

**AGREEMENT BETWEEN
CITY OF SARATOGA SPRINGS, NY
AND**

Andrews Technology HMS, Inc.

This Agreement ("Agreement") is made by and between the City of Saratoga Springs, NY (the "City") with a place of business at 474 Broadway, Saratoga Springs, NY 12866, and Andrews Technology HMS, Inc. (the "Consultant") with a place of business at 1213 Culbreth Drive, Suite 126, Wilmington, NC 28405.

WITNESSETH THAT:

WHEREAS, the City has requested a quotation for Time and Attendance System and the Consultant has submitted a proposal in response to RFP 2015-27; and the Consultant is trained and proficient in the field of time and attendance systems;

NOW, THEREFORE, in consideration of the mutual promises, responsibilities and covenants set forth herein, the City and the Consultant hereby agree as follows:

1. SCOPE OF AGREEMENT

In response to a request for a pricing proposal requested by the City for an automated time and attendance system, the Consultant submitted a proposal dated August 18, 2015 (the "Proposal"), which are attached hereto as Exhibit A and made a part hereof. The Consultant shall provide to the City the products and services set forth therein for the "Customer Hosted" proposal, with the following exceptions: quantity of terminals purchased is decreased to 10; quantity of employees is increased to up to 600; terms regarding payment are revised to 50% upon execution, 25% upon installation, and 25% upon acceptance. The Consultant assumes full responsibility for the provision of the products and services made available in this Agreement. The Consultant shall be so liable even when the Consultant subcontracts the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City.

2. CONSULTANT RESPONSIBILITIES

The Consultant shall provide services as outlined in the proposals dated August 18, 2015 as marked.

3. CONSULTANT DISCLOSURE

The requirements of New York State Finance Law Sections 8 and 163 regarding Consultant Disclosure are hereby incorporated into this Agreement.

4. FEES

The costs, fees and disbursements associated with the provision of products and services by the Consultant shall be determined in accordance with the terms and provisions of Exhibit A, with the exceptions described in Section 1. Scope of Agreement, not to exceed seventy four thousand six hundred ninety dollars (\$74,690) including one-time implementation fees, a copy of which is annexed hereto and made a part hereof. No City employee, including the Project Manager named in Section 8 has the authority to request that the Consultant perform any additional work beyond the work authorized or described herein or to incur additional expenses above the amount set forth in Exhibit A of this Agreement.

5. TERM

The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. The Consultant and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and for any reason by mailing written notice to the Consultant at least thirty (30) days prior to such termination date.

The City reserves the right to terminate this Agreement in the event it is found that either of the certifications filed by the Consultant in accordance with New York State Finance Law Section 139-k was intentionally false or intentionally incomplete. Upon such finding, the City may exercise its termination right by providing written notification to the Consultant in accordance with the provisions of Section 8 herein.

The City shall not incur any costs if it terminates this Agreement, other than those otherwise due to the Consultant for products delivered and services rendered by the Consultant pursuant to the terms and provisions of this Agreement at the time of such termination. Upon any termination, the Consultant shall only be entitled to compensation for products delivered and services rendered up to the date of termination.

In addition, in the event of any violation by the Consultant of any of the terms of this Agreement, the City may terminate the Agreement without notice and with compensation to the Consultant for fees and expenses rendered only to the date of termination. Any breach of any of the terms of this Agreement by the Consultant will result in immediate and irreparable injury to the City and will authorize recourse to injunction and/or other specific performance as well as to all other legal or equitable remedies to which the City may be entitled.

6. EFFECTIVE DATE

This Agreement shall have no force and effect until approved by the City Council of the City of Saratoga Springs, NY.

7. BILLING

The Consultant shall provide itemized statements monthly to be reviewed and approved by the City. Invoices must be submitted to: City of Saratoga Springs, NY, Attn. Purchasing Agent, 474 Broadway, Saratoga Springs, NY 12866. Payment by the City will be made in accordance with the State Finance Law, upon receipt of such statements and upon approval by the City. No City employee, including the Project Manager named in Section 8 has the authority to request that the Consultant perform any additional work beyond the work authorized or described herein or to incur additional expenses above the amount set forth in Exhibit A of this Agreement.

8. NOTICE

The Commissioner of Finance is the project manager and shall represent the City in all matters affecting the delivery of products and services. The project manager for the Consultant is Jamie Blundell.

Any notice, request, demand, or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

To the City: Commissioner of Finance
City of Saratoga Springs
474 Broadway, Saratoga Springs, NY 12866

With a copy to: Secretary to the City Council
City of Saratoga Springs
474 Broadway, Saratoga Springs, NY 12866

To Consultant: Jamie Blundell, Vice President of Sales
1213 Culbreth Drive Suite 126
Wilmington, NC 28405

Either party may designate another or further address by notice given in accordance herewith.

