call-out or vacation by a regularly scheduled FSD, thereby Contractor will ensure that a qualified FSD is always on post.

Ordering Document Fulfillment

The following sets forth the Contractor's process upon receipt of an Ordering Document. This should include but is not limited to: timeline, process for completion of training, licenses, certifications and drug testing, etc.

Contractor will have a single designated point of contact for the contract with New York State OGS, Brian Fogarty, VP of Operations.

Upon receipt of an Ordering Document, the VP of Operations will immediately contact the local manager that oversees the location of the Contracting Agency which placed the order, and initiate the process so that security officers are put into place within the timeline needed by the Contracting Agency. Depending on scope & size of the security services needed, Contractor will be able to get up & running in as little as 48 hours for requests of up to 168 hours per week of service, and for all other requests Contractor will be able to conform with the State's requirement to fulfill the request within 10 business days. Contractor has provided this high level of expeditious fulfillment of service in the past and commits to the same high level of service the NY State OGS contract as well.

Should the Contracting Agency require fulfillment in less than 48 hours, Contractor will be able to provide fully trained and licensed security officers in as little as 4 hours as a stop-gap measure until the permanently assigned officers have been selected.

Contractor will utilize the recruiting, screening, and training process described in the Hiring and Orientation Process section at each of the 6 offices throughout NY State to ensure consistent quality of all security officers.

All background screening will be initiated, and drug testing will be conducted on-site at the local Contractor office in order to expedite the hiring process. Security Officer Licensing will be initiated by the local dedicated recruiting and training personnel at each office.

Coverage Action Plan

The following sets forth the Contractor's process plan of action to provide adequate coverage if a guard calls in sick, is a no-show, etc.

Contractor's managers in all awarded OGS Regions will maintain a trained pool of officers and a flex staff of part-time officers who will be available immediately to fill posts should an officer call out sick or is a no-show. In addition to the management staff who will directly manage security officers all OGS locations, Contractor also will have a dedicated after-hours field inspection team which is available immediately to fill posts if needed until a relief officer arrives.

Contractor will utilize a system called Post Watch to ensure timely arrival and departure of officers. Contractor officers who do not have an off-going officer that they are relieving (i.e. cold-start), MUST check in for work using a landline phone from their OGS building location within 7 minutes before or 7 minutes after the start of their shift. Should an officer not check-in via the Post Watch system, Contractor's 24/7 manned dispatch center will be alerted and a call will immediately be placed to the local

Contractor manager who will find a relief officer immediately or personally fill the post if necessary. Should the first-line manager not be reached immediately, a call will be placed to the next manager in the chain of command, and so on, until a resolution is reached. If needed, the calls will continue to the CEO level.

If an officer fails to show up without notifying his/her manager in advance, and is relieving another officer who is already on-site (not a cold-start), the following process will take place:

- The officer to be relieved will remain on post and call the officer due to relieve him/her to establish a time of arrival
- The officer to be relieved will then call the site supervisor or local manager who will arrange for an alternate relief officer from a pool of trained officers in the area. If needed, the local manager will fill the post until a relief officer arrives.
- The officer to be relieved will not leave the post until either the manager or a relief officer arrives

Management & Supervision for this account will be dedicated only to the OGS contract in order to be able to quickly respond to situations such as call-outs and no-shows. Additionally, Contractor Managers will be evaluated on their ability to staff 100% of posts at all times.

Peak Demand Resolution

The following sets forth the Contractor's process to meet peaks in demand which may occur from special events, court hearings and requests for additional guards. Include how much advanced notice is needed for your company to provide services to meet the necessary requirements and responsibilities.

Contractor's managers in all awarded OGS Regions will maintain a trained pool of officers and a flex staff of part-time officers who are available on short notice to fill posts to meet peaks in demand. Throughout NY State, Contractor is uniquely qualified to be able to meet OGS's needs for additional guard coverage on short notice. Contractor will be able to meet the OGS peak demand request within 24 hours of the request, and if needed, will be able to have additional guards on duty in as little as 4 hours, especially in Regions, 1, 2, 3, and 5.

The process for peak/special event coverage is outlined below:

- OGS or the Contracting Agency contacts the Contractor point of contact or the local manager with the Ordering Document requesting the additional service
- Upon receipt of the Ordering Document, the local manager/site supervisor at the Contracting Agency site will first draw upon his "call-list" of available security officers cross-trained for the specific work site, which includes any part-time officers assigned to the site.
- If more officers are needed than are specifically cross-trained for the site, then the local manager will next contact flex-pool officers from other local OGS sites
- If more officers are still needed then the local manager will next contact flex-pool officers from additional local Contractor locations who are able to perform the work requested by the OGS.

Appendix E
Attachment 2
Insurance Language
Security Guards and Fire Safety Directors

I. Insuring Requirement

Prior to the start of work the Contractor shall procure at its sole cost and expense, and shall maintain in force at all times during this Contract until Final Completion/during the term of this Agreement, policies of insurance as herein below set forth, written by companies authorized by the New York State Insurance Department to issue insurance in the State of New York ("admitted carriers") with an A.M. Best Company rating of A-Ⅱ or better or as acceptable to the Authorized User. The Authorized User may, at its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when Certificates and/or other policy documentation is accompanied by a completed Excess Lines Association of New York (ELANY) Affidavit; provided that nothing herein shall be construed to require the Authorized User to accept insurance placed with a non-authorized carrier under any circumstances.

The Contractor shall deliver to the Authorized User evidence of such policies in a form acceptable to the Authorized User. These policies must be written in accordance with the requirements of the paragraphs below, as applicable.

II. General Conditions

Conditions Applicable to Insurance. All policies of insurance required by this agreement must meet the following requirements:

1. Coverage Types and Policy Limits. The types of coverage and policy limits required from the Contractor are specified in Paragraph B Insurance Requirements below.

2. Policy Forms. Except as may be otherwise specifically provided herein or agreed in writing by the Authorized User, policies must be written on an occurrence basis.

3. Certificates of Insurance/Notices. Contractor shall provide a Certificate or Certificates of Insurance, in a form satisfactory to the Authorized User, before commencing any work under this contract. Certificates shall reference the Contract Number. Certificates shall be mailed to the address as requested by the Authorized User.

Unless otherwise agreed, policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice except for non-payment as required by law to the Authorized User. In addition, if required by the Authorized User, the Contractor shall deliver to the Authorized User within forty-five (45) days of such request a copy of any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete.

Certificates of Insurance shall:

a. Be in the form approved by the Authorized User.
b. Disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the contract.
d. Specify the Additional Insureds and Named Insureds as required herein.
e. Refer to this Contract by number, the Supplemental Certificate, and any other attachments on the face of the certificate,
f. When coverage is provided by a non-admitted carrier, be accompanied by a completed ELANY Affidavit, and
g. Be signed by an authorized representative of the insurance carrier or producer.

Only original documents (Certificates of Insurance, Supplemental Insurance Certificates, and other attachments) will be accepted.

Appendix E
Attachment 2
Insurance Language
Security Guards and Fire Safety Directors

4. Primary Coverage. All insurance policies shall provide that the required coverage shall apply on a primary and not on an excess or contributing basis as to any other insurance that may be available to the Authorized User for any claim arising from the Contractor's Work under this contract, or as a result of the Contractor's activities. Any other insurance maintained by the Authorized User shall be excess of and shall not contribute with the Contractor's insurance regardless of the other insurance clause contained in the Authorized User's own policy of insurance.

5. Policy Renewal/Expiration. At least thirty (30) days prior to the expiration of any policy required by this contract, except for non-payment as required by law, evidence of renewal or replacement policies of insurance with terms no less favorable to the Authorized User than the expiring policies shall be delivered to the Authorized User in the manner required for service of notice in Certificates of Insurance/Notices above. If, at any time during the term of this contract, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in the Contract or proof thereof is not provided to the Authorized User, the Contractor shall immediately cease Work on the Project. The Contractor shall not resume Work on the Project until authorized to do so by the Authorized User. Any delay, time lost, or additional cost incurred as a result of the Contractor not having insurance required by the Contract or not providing proof of same in a form acceptable to the Authorized User, shall not give rise to a delay claim or any other claim against the Authorized User. Should the Contractor fail to provide or maintain any insurance required by this contract, or proof thereof is not provided to the Authorized User, the Authorized User may withhold further contract payments, treat such failure as a breach or default of the contract, and/or, after providing written notice to the Contractor, require the Contractor to secure appropriate coverage and/or purchase insurance complying with the Contract and charge back such purchase to the Contractor.

6. Self-Insured Retention/Deductibles. Certificates of Insurance must indicate the applicable deductible/self insured retention on each policy.

***7.* Subcontractors.** Should the Contractor engage a Subcontractor, the Contractor shall require all Subcontractors, prior to commencement of an agreement between Contractor and the Subcontractor, to secure and keep in force during the term of this contract the insurance requirements of this document on the Subcontractor, as applicable. Proof thereof shall be supplied to the Authorized User.

III. Specific Coverage and Limits
The types of insurance and minimum policy limits shall be as follows:

1. **General Liability**
   Commercial General Liability Insurance, (CGL) covering the liability of the Contractor for bodily injury, property damage, and personal/advertising injury arising from all work and operations under this contract. The limits under such policy shall not be less than the following:
   - Each Occurrence limit – $5,000,000
   - General Aggregate – $5,000,000
   - Products/Completed Operations – $5,000,000
   - Personal Advertising Injury – $5,000,000
   - Damage to Rented Premises – $50,000
   - Medical Expense – $5,000

   a. The policy shall be endorsed to include errors and omissions coverage.
   b. Policy shall be endorsed to include master key coverage.
   c. Policy shall be endorsed to include coverage for "care-custody-control" of property of others.
   d. Policy shall include coverage for the operation of mobile equipment (if required as part of the Scope of Services).

e. The policy shall be endorsed to include the following additional insured language: "The State of New York shall be named as an additional insured with respect to liability assumed by Contractor under this contract up to the required insurance coverage amount and arising out of the activities performed by, or on behalf of the Contractor".

Coverage shall include, but not be limited to, the following:

- Premises liability
- Independent contractors
- Blanket contractual liability, including tort liability of another assumed in a contract
- Defense and/or indemnification obligations, including obligations assumed under this contract
- Cross liability for additional insured's
- Products/completed operations for a term of no less than 3 years, commencing upon acceptance of the work, as required by the contract
- Explosion, collapse, and underground hazards
- Contractor means and methods
- Liability resulting from Section 240 or Section 241 of the New York State Labor Law

The following ISO forms must be endorsed to the policy:

a. CG 00 01 01 96 or an equivalent – Commercial General Liability Coverage Form
b. CG 20 10 11 85, or, an equivalent – Additional Insured-Owner, Lessees or Contractors (Form B)
c. CG 25 03 11 85 or, an equivalent – Designated Construction Project(s) general aggregate limit (only required for construction contracts)

Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.

Policies shall name New York State as Additional Insureds to the extent of the liabilities assumed by Contractor under this contract up to the required insurance coverage amount, and such coverage shall be extended to afford Additional Insured status to those entities during the Products/Completed Operations term.

The CGL policy, and any umbrella/excess policies used to meet the "Each Occurrence" limits specified above, must be endorsed to be primary with respects to the coverage afforded the Additional Insureds, and such polic(ies) shall be primary to, and non-contributing with, any other insurance maintained by the Authorized User. Any other insurance maintained by the Authorized User shall be excess of and shall not contribute with the Contractor's or Subcontractor's insurance, regardless of the "Other Insurance" clause contained in either party's policy of insurance.

2. Workers' Compensation

For work to be performed in NYS, the Contractor shall provide and maintain coverage during the life of this Agreement for the benefit of such employees as are required to be covered by the NYS Workers' Compensation Law.

If the Agreement involves work on or near a shoreline, a U.S. Longshore and Harbor Workers' Compensation Act and/or Jones Acts policy as applicable must be provided. Any waiver of this requirement must be approved by the Authorized User and will only be granted in unique or unusual circumstances.

Appendix E
Attachment 2
Insurance Language
Security Guards and Fire Safety Directors

Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Commissioner of the Workers' Compensation Board:
(1) C-105.2 (September 2007, or most current version) – Certificate of Workers' Compensation Insurance
(2) U-26.3 – Certificate of Workers' Compensation Insurance from the State Insurance Fund
(3) GSI-105/SI-12 – Certificate of Workers' Compensation Self Insurance

All forms are valid for one year from the date the form is signed/ stamped, or until policy expiration, whichever is earlier.

3. Disability Benefits

For work to be performed in NYS, the Contractor shall provide and maintain coverage during the life of this Agreement for the benefit of such employees as are required to be covered by the NYS Disability Benefits Law. Any waiver of this requirement must be approved by the Authorized User and will only be granted in unique or unusual circumstances.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Commissioner of the Workers' Compensation Board:

(1) DB-120.1(May 2006 or most current version) – Certificate of Insurance Coverage under the NYS Disability Benefits Law.
(2) DB-155 – Certificate of Disability Self Insurance.
(3) CE-200 – Certificate of Attestation of Exemption. Note: This form will only be accepted as evidence of an exemption from providing Disability Benefits insurance as required by Law. The Authorized User will not accept this as an exemption from providing Workers' Compensation Insurance.

All forms are valid for one year from the date the form is signed/ stamped, or until policy expiration, whichever is earlier.

4. Business Automobile Liability

Commercial Auto Liability insurance covering liability arising out of the use of any motor vehicle in connection with the work, including owned, leased, hired and non owned vehicles bearing or, under the circumstances under which they are being used, required by the Motor Vehicle Laws of the State of New York to bear, license plates. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least one million dollars. The limits may be provided through a combination of primary and umbrella/excess liability policies. If the contract involves the removal of hazardous waste from the project site or otherwise transporting hazardous materials, pollution liability coverage for covered autos shall be provided by form CA 99 48 03 06 or CA 00 12 03 06 and the Motor Carrier Act Endorsement (MCS90) shall be attached.

The policy shall be endorsed to include the following additional insured language: "The State of New York shall be named as an additional insured with respect to liability assumed by Contractor under this contract up to the required insurance coverage amount and arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

5. Crime

a. The policy shall be issued with limits of $5,450,000.00.

b. The policy shall include coverage for all directors, officers, agents and employees of the Contractor.
c. The policy shall include coverage for third party fidelity.
d. The policy shall include coverage for extended theft and mysterious disappearance.
e. The policy shall not contain a condition requiring an arrest and conviction.
f. The policy shall include coverage for:
    - Employee Theft
    - Forgery or Alteration
    - Inside the Premises - Theft of Money and Securities
    - Inside the Premises - Robbery or Safe Burglary of Other Property
    - Outside the Premises
    - Computer Fraud
    - Money Orders and Counterfeit Paper Currency

Policy must allow for reporting of circumstances or incidents that might give rise to future claims. The policy must include an extended reporting period of no less than three years with respect to events which occurred but were not reported during the term of the policy.

The Authorized User, including its affiliates and subsidiaries, must be included as Loss Payees as respects this specific amount as their interests may appear.

Any warranties required by the insurer must be disclosed and complied with. Said insurance shall extend coverage to include the principals.

6. Umbrella and Excess Liability

When the limits of the CGL, Auto, and/or Employers Liability policies procured are insufficient to meet the limits specified, the Contractor shall procure and maintain Commercial Umbrella and/or Excess Liability policies with limits in excess of the primary; provided, however, that the total amount of insurance coverage is at least equal to the requirements set forth above. Such policies shall follow the same form as the primary. Any insurance maintained by the Authorized User or any additional insured shall be considered excess of and shall not contribute with any other insurance procured and maintained by the Contractor including primary, umbrella and excess liability regardless of the other insurance clause contained in either parties policy.

Appendix E
Attachment 3
Contractor Deficiency Report
Security Guards and Fire Safety Directors

Please refer to Attachment 7 – Performance Standards for additional information on the requirements imposed on the Contractor.
Please forward the completed form to the OGS-Procurement Services Group.

As a user of the centralized Contract, you are required to submit reports to OGS regarding deficient performance by a Contractor. Please provide as much detail as possible regarding the deficient performance. Please attach additional documents as needed. The submission of a Contractor Deficiency Report is not limited to a failure by the Contractor to meet the Performance Standards as stated in Attachment 7. At the discretion of the Authorized User, a Contractor Deficiency Report may be submitted at any time the Authorized User identifies a Contractor performance issue.