9. CONFIDENTIAL INFORMATION

In connection with the provision of products and/or services to the City by Consultant, the City may disclose to Consultant information that is proprietary or confidential information. Any and all City communications, records, documents, written, oral or electronic communication or other information of any kind shall be deemed and treated as confidential by the Consultant. The Consultant shall not copy, transmit, deliver or communicate in any way to any other person or entity any such communications and/or information without the prior written consent of the City. The Consultant agrees to use such confidential information solely for the purpose of performing services hereunder for the City.

The term "confidential information" does not include information that (i) is or becomes generally available to the public other than as a result of disclosure by the Consultant, (ii) is or becomes available to the Consultant on a non-confidential basis from sources other than the City, provided that such source is not bound by a written confidentiality agreement with the City, or (iii) was lawfully within the Consultant's possession prior to its being furnished to the Consultant by the City, provided that the source of such information was not bound by a written confidentiality agreement with the City, or (iv) is required under applicable law or by deposition, interrogatory, request or demand for information or documents, subpoena, investigative demand, court order or other similar legal process. In such cases the Consultant shall provide the City with written notice that such information is not deemed confidential. Such notice shall provide the City sufficient time to seek a protective order or other legal remedy.

All written confidential information (and all copies, extracts or other reproductions in whole or in part thereof) obtained by the Consultant from the City shall be returned to the City and have the status of City work papers (or, with the City's written permission, shall be destroyed and such destruction certified in writing to the City by an authorized Consultant representative supervising such destruction). Except as set forth herein, no confidential information shall be retained by the Consultant. The Consultant shall be permitted to retain one copy of internal memoranda and other documents, developed by the Consultant during the term of this Agreement, which contain or refer to confidential information, subject to the confidentiality provisions of this paragraph.

Nothing in this section shall be construed to alter the Consultant's responsibilities under any applicable State Law. Since monetary damages may not be a sufficient remedy with respect to any violation of this section, the City shall be entitled to specific performance and injunctive relief, in addition to any other remedy.

10. CITY PROPERTY

All information and materials received hereunder by the Consultant from the City are and shall remain the sole and exclusive property of the City and the Consultant shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Consultant. All Intellectual property, created by the Consultant hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. The Consultant hereby transfers and assigns to the City all proprietary and intellectual property rights in such property.

Effective upon their creation pursuant to Section 2 of this Agreement, the Consultant conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Consultant 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 the Consultant, its agents, employees, or subcontractors. Nothing herein shall preclude the Consultant from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Consultant's business.

The Consultant grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Consultant under this Agreement. Any written reports, opinions and advice rendered by the Consultant shall become the sole and exclusive property of the City, and the Consultant shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Consultant.

11. RETENTION OF RECORDS

The Consultant shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Consultant for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.

12. CONFLICTS OF INTEREST

The Consultant represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.

13. PUBLICITY

The Consultant shall not prepare or release, or cause to be prepared or released, any public notice or announcement concerning this Agreement or performance hereunder. Public notice or announcement includes, but is not limited to, notices published on or in connection with the Consultant's website. The Consultant shall not plan, conduct, or cause to be planned or conducted, or take part in, any news or other conference concerning this Agreement, or work performed pursuant to it, without the City's prior written approval. The Consultant shall not make public or publicize its relation with the City, nor use the City's name, without the City's prior written approval.

14. RELATIONSHIP

No staff member, officer, director or person employed by the Consultant in connection with this Agreement shall be considered or deemed to be an employee of the City of Saratoga Springs, NY or represent him or herself as an employee of the City of Saratoga Springs, NY.

15. INSURANCE

All insurance policies required under this Agreement shall be issued by insurance companies authorized to conduct business under the laws of the State of New York. They shall be written for the benefit of the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents, employees and for the Consultant. Said policies shall be effective until all work required or contemplated by the Agreement has been completed. Policies expiring on a fixed date before completion of the Consultant's duties under this Agreement must be renewed not less than 30 days before such expiration date. No policy shall be changed by endorsement without the knowledge and the written consent of the City and, in particular, any notice of cancellation by the insurer shall not be effective until 30 days after the said notice is actually received by the City. Any notice addressed to the City shall be mailed via certified or registered mail to the address set forth herein. The Consultant acknowledges that failure to obtain such insurance on behalf of the City constitutes a material breach of contract and subjects it to liability for damages indemnification and all other legal remedies available to the City.

In the event the Consultant utilizes a subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Consultant. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an ***Additional Insured on a primary and non-contributory basis*** for all those activities performed within its contracted activities for the contract as executed.