Contractor Name:_____ **Contract Number**:_____

Facility:_____ **Security Guard Name:**:_____

Description of Services Performed:_____

Type of Deficiency:_____

Please provide details/comments: _____

_____

_____

_____

_____

Agency:_____ **Prepared by**:_____

Phone:_____ **E- mail**:_____

Date:_____

PLEASE RETURN VIA EMAIL TO THE PURCHASING OFFICER
LISTED ON THE FIRST PAGE OF THE CONTRACT AWARD OR MAIL/FAX TO:

OGS PROCUREMENT SERVICES GROUP
38th Floor Corning Tower - Empire State Plaza
Albany, New York 12242

Appendix E
Attachment 4
Ordering Document (Security Guards, Fire Safety Directors and/or Vehicles)
Security Guards and Fire Safety Directors

In order for an Authorized User to obtain Security Guards (Level 1 and Level 2), Fire Safety Directors and/or Vehicles under this Contract, the following steps must be completed:

1. Authorized User makes a determination of need that Security Guards, Fire Safety Directors or Vehicles are needed at a Facility or for a special event.
2. Authorized User will review the Contract to determine what Region the Facility is in and the awarded Contractor for the applicable Region.
3. Authorized User will obtain any required approvals.
4. Authorized User will complete the Ordering Document listing Service specifications required prior to beginning services.
5. Authorized User will submit Order Document to Contractor no less than fifteen (15) business days before the Services or vehicles are required.
6. Once the Contractor receives and confirms this information, Contractor will have a minimum of ten (10) business days to fulfill order ensuring the Security Guards and/or Fire Safety Directors meet the required specifications as outlined in the Contract, unless there is an agreement between the Authorized User and Contractor to a different timeframe.
7. Contractor and Authorized User will agree on Security Guards and/or Fire Safety Director start date.
8. If subcontractors will be used, Contractor must notify Authorized Users in writing prior to start date.
9. Contractor will begin services.
10. Authorized User will follow the appropriate contracting and payment procedures for invoice approval.
11. In the event of changes to the shifts and or schedule by facility, Authorized User will complete a new Ordering Document.
12. An State Agency or State Authority may elect to impose MBE and/or WBE goals on an order per facility. If so, such State Agency or State Authority will inform Contractor of goals and Contractor will be required to meet them in accordance with Executive Law Article 15-A.
    M/WBE information and forms can be found at: **http://www.ogs.ny.gov/MWBE/**. An Agency may elect to use its own MWBE forms in lieu of the OGS forms.

Coverage listed in the Cost Proposal form was presented as historical information. The Ordering Document will be used for current coverage needs. The gray fields below are illustrative. Please note coverage requests may differ from the Historical Coverage document.

Question	Information
Facility Name	
County	
Address	
City	
Zip Code	
Agency	
Type of Security Equipment currently at Facility	
Authorized User Contact Name	
Authorized User Contact Email Address	
Authorized User Contact Phone Number	
Do Security Guards and/or Fire Safety Directors currently service this facility?	(Yes/No)
If yes, would the Authorized User request that the Contractor consider the current Security Guards	(Yes/No/Not Applicable)

Appendix E
Attachment 4
Ordering Document (Security Guards, Fire Safety Directors and/or Vehicles)
Security Guards and Fire Safety Directors

and/or Fire Safety Directors for employment?		
M/WBE goals at this facility	MBE %	WBE %

Service Type	Number of Guards or Vehicles	Shift Coverage	Daily Hourly Total Per Guard	Number of Days Worked Per Week	Days Worked	Estimated Annual Special Event Hours	Additional Requirements or Training prior to beginning Services
Level 1	*2*	*8AM – 4PM*	*8*	*5*	*M, Tu, W, Th, Fr*		*AED Training*
Fire Safety Director	*1*	*4PM – 12AM*	*8*	*5*	*M, Tu, W, Th, Fr*		
Level 2	*1*	*8AM – 4PM*	*8*	*2*	*Sa, Su*		
Vehicle	*1*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	

Appendix E
Attachment 5
Certificate of Compliance
Security Guards and Fire Safety Directors

(To be filed with the Authorized User and a copy maintained by Contractor)

I, _____, have reviewed all of the terms and conditions of the New York State Office of General Services' Security Guard Services Contract number _____ for the **(Facility address)** prior to assigning and/or directing a Security Guard(s) to provide Guard Services at the specified Level thereunder.

I certify, **under penalty of perjury**, that Security Guard _____, NYS Department of State Registration No._____ Issue date_____, meets all of the qualifications required for the position of a Level I, Level II or Fire Safety Director **(CIRCLE ONE)** as requested by (**Agency**) for assignment at the (**Facility Name**) and as set forth in the OGS Security Guard Services Contract Number _____.

Dated: _____ _____

Printed Name

_____

Signature

_____

Contractor

(☐ **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 instrument 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 purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

(☐ **If a limited liability company):** _he is a duly authorized member of _____, 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 said limited liability company.

Signed this

_____ day of _____, 20_____

_____

Notary Public

State: _____

New York State Notary Number: _____

Appendix E #6 Report of Contract Usage

Unless otherwise directed by the Authorized User, the Contractor shall submit the Report of Contract Usage form monthly via email to the Authorized User, detailing all services completed the prior month. This document will serve to confirm Security Guard and/or Fire Safety Director coverage and pricing information.

The Contractor shall also submit the Report of Contract Usage to OGS via email, detailing all services performed during the prior month. Such report to OGS shall contain total sales for State Agency and authorized non-State Agency Contract purchases for use by OGS, for purposes of supporting program monitoring and contract administration. Reports shall be delivered within fifteen (15) days of the close of the month.

The report is to be submitted electronically in Microsoft Excel format to the Office of General Services, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Award Number, Contract Number, sales period, and Contractor's (or other authorized agent) name.

The sales report Excel template will be forwarded to the Contractor at time of award. OGS reserves the right to require reports with additional detailed data.

Lot	Agency	Facility Name	County	Address	City	Zip Code	Guard Type or Vehicle	Number of Guards or Vehicles	Shift Coverage	Daily Hourly Total Per Guard	Number of Days Worked Per Week	Days Worked	Monthly Hours	Monthly Special Event Hours	Monthly Pay Rate	Monthly Bill Rate	Total Spend
5	Department of Labor	Labor	Albany	175 Central Avenue	Albany	12206	Level 1	2	8AM – 4PM	8	5	M, Tu, W, Th, Fr	160		$ 15.68	$ 18.82	$ 3,010.56
5	Department of Labor	Labor	Albany	175 Central Avenue	Albany	12206	Fire Safety Director	1	4PM – 12AM	8	5	M, Tu, W, Th, Fr	160		$ 15.68	$ 18.82	$ 3,010.56
5	Department of Labor	Labor	Albany	175 Central Avenue	Albany	12206	Level 2	1	8AM – 4PM	8	2	Sa, Su	160		$ 17.00	$ 20.40	$ 3,264.00
5	Department of Labor	Labor	Albany	175 Central Avenue	Albany	12206	Special Event Guard							80	$ 17.00	$ 20.40	$ 1,632.00
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Appendix E
Attachment 7
Performance Standards
Security Guards and Fire Safety Directors

The following are Security Guard and/or Fire Safety Director Specific Performance Standards the Contractor is required to meet during the Contract. Failure to meet these requirements shall result in the Authorized User submitting a Contractor Deficiency Report to the Office of General Services. This list is intended to set out sample infractions and is not inclusive of all contractual requirements.

- The Contractor shall maintain adequate documentation on background checks, registrations and certifications
- The Contractor shall have adequate staff on site as required to provide the services specified.
- The Contractor shall maintain the requested coverage at each facility. In the event of anticipated and/or unanticipated absenteeism and tardiness it is the obligation of the Contractor to maintain sufficient staffing as required by the facility.
- In the event that a Security Guard and/or Fire Safety Director works more than 40 hours the Contractor will be responsible for paying the employee the appropriate overtime rate but will not bill overtime to NYS
- The Contractor will adhere to all Security Guard and/or Fire Safety Director requirements and responsibilities
- Contractor is responsible for providing the Authorized User and OGS a monthly Report of Contract Usage documenting service performed and cost per service. Details for the Report of Contract Usage can be found in Attachment 6.

Consequences of Contractor Non-Compliance with Performance Standards

Contractor performance is maintained through enforcement of the Performance Standards. Deficient or non-compliant Performance Standards will result in a Contractor Deficiency Report (CDR). The submission of a CDR is not limited to a failure by the Contractor to meet the Performance Standards as stated in this Contract. At the discretion of the Authorized User, a CDR may be submitted at any time the Authorized User identifies a Contractor performance issue or other non-compliance with contractual requirements. The CDR process is in addition to and does not impair or limit any other rights the Authorized User has under the Contract.

The receipt of three (3) Contractor Deficiency Reports within the time period specified below shall result in a review of the Contractor's status by OGS as set forth below. A determination of consistently poor service will result in change of the Contractor's status level and replacement by the next qualified Contractor. The details are:

- When a service level is not met or an Authorized User identifies a performance issue or other non-compliance with contract requirements by a Contractor, the Authorized User(s) shall alert OGS to the deficiency or non-compliance using the CDR, where it will be recorded centrally. The Authorized User shall at the same time also provide a copy of the CDR to the Contractor, at the address listed in Appendix E, #8.

- Upon the receipt of three CDRs from Authorized Users within the first quarter (i.e., three month period) of the Contract, or within any twelve month period after that commencing on the first day of the fourth quarter of the Contract, OGS will advise the Contractor that three CDRs have been filed against the Contractor and that OGS will commence a Contractor Status Review. OGS shall provide the Contractor with copies of the CDRs.

- The Contractor Status Review shall include a discussion with the Contractor for the purpose of providing the Contractor an opportunity to be heard on the specific incidents as recorded in the CDRs. The Contractor Status Review shall also include a discussion with the Authorized User(s) who submitted the CDRs regarding the specific incidents as recorded in the CDRs. The time and manner of these meetings shall be at OGS's sole discretion. As a result its discussions with the Contractor and the Authorized User(s) OGS may, at its sole discretion, provide for the development of an improvement and monitoring plan ("Plan") for the Contractor to correct the service issues identified in the CDRs.

- The Plan shall set forth the actions Contractor is required to take to address the issues identified in the CDRs. The Plan shall specify the level of documentation Contractor shall provide to OGS as to its compliance with the Plan and a timeline for submission of such documents.

- OGS shall in its sole discretion, as part of the Plan, prescribe the length of time the Contractor shall be allowed to address the issues. OGS in establishing the length of time shall consider the severity of the deficiencies or non-compliance. OGS may consult with the Authorized User(s) to seek their input as to the length of time Contractor should be allowed to address the issues. The Plan will be issued in a form and manner determined by OGS.

- At the end of the time period specified in the Plan OGS shall review the Contractor's actions and documentation submitted according to the Plan. OGS may also consult with the Authorized User(s) who filed the CDRs. Following its review OGS shall make a determination of the Contractor's Contract Status Level. A determination of consistently poor service or a failure to adequately meet the Required Service Levels shall result in the reduction of the Contractor's status. OGS shall advise the Contractor and the Authorized Users of the results of its review and whether there is a reduction in Contractor's Contract Status Level.

- Failure to adequately meet the Performance Levels as outlined in the improvement plan shall result in the reduction of the Contractor's status. Contract Status Reduction shall be on a per Region basis based on the CDRs. Issues that span across multiple Regions shall result in status reduction of all applicable Regions. In the case of Contractor Status Reduction, Contractor status shall be adjusted per the following procedures:

- Status Reduction of Primary Contractor shall mean:
  - Primary Contractor becomes Secondary Contractor; and
  - Secondary Contractor becomes Primary Contractor.

- OGS shall compile a record of each Contractor Review Status proceeding.

OGS reserves the right based on the severity of the CDRs to issue a Suspension Notice under Appendix B ¶59 as to the ability of the Contractor to receive new orders or perform any work under the Contract until the conclusion of the Contract Status Review. During the suspension period, new orders would go to secondary as if primary failed to provide satisfactory candidates under the Service Level Requirements. The issuance of a Suspension Notice shall not affect any other rights either OGS or an Authorized User has under the Contract.

Appendix E
Attachment 8
Contractor Contact Information
Security Guards and Fire Safety Directors

Contractor shall update the contact information by sending written notification to the OGS Contract Administrator. OGS will update the Authorized Users through the P-memo process.

Supplier	Allied Barton
Contact Person	**Brian Fogarty**
Contact Telephone Number	**212-271-0688**
Contact email	**brian.fogarty@alliedbarton.com**
Toll Free Number	**1-866-703-7666**
Bidder to accept the New York State Procurement Card for orders not to exceed $15,000.00	**Yes**
If Bidder limits the maximum acceptable card amount to less than $15,000, please indicate the maximum amount:	**N/A**
Additional discount for purchases made with the NYS Procurement Card (%):	**0%**

Prompt payment discount for payment within 15 days of delivery and/or receipt of voucher (%)	**0%**
Prompt payment discount for payment within 30 days of delivery and/or receipt of voucher (%)	**0%**

Person or persons to contact in the event of an emergency occurring after business hours or on weekend/holidays:	
State Normal Business Hours (Specify M-F, Sat, Sun):	M-F; 0800-1700
Name:	Brian Fogarty
Title:	VP of Operations
Telephone Number:	212.271.0688
Fax Number:	212.689.7521
Pager Number:	N/A
Cellular Telephone Number:	917.716.2528
E-Mail Address	brian.fogarty@alliedbarton.com

Appendix E
Attachment 8
Contractor Contact Information
Security Guards and Fire Safety Directors

Andrew M. Cuomo, Governor

Colleen C. Gardner, Commissioner

NYS Strategic Sourcing Team

Tammy Rock, Admin Aide
37th Floor, Corning Tower
Empire State Plaza
Albany NY 12202

Schedule Year	2011 through 2012
Date Requested	11/22/2011
PRC#	2011900991

Location	Statewide
Project ID#	
Occupation Type(s)	Guards, Watchmen, Fire Safety Director - NYC Only

PREVAILING WAGE SCHEDULE FOR ARTICLE 9 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

If work on the contract continues beyond the expiration date set forth in the Wage Schedule, new rates and expiration dates will be made available online as part of the original PRC Prevailing Wage Schedule determination automatically, without further filings or requests from the Public Agency.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the craft, trade, or occupation of the service employee. Such a public work building service contract must be in excess of one thousand five hundred dollars ($1,500.00).

Building service employee includes, but is not limited, to, watchman, guard, doorman, building cleaner, porter, handyman, janitor, gardener, groundskeeper, stationary fireman, elevator operator and starter, window cleaner, and occupations relating to the collection of garbage or refuse, and to the transportation of office furniture and equipment, and to the transportation and delivery of fossil fuel but does not include clerical, sales, professional, technician and related occupations.

Building service employee also does not include any employee to whom the provisions of Article 8 are applicable.

Responsibilities of the Public Agency

A Public Agency means the state, any of its political subdivisions, a public benefit corporation, a public authority or commission or special purpose district board appointed pursuant to law, and a board of education.

The Public Agency responsible for preparing the specifications for a building service contract must file a statement identifying the types of employees and work to be performed with the New York State Commissioner of Labor, or other fiscal officer[1]. A separate filing is required for every building service contract. Only one filing is required for each contract, regardless of the duration of the contract. To file with the Commissioner of Labor, the Public Agency MUST submit a Request for Wage and Supplement Information" form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

In response to each filing, the Bureau of Public Work will assign a Prevailing Rate Case (PRC) number to each building service contract, and will issue a Prevailing Wage Schedule setting forth the wage rates required to be paid for work performed and the expiration date of those rates. If work on the contract continues beyond the expiration date set forth in the Wage Schedule, new rates and expiration dates will be made available online as part of the original PRC Prevailing Wage Schedule determination automatically, without further filings or requests from the Public Agency.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.

The Public Agency must include in the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contactor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Upon the awarding of the contract, the law requires that the Public Agency furnish the following information to the Bureau of Public Work: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Bureaus "Notice of Contract Award" form (PW 16.9) is provided with the original Prevailing Rate Schedule. The Public Agency is required to notify the Bureau of the completion or cancellation of any public work building service contract. The Bureaus PW 200.9 form is provided for this purpose.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rate. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times his prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule provided with the awarded contract. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage or in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

If a prime contractor on a public work contract has not been provided with a Prevailing Rate Schedule, the contractor must notify the Public Agency who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work.

[1] The New York State Commissioner of Labor is the fiscal officer on all building service contracts except for those performed by or on behalf of a city, in which case the fiscal officer is the comptroller or other analogous officer of the city.

Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us. www.labor.state.ny.us.

Upon receiving the original schedule, the Public Agency is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Social Security number; the craft, trade or occupation in which the worker was employed; Hourly wage rate(s) paid; Supplements paid or provided; and Daily and weekly number of hours worked in each craft, trade or occupation.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, by are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed $100,000.00. The records required to be maintained shall be kept on the site of the work during all of the time that work under the contract is being performed.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 9, Section 237 of the Labor Law. The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Law, Article 9. Section 237).

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work contract failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 235.2 of the Labor Law to so notify the financial officer of the Public Agency that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Public Agency shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work contract.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 9, Section 231-7a, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 9 of the Labor Law) constitute a misdemeanor punishable by fine or imprisonment, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 9, Section 239-1).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 9, Section 239-2).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of $50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 9, Section 239-3).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 9, Section 239-4).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.

Andrew M. Cuomo, Governor

Colleen C. Gardner, Commissioner

NYS Strategic Sourcing Team

Tammy Rock, Admin Aide
37th Floor, Corning Tower
Empire State Plaza
Albany NY 12202

Schedule Year	2011 through 2012
Date Requested	11/22/2011
PRC#	2011900991

Location	Statewide
Project ID#	
Occupation Type(s)	Guards, Watchmen, Fire Safety Director - NYC Only

Notice of Contract Award

New York State Labor Law, Article 9, Section 231.5 requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16.9, which may be photocopied), MUST be completed for EACH prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this building service contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____

Name: _____

Address: _____

_____

City: _____ State: _____ Zip: _____

Amount of Contract: $_____ Occupation(s): _____

Approximate Starting Date: ____/____/____ _____

Approximate Completion Date: ____/____/____ _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

New York State Department of Labor
Bureau of Public Work
SOBC – Bldg. 12 – Rm. 130
Albany, NY 12240
www.labor.ny.gov

IMPORTANT NOTICE

Regarding Article 9 Building Service Contract Schedules

Contracts with PRC#s assigned on or after 8/1/2010:

- Building Service rates (Article 9) will be determined annually on July 1. They are in effect through June 30 of the following year. Employers must pay the newly determined rates each year.

- Any corrections or updates to the annual determination will be posted to the DOL website on the first day of each month. Employers are responsible for checking for updates each month and paying these updated rates retroactive to July 1st.

- The DOL web site has a page where employers can enter their specific PRC number to find the correct wage rates for their contracts.

Contracts with PRC#s assigned PRIOR to 8/1/2010:

- The rates in contracts with PRC#s assigned prior to 8/1/2010 will remain effective and extensions to these contracts WILL NOT require a new schedule.

This is a change to our prior notice.

Article 9 wage schedule information is now available online.

(Art9Notice 7.11)

Introduction to the Prevailing Rate Schedule

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the craft, trade, or occupation of the service employee. Such a public work building service contract must be in excess of one thousand five hundred dollars ($1,500).

Requesting a Wage Schedule

For every building service contract, the public agency must file a statement identifying the types of employees and work to be performed by submitting a Request for Wage and Supplement Information form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail. The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.
The Public Agency must include the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rates. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times the prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion.

At a minimum, payrolls must show the following information for each person employed on a public work project: name; social security number; the craft, trade or occupation in which the worker was employed; hourly wage rate(s) paid; supplements paid or provided; and daily and weekly number or hours worked in each craft, trade or occupation.

NOTE: *For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".*

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-352-6088	212-352-6580

Bureau of Public Work - Patchogue	631-687-4883	631-687-4904
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Albany County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren, Washington

WAGES

Per hour:	07/01/11
	$13.93

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum
wage on city contract work, less than the minimum wage specified in such
local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Allegany County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Allegany, Cattaraugus, Chautauqua, Erie, Niagara

WAGES

Per hour:	07/01/11
	$14.00

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Bronx County Article 9

Fire Safety Director - NYC Only **11/01/2011**

JOB DESCRIPTION Fire Safety Director - NYC Only **DISTRICT** 1

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

****IMPORTANT****
Fire Safety Director rates for use in NYC ONLY.

Office Building Class "A" (Over 280,000 square feet gross area)
Office Building Class "B" (Over 120,000 and less than 280,000 square feet gross area)
Office Building Class "C" (Less than 120,000 square feet gross area)

Wage Rate per Hour:	07/01/2011
Class A	$ 22.65*
Class B	22.62*
Class C	22.57*

*Additional lump-sum bonus of $500.00 per year.

NEW HIRE: May be paid a starting rate of eighty percent (80%) of the hourly rate published above. Upon completion of thirty (30) months of employment, the new hire shall be paid the full wage rate.
Any employee who was employed in the industry as of February 3, 1996 shall receive the full minimum rate from the date of hire.

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
This is an additional required amount.

All supplements start after 3 months.

Employees regularly scheduled more than 16 hours a week:
$ 6.37
Employees regularly scheduled more than 20 hours a week:
8.76

New hires regularly scheduled more than 20 hours a week
After 3rd month-12th month:
6.37
after 12th month-24th month:
8.44
after 24 months:
8.76

Vacation

Less than 6 months work	no vacation
6 months of work	three days
1 year of work	ten days
5 years of work	fifteen days
15 years of work	twenty days
21 years of work	twenty-one days
22 years of work	twenty-two days
23 years of work	twenty-three days
24 years of work	twenty-four days
25 years or more	twenty-five days

Plus 2 Personal Days per year.

Plus 10 Sick Days per year after one fulll year with employer based on a 40 hour work week.

OVERTIME PAY

See (B, B2, F) on OVERTIME PAGE
Holidays are paid days off and are additional to above amounts.

HOLIDAY
Paid: See (5, 6, 8, 11, 16, 25) on HOLIDAY PAGE
Holidays that fall on Saturday are observed the previous Friday. Those that fall on Sunday are observed the next Monday.

1-32BJ

Guards, Watchmen 11/01/2011

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour:	7/1/2011
SECURITY GUARD (ARMED)	$27.50
SECURITY GUARD (UNARMED)	
0 - 6 months	$12.35
7 - 12 months	$12.85
13 - 18 months	$13.35
19 - 24 months	$13.85
more than 24 months	$14.35

All Time is considered as:
Months of employment shall be defined as an Employee's length of service with the Employer.

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
This is required in addition to the wage above:
Supplemental Benefits shall be paid for each hour paid, up to forty (40) paid hours per week.

Effective Period:	07/01/2011
Work more than 2 days a week	$ 3.92
Additional after 30 days with employer	.28
Additional after 2 years with employer	.36
Work less then 2 days per week after 30 days with employer	.28

Vacation

Months on payroll - Vacation with Pay

6	3 days
12	5 days
24	10 days
60	15 days
180	20 days
300	25 days

Sick Leave

Employees accrue paid sick leave at the rate of one (1) sick day for every six (6) months worked, up to a maximum of six (6) days a year.

OVERTIME PAY
Overtime - Armed and Unarmed

A guard who works a holiday is paid the regular rate plus receives the paid holiday.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular hourly rate after 40 hours in any work week.

HOLIDAY

Paid: See (5, 6, 25) on HOLIDAY PAGE

Paid Holidays (non-probationary)

Employee must work their last regularly scheduled day before and next regularly scheduled day after.

1-32 BJ

Broome County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Broome, Chemung, Chenango, Delaware, Schuyler, Steuben, Tioga, Tompkins

WAGES

Per hour:	07/01/11
	$15.96

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Cattaraugus County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Allegany, Cattaraugus, Chautauqua, Erie, Niagara

WAGES

Per hour:	07/01/11
	$14.00

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum
wage on city contract work, less than the minimum wage specified in such
local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Cayuga County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Cayuga, Cortland, Madison, Onondaga, Oswego

WAGES

Per hour:	07/01/11
	$13.56

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Chautauqua County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Allegany, Cattaraugus, Chautauqua, Erie, Niagara

WAGES

Per hour:	07/01/11
	$14.00

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Chemung County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Broome, Chemung, Chenango, Delaware, Schuyler, Steuben, Tioga, Tompkins

WAGES

Per hour:	07/01/11
	$15.96

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Chenango County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Broome, Chemung, Chenango, Delaware, Schuyler, Steuben, Tioga, Tompkins

WAGES

Per hour:	07/01/11
	$15.96

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Clinton County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, St. Lawrence

WAGES

Per hour:	07/01/11
	$13.38

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Columbia County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren, Washington

WAGES

Per hour:	07/01/11
	$13.93

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum
wage on city contract work, less than the minimum wage specified in such
local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Cortland County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Cayuga, Cortland, Madison, Onondaga, Oswego

WAGES

Per hour:	07/01/11
	$13.56

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Delaware County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Broome, Chemung, Chenango, Delaware, Schuyler, Steuben, Tioga, Tompkins

WAGES

Per hour:	07/01/11
	$15.96

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Dutchess County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

Per hour:	07/01/11
	$13.66

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Erie County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Allegany, Cattaraugus, Chautauqua, Erie, Niagara

WAGES

Per hour:	07/01/11
	$14.00

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Essex County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, St. Lawrence

WAGES

Per hour:	07/01/11
	$13.38

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Franklin County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, St. Lawrence

WAGES

Per hour:	07/01/11
	$13.38

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Fulton County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Fulton, Herkimer, Montgomery, Oneida, Otsego, Schoharie

WAGES

Per hour:	07/01/11
	$14.65

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Genesee County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates

WAGES

Per hour:	07/01/11
	$12.93

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum
wage on city contract work, less than the minimum wage specified in such
local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Greene County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren, Washington

WAGES

Per hour:	07/01/11
	$13.93

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum
wage on city contract work, less than the minimum wage specified in such
local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Hamilton County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, St. Lawrence

WAGES

Per hour:	07/01/11
	$13.38

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Herkimer County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Fulton, Herkimer, Montgomery, Oneida, Otsego, Schoharie

WAGES

Per hour:	07/01/11
	$14.65

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Jefferson County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, St. Lawrence

WAGES

Per hour:	07/01/11
	$13.38

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Kings County Article 9

Fire Safety Director - NYC Only **11/01/2011**

JOB DESCRIPTION Fire Safety Director - NYC Only **DISTRICT** 1

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

****IMPORTANT****
Fire Safety Director rates for use in NYC ONLY.

Office Building Class "A" (Over 280,000 square feet gross area)
Office Building Class "B" (Over 120,000 and less than 280,000 square feet gross area)
Office Building Class "C" (Less than 120,000 square feet gross area)

Wage Rate per Hour:	07/01/2011
Class A	$ 22.65*
Class B	22.62*
Class C	22.57*

*Additional lump-sum bonus of $500.00 per year.

NEW HIRE: May be paid a starting rate of eighty percent (80%) of the hourly rate published above. Upon completion of thirty (30) months of employment, the new hire shall be paid the full wage rate.
Any employee who was employed in the industry as of February 3, 1996 shall receive the full minimum rate from the date of hire.

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
This is an additional required amount.

All supplements start after 3 months.

Employees regularly scheduled more than 16 hours a week:
$ 6.37
Employees regularly scheduled more than 20 hours a week:
8.76

New hires regularly scheduled more than 20 hours a week
After 3rd month-12th month:
6.37
after 12th month-24th month:
8.44
after 24 months:
8.76

Vacation

Less than 6 months work	no vacation
6 months of work	three days
1 year of work	ten days
5 years of work	fifteen days
15 years of work	twenty days
21 years of work	twenty-one days
22 years of work	twenty-two days
23 years of work	twenty-three days
24 years of work	twenty-four days
25 years or more	twenty-five days

Plus 2 Personal Days per year.

Plus 10 Sick Days per year after one fulll year with employer based on a 40 hour work week.

OVERTIME PAY

See (B, B2, F) on OVERTIME PAGE
Holidays are paid days off and are additional to above amounts.

HOLIDAY
Paid: See (5, 6, 8, 11, 16, 25) on HOLIDAY PAGE
Holidays that fall on Saturday are observed the previous Friday. Those that fall on Sunday are observed the next Monday.

1-32BJ

Guards, Watchmen 11/01/2011

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour:	7/1/2011
SECURITY GUARD (ARMED)	$27.50
SECURITY GUARD (UNARMED)	
0 - 6 months	$12.35
7 - 12 months	$12.85
13 - 18 months	$13.35
19 - 24 months	$13.85
more than 24 months	$14.35

All Time is considered as:
Months of employment shall be defined as an Employee's length of service with the Employer.

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
This is required in addition to the wage above:
Supplemental Benefits shall be paid for each hour paid, up to forty (40) paid hours per week.

Effective Period:	07/01/2011
Work more than 2 days a week	$ 3.92
Additional after 30 days with employer	.28
Additional after 2 years with employer	.36
Work less then 2 days per week after 30 days with employer	.28

Vacation

Months on payroll - Vacation with Pay

6	3 days
12	5 days
24	10 days
60	15 days
180	20 days
300	25 days

Sick Leave

Employees accrue paid sick leave at the rate of one (1) sick day for every six (6) months worked, up to a maximum of six (6) days a year.

OVERTIME PAY
Overtime - Armed and Unarmed

A guard who works a holiday is paid the regular rate plus receives the paid holiday.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular hourly rate after 40 hours in any work week.

HOLIDAY

Paid: See (5, 6, 25) on HOLIDAY PAGE

Paid Holidays (non-probationary)

Employee must work their last regularly scheduled day before and next regularly scheduled day after.

1-32 BJ

Lewis County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, St. Lawrence

WAGES

Per hour:	07/01/11
	$13.38

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Livingston County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates

WAGES

Per hour:	07/01/11
	$12.93

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum
wage on city contract work, less than the minimum wage specified in such
local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Madison County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Cayuga, Cortland, Madison, Onondaga, Oswego

WAGES

Per hour:	07/01/11
	$13.56

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Monroe County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates

WAGES

Per hour:	07/01/11
	$12.93

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum
wage on city contract work, less than the minimum wage specified in such
local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Montgomery County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Fulton, Herkimer, Montgomery, Oneida, Otsego, Schoharie

WAGES

Per hour:	07/01/11
	$14.65

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Nassau County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per hour:	07/01/11
	$15.70

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

New York County Article 9

Fire Safety Director - NYC Only **11/01/2011**

JOB DESCRIPTION Fire Safety Director - NYC Only **DISTRICT** 1

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

****IMPORTANT****
Fire Safety Director rates for use in NYC ONLY.

Office Building Class "A" (Over 280,000 square feet gross area)
Office Building Class "B" (Over 120,000 and less than 280,000 square feet gross area)
Office Building Class "C" (Less than 120,000 square feet gross area)

Wage Rate per Hour:	07/01/2011
Class A	$ 22.65*
Class B	22.62*
Class C	22.57*

*Additional lump-sum bonus of $500.00 per year.

NEW HIRE: May be paid a starting rate of eighty percent (80%) of the hourly rate published above. Upon completion of thirty (30) months of employment, the new hire shall be paid the full wage rate.
Any employee who was employed in the industry as of February 3, 1996 shall receive the full minimum rate from the date of hire.

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
This is an additional required amount.

All supplements start after 3 months.

Employees regularly scheduled more than 16 hours a week:
$ 6.37
Employees regularly scheduled more than 20 hours a week:
8.76

New hires regularly scheduled more than 20 hours a week
After 3rd month-12th month:
6.37
after 12th month-24th month:
8.44
after 24 months:
8.76

Vacation

Less than 6 months work	no vacation
6 months of work	three days
1 year of work	ten days
5 years of work	fifteen days
15 years of work	twenty days
21 years of work	twenty-one days
22 years of work	twenty-two days
23 years of work	twenty-three days
24 years of work	twenty-four days
25 years or more	twenty-five days

Plus 2 Personal Days per year.

Plus 10 Sick Days per year after one fulll year with employer based on a 40 hour work week.

OVERTIME PAY

See (B, B2, F) on OVERTIME PAGE
Holidays are paid days off and are additional to above amounts.

HOLIDAY
Paid: See (5, 6, 8, 11, 16, 25) on HOLIDAY PAGE
Holidays that fall on Saturday are observed the previous Friday. Those that fall on Sunday are observed the next Monday.

1-32BJ

Guards, Watchmen 11/01/2011

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour:	7/1/2011
SECURITY GUARD (ARMED)	$27.50
SECURITY GUARD (UNARMED)	
0 - 6 months	$12.35
7 - 12 months	$12.85
13 - 18 months	$13.35
19 - 24 months	$13.85
more than 24 months	$14.35

All Time is considered as:
Months of employment shall be defined as an Employee's length of service with the Employer.

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
This is required in addition to the wage above:
Supplemental Benefits shall be paid for each hour paid, up to forty (40) paid hours per week.

Effective Period:	07/01/2011
Work more than 2 days a week	$ 3.92
Additional after 30 days with employer	.28
Additional after 2 years with employer	.36
Work less then 2 days per week after 30 days with employer	.28

Vacation

Months on payroll - Vacation with Pay

6	3 days
12	5 days
24	10 days
60	15 days
180	20 days
300	25 days

Sick Leave

Employees accrue paid sick leave at the rate of one (1) sick day for every six (6) months worked, up to a maximum of six (6) days a year.

OVERTIME PAY
Overtime - Armed and Unarmed

A guard who works a holiday is paid the regular rate plus receives the paid holiday.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular hourly rate after 40 hours in any work week.

HOLIDAY

Paid: See (5, 6, 25) on HOLIDAY PAGE

Paid Holidays (non-probationary)

Employee must work their last regularly scheduled day before and next regularly scheduled day after.

1-32 BJ

Niagara County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Allegany, Cattaraugus, Chautauqua, Erie, Niagara

WAGES

Per hour:	07/01/11
	$14.00

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Oneida County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Fulton, Herkimer, Montgomery, Oneida, Otsego, Schoharie

WAGES

Per hour:	07/01/11
	$14.65

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Onondaga County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Cayuga, Cortland, Madison, Onondaga, Oswego

WAGES

Per hour:	07/01/11
	$13.56

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Ontario County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates

WAGES

Per hour:	07/01/11
	$12.93

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum
wage on city contract work, less than the minimum wage specified in such
local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Orange County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

Per hour:	07/01/11
	$13.66

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Orleans County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates

WAGES

Per hour:	07/01/11
	$12.93

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum
wage on city contract work, less than the minimum wage specified in such
local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Oswego County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Cayuga, Cortland, Madison, Onondaga, Oswego

WAGES

Per hour:	07/01/11
	$13.56

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Otsego County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Fulton, Herkimer, Montgomery, Oneida, Otsego, Schoharie

WAGES

Per hour:	07/01/11
	$14.65

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Putnam County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

Per hour:	07/01/11
	$13.66

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Queens County Article 9

Fire Safety Director - NYC Only **11/01/2011**

JOB DESCRIPTION Fire Safety Director - NYC Only **DISTRICT** 1

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

****IMPORTANT****
Fire Safety Director rates for use in NYC ONLY.

Office Building Class "A" (Over 280,000 square feet gross area)
Office Building Class "B" (Over 120,000 and less than 280,000 square feet gross area)
Office Building Class "C" (Less than 120,000 square feet gross area)

Wage Rate per Hour:	07/01/2011
Class A	$ 22.65*
Class B	22.62*
Class C	22.57*

*Additional lump-sum bonus of $500.00 per year.

NEW HIRE: May be paid a starting rate of eighty percent (80%) of the hourly rate published above. Upon completion of thirty (30) months of employment, the new hire shall be paid the full wage rate.
Any employee who was employed in the industry as of February 3, 1996 shall receive the full minimum rate from the date of hire.

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
This is an additional required amount.

All supplements start after 3 months.

Employees regularly scheduled more than 16 hours a week:
$ 6.37
Employees regularly scheduled more than 20 hours a week:
8.76

New hires regularly scheduled more than 20 hours a week
After 3rd month-12th month:
6.37
after 12th month-24th month:
8.44
after 24 months:
8.76

Vacation

Less than 6 months work	no vacation
6 months of work	three days
1 year of work	ten days
5 years of work	fifteen days
15 years of work	twenty days
21 years of work	twenty-one days
22 years of work	twenty-two days
23 years of work	twenty-three days
24 years of work	twenty-four days
25 years or more	twenty-five days

Plus 2 Personal Days per year.

Plus 10 Sick Days per year after one fulll year with employer based on a 40 hour work week.

OVERTIME PAY

See (B, B2, F) on OVERTIME PAGE
Holidays are paid days off and are additional to above amounts.

HOLIDAY
Paid: See (5, 6, 8, 11, 16, 25) on HOLIDAY PAGE
Holidays that fall on Saturday are observed the previous Friday. Those that fall on Sunday are observed the next Monday.

1-32BJ

Guards, Watchmen 11/01/2011

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour:	7/1/2011
SECURITY GUARD (ARMED)	$27.50
SECURITY GUARD (UNARMED)	
0 - 6 months	$12.35
7 - 12 months	$12.85
13 - 18 months	$13.35
19 - 24 months	$13.85
more than 24 months	$14.35

All Time is considered as:
Months of employment shall be defined as an Employee's length of service with the Employer.

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
This is required in addition to the wage above:
Supplemental Benefits shall be paid for each hour paid, up to forty (40) paid hours per week.

Effective Period:	07/01/2011
Work more than 2 days a week	$ 3.92
Additional after 30 days with employer	.28
Additional after 2 years with employer	.36
Work less then 2 days per week after 30 days with employer	.28

Vacation

Months on payroll - Vacation with Pay

6	3 days
12	5 days
24	10 days
60	15 days
180	20 days
300	25 days

Sick Leave

Employees accrue paid sick leave at the rate of one (1) sick day for every six (6) months worked, up to a maximum of six (6) days a year.

OVERTIME PAY
Overtime - Armed and Unarmed

A guard who works a holiday is paid the regular rate plus receives the paid holiday.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular hourly rate after 40 hours in any work week.

HOLIDAY

Paid: See (5, 6, 25) on HOLIDAY PAGE

Paid Holidays (non-probationary)

Employee must work their last regularly scheduled day before and next regularly scheduled day after.

1-32 BJ

Rensselaer County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren, Washington

WAGES

Per hour:	07/01/11
	$13.93

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum
wage on city contract work, less than the minimum wage specified in such
local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Richmond County Article 9

Fire Safety Director - NYC Only **11/01/2011**

JOB DESCRIPTION Fire Safety Director - NYC Only **DISTRICT** 1

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

****IMPORTANT****
Fire Safety Director rates for use in NYC ONLY.

Office Building Class "A" (Over 280,000 square feet gross area)
Office Building Class "B" (Over 120,000 and less than 280,000 square feet gross area)
Office Building Class "C" (Less than 120,000 square feet gross area)

Wage Rate per Hour:	07/01/2011
Class A	$ 22.65*
Class B	22.62*
Class C	22.57*

*Additional lump-sum bonus of $500.00 per year.

NEW HIRE: May be paid a starting rate of eighty percent (80%) of the hourly rate published above. Upon completion of thirty (30) months of employment, the new hire shall be paid the full wage rate.
Any employee who was employed in the industry as of February 3, 1996 shall receive the full minimum rate from the date of hire.

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
This is an additional required amount.

All supplements start after 3 months.

Employees regularly scheduled more than 16 hours a week:
$ 6.37
Employees regularly scheduled more than 20 hours a week:
8.76

New hires regularly scheduled more than 20 hours a week
After 3rd month-12th month:
6.37
after 12th month-24th month:
8.44
after 24 months:
8.76

Vacation

Less than 6 months work	no vacation
6 months of work	three days
1 year of work	ten days
5 years of work	fifteen days
15 years of work	twenty days
21 years of work	twenty-one days
22 years of work	twenty-two days
23 years of work	twenty-three days
24 years of work	twenty-four days
25 years or more	twenty-five days

Plus 2 Personal Days per year.

Plus 10 Sick Days per year after one fulll year with employer based on a 40 hour work week.

OVERTIME PAY

See (B, B2, F) on OVERTIME PAGE
Holidays are paid days off and are additional to above amounts.

HOLIDAY
Paid: See (5, 6, 8, 11, 16, 25) on HOLIDAY PAGE
Holidays that fall on Saturday are observed the previous Friday. Those that fall on Sunday are observed the next Monday.

1-32BJ

Guards, Watchmen 11/01/2011

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour:	7/1/2011
SECURITY GUARD (ARMED)	$27.50
SECURITY GUARD (UNARMED)	
0 - 6 months	$12.35
7 - 12 months	$12.85
13 - 18 months	$13.35
19 - 24 months	$13.85
more than 24 months	$14.35

All Time is considered as:
Months of employment shall be defined as an Employee's length of service with the Employer.

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
This is required in addition to the wage above:
Supplemental Benefits shall be paid for each hour paid, up to forty (40) paid hours per week.

Effective Period:	07/01/2011
Work more than 2 days a week	$ 3.92
Additional after 30 days with employer	.28
Additional after 2 years with employer	.36
Work less then 2 days per week after 30 days with employer	.28

Vacation

Months on payroll - Vacation with Pay

6	3 days
12	5 days
24	10 days
60	15 days
180	20 days
300	25 days

Sick Leave

Employees accrue paid sick leave at the rate of one (1) sick day for every six (6) months worked, up to a maximum of six (6) days a year.

OVERTIME PAY
Overtime - Armed and Unarmed

A guard who works a holiday is paid the regular rate plus receives the paid holiday.

Overtime

Time and one half the regular rate after an 8 hour day.
Time and one half the regular hourly rate after 40 hours in any work week.

HOLIDAY

Paid: See (5, 6, 25) on HOLIDAY PAGE

Paid Holidays (non-probationary)

Employee must work their last regularly scheduled day before and next regularly scheduled day after.

1-32 BJ

Rockland County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

Per hour:	07/01/11
	$13.66

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Saratoga County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren, Washington

WAGES

Per hour:	07/01/11
	$13.93

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Schenectady County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren, Washington

WAGES

Per hour:	07/01/11
	$13.93

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum
wage on city contract work, less than the minimum wage specified in such
local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Schoharie County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Fulton, Herkimer, Montgomery, Oneida, Otsego, Schoharie

WAGES

Per hour:	07/01/11
	$14.65

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Schuyler County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Broome, Chemung, Chenango, Delaware, Schuyler, Steuben, Tioga, Tompkins

WAGES

Per hour:	07/01/11
	$15.96

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Seneca County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates

WAGES

Per hour:	07/01/11
	$12.93

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum
wage on city contract work, less than the minimum wage specified in such
local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

St. Lawrence County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, St. Lawrence

WAGES

Per hour:	07/01/11
	$13.38

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Steuben County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Broome, Chemung, Chenango, Delaware, Schuyler, Steuben, Tioga, Tompkins

WAGES

Per hour:	07/01/11
	$15.96

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Suffolk County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per hour:	07/01/11
	$15.70

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Sullivan County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

Per hour:	07/01/11
	$13.66

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Tioga County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Broome, Chemung, Chenango, Delaware, Schuyler, Steuben, Tioga, Tompkins

WAGES

Per hour:	07/01/11
	$15.96

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Tompkins County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Broome, Chemung, Chenango, Delaware, Schuyler, Steuben, Tioga, Tompkins

WAGES

Per hour:	07/01/11
	$15.96

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Ulster County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

Per hour:	07/01/11
	$13.66

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Warren County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren, Washington

WAGES

Per hour:	07/01/11
	$13.93

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum
wage on city contract work, less than the minimum wage specified in such
local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Washington County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren, Washington

WAGES

Per hour:	07/01/11
	$13.93

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum
wage on city contract work, less than the minimum wage specified in such
local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Wayne County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates

WAGES

Per hour:	07/01/11
	$12.93

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum
wage on city contract work, less than the minimum wage specified in such
local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Westchester County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

Per hour:	07/01/11
	$13.66

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Wyoming County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates

WAGES

Per hour:	07/01/11
	$12.93

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Yates County Article 9

Guards, Watchmen **11/01/2011**

JOB DESCRIPTION Guards, Watchmen **DISTRICT** 1

ENTIRE COUNTIES
Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates

WAGES

Per hour:	07/01/11
	$12.93

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum
wage on city contract work, less than the minimum wage specified in such
local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.75

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

(A)	Time and one half of the hourly rate after 7 hours per day
(AA)	Time and one half of the hourly rate after 7 and one half hours per day
(B)	Time and one half of the hourly rate after 8 hours per day
(B1)	Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
(B2)	Time and one half of the hourly rate after 40 hours per week
(C)	Double the hourly rate after 7 hours per day
(C1)	Double the hourly rate after 7 and one half hours per day
(D)	Double the hourly rate after 8 hours per day
(D1)	Double the hourly rate after 9 hours per day
(E)	Time and one half of the hourly rate on Saturday
(E1)	Time and one half 1st 4 hours on Saturday Double the hourly rate all additional Saturday hours
(E3)	Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
(E2)	Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E4)	Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(F)	Time and one half of the hourly rate on Saturday and Sunday
(G)	Time and one half of the hourly rate on Saturday and Holidays
(H)	Time and one half of the hourly rate on Saturday, Sunday, and Holidays
(I)	Time and one half of the hourly rate on Sunday
(J)	Time and one half of the hourly rate on Sunday and Holidays
(K)	Time and one half of the hourly rate on Holidays
(L)	Double the hourly rate on Saturday
(M)	Double the hourly rate on Saturday and Sunday
(N)	Double the hourly rate on Saturday and Holidays
(O)	Double the hourly rate on Saturday, Sunday, and Holidays
(P)	Double the hourly rate on Sunday
(Q)	Double the hourly rate on Sunday and Holidays
(R)	Double the hourly rate on Holidays
(S)	Two and one half times the hourly rate for Holidays, if worked
(S1)	Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
(T)	Triple the hourly rate for Holidays, if worked

(U) Four times the hourly rate for Holidays, if worked

(V) Including benefits at SAME PREMIUM as shown for overtime

(W) Time and one half for benefits on all overtime hours.

NOTE:BENEFITS are PER HOUR WORKED,for each hour worked, unless otherwise noted

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

(1)	None
(2)	Labor Day
(3)	Memorial Day and Labor Day
(4)	Memorial Day and July 4th
(5)	Memorial Day, July 4th, and Labor Day
(6)	New Year's, Thanksgiving, and Christmas
(7)	Lincoln's Birthday, Washington's Birthday, and Veterans Day
(8)	Good Friday
(9)	Lincoln's Birthday
(10)	Washington's Birthday
(11)	Columbus Day
(12)	Election Day
(13)	Presidential Election Day
(14)	1/2 Day on Presidential Election Day
(15)	Veterans Day
(16)	Day after Thanksgiving
(17)	July 4th
(18)	1/2 Day before Christmas
(19)	1/2 Day before New Years
(20)	Thanksgiving
(21)	New Year's Day
(22)	Christmas
(23)	Day before Christmas
(24)	Day before New Year's
(25)	Presidents' Day
(26)	Martin Luther King, Jr. Day
(27)	Memorial Day

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By: (Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ( ) Fax: ( )
E-Mail:

2. NY State Units (see Item 5)

- ☐ 01 DOT
- ☐ 02 OGS
- ☐ 03 Dormitory Authority
- ☐ 04 State University Construction Fund
- ☐ 05 Mental Hygiene Facilities Corp.
- ☐ 06 OTHER N.Y. STATE UNIT
- ☐ 07 City
- ☐ 08 Local School District
- ☐ 09 Special Local District, i.e., Fire, Sewer, Water District
- ☐ 1O Village
- ☐ 11 Town
- ☐ 12 County
- ☐ 13 Other Non-N.Y. State (Describe)

3. SEND REPLY TO (☐ check if new or change)
Name and complete address:

Telephone:( ) Fax: ( )
E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

- ☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

- ☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

- ☐ 1. New Building
- ☐ 2. Addition to Existing Structure
- ☐ 3. Heavy and Highway Construction (New and Repair)
- ☐ 4. New Sewer or Waterline
- ☐ 5. Other New Construction (Explain)
- ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
- ☐ 7. Demolition
- ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature

SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS

NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements

NOTE: The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = NYS Dept. of Labor; NYC = New York City Comptroller's Office; AG = NYS Attorney General's Office; DA = County District Attorney's Office.

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

https://dbr.labor.state.ny.us/EDList/searchPage.do

NYSDOL Bureau of Public Work Debarment List 11/21/2011

Article 9

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****8954	AMERICAN INDUSTRIAL CLEANING CO INC		10 CHELSEA PLACE GREAT NECK NY 11021	02/17/2011	02/17/2016
DOL	DOL		EMMANUEL ODIGIE		837 OUTLOOK AVENUE WEST BABYLON NY 11704	09/10/2010	09/10/2015
DOL	NYC	*****8356	JETSTREAM MAINTENANCE CORP		7156 ROCKAWAY BLVD WOODHAVEN NY 11421	04/28/2011	04/28/2016
DOL	DOL		MYRON STEMPA		10 CHELSEA PLACE GREAT NECK NY 11021	02/17/2011	02/17/2016
DOL	DOL	*****0817	NORTH EAST SECURITY GUARD SERVICE INC		837 OUTLOOK AVENUE WEST BABYLON NY 11704	09/10/2010	09/20/2015
DOL	NYC		SAE KEON WON		7156 ROCKAWAY BLVD WOODHAVEN NY 11421	04/28/2011	04/28/2016
DOL	NYC	*****8212	VELOX CLEANING CORP		32 ESSEX LANE WILLINGBORO NJ 08046	07/09/2010	07/09/2015