Before commencing work under this Agreement, the Consultant shall furnish to the City a certificate of insurance naming: the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents and employees as an additional insured on a primary and non-contributory basis. Failure to object to the contents of the certificate of insurance or the absence of same shall not be deemed a waiver of any and all rights held by the City. Such certificate shall be on forms acceptable to the City's Office of Risk and Safety Management showing that the Consultant has complied with these requirements. In addition, for policies expiring on a fixed date before completion of the Project, certificates showing renewal must be filed not less than 30 days before such expiration date.

It shall be an affirmative obligation of the Consultant to advise the City's Office of Risk and Safety at Fax No. 518.693.4070, e-mail Marilyn.Rivers@Saratoga-Springs.org or mail via Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.

The Consultant shall procure and maintain during the term of this contract, at the Consultant's expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits. The Consultant shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Consultant. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Consultant may utilize umbrella/excess liability coverage to achieve the limits required hereunder, such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Consultant fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: immediate termination of the contract; withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

Required Property and Casualty Insurance - Minimum coverage types and amounts:

- **Commercial General Liability Including Completed Products and Operations and Personal Liability Insurance:** One Million Dollars per Occurrence with Two Million Dollars Aggregate
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles
- **Excess Liability Insurance:** Three Million Dollars per Occurrence Aggregate
- **Professional Liability Insurance:** One Million per Claims with Two Million Aggregate

Required Workers Compensation Insurance - Minimum coverage types and amounts:

- NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance

16. LIABILITY

The Consultant assumes all risks in the performance of all its activities authorized by this Agreement. The Consultant hereby covenants and agrees to defend, indemnify and hold harmless the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents, employees and assigns against all liabilities, claims, suits, actions, judgments, costs, expenses, demands, losses, damage or injury, arising out of this agreement, of whatsoever kind and nature including death or injury to person, damage or loss of property, all attorneys' fees and other costs of investigating and defending against such claims, liabilities, losses, damages, expenses, accidents or occurrences. The Consultant shall be responsible for such liabilities that arise at any time prior to termination of this Agreement, whether direct or indirect, and whether caused or contributed to by the Consultant, its Consultants, subcontractors, agents, or employees. The Consultant's responsibility under this section shall not be limited to the required or available insurance coverage.

17. FORCE MAJEURE

Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.

18. WAIVER

No failure or delay on the part of the City in exercising any right, power or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any such right, power or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party at law or in equity or otherwise.

19. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.

20. BINDING AGREEMENT

The covenants and agreements contained in this Agreement shall be binding upon the parties hereto and upon their respective executors, administrators, legal representatives, heirs, successors, distributees and assigns. The rights or obligations granted or allocated to the Consultant herein may not be assigned without the prior written consent of the City.

21. ASSIGNMENT

The Consultant shall not, without the prior written consent of the City, assign, transfer, convey, or otherwise dispose of this Agreement, or any part thereof, or of its right, title, or interest therein or its power to execute this Agreement or any amendment or modifications hereto to any other person, company, or corporation.

22. SEVERABILITY

In the event any provision of this Agreement is determined to be contrary to law or unenforceable for any reason whatsoever, such determination shall not in any way affect the validity or enforceability of the balance of this Agreement or any other term or condition hereof.

23. WAIVER OF IMMUNITY CLAUSE

Upon refusal of a representative of our firm, when called before a grand jury, to testify concerning any transaction or contract with the City of Saratoga Springs, NY or to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transactions or contracts: Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that; any and all contracts made with any municipal corporation or any public department, agency or official thereof, with any fire district or any agency or official thereof; by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the City without incurring any penalty or damages on account of such cancellation or termination, buy any monies owing by the City for goods delivered or work done prior to the cancellation or termination shall be paid.

24. NON-COLLUSIVE BIDDING CERTIFICATION: Section 103-d of General Municipal Law

By submission of this quotation, the Consultant and each person signing on behalf of any Consultant certifies, and, in case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief: The prices in this quotation have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Consultant or with any competitor; and unless otherwise required by law, the prices which have been quoted in this quotation have not been knowingly disclosed by the Consultant and will not knowingly be disclosed by the Consultant prior to opening, directly or indirectly, to any other Consultant or to any competitor; and no attempt has been made or will be made by the Consultant to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

25. APPENDICES

The Consultant, its subcontractors, vendors and agents shall comply with the terms of the following Appendices which are attached to this Agreement are incorporated by reference herein and which shall be made a part of this Agreement:

Appendix A: Vendor/Supplier Code of Conduct

The following are attached to this Agreement for reference purposes:

Exhibit A: Proposals dated August 18, 2015

26. EXECUTION

This Agreement may be executed in separate counterparts, which together shall constitute the Agreement of the parties, provided that all of the parties to this Agreement have executed their respective copy of this Agreement.

City Certification: In addition to the acceptance of this Agreement, I certify that original copies of this signature page will be attached to all other exact copies of this Agreement.

Consultant Certification: In addition to the acceptance of this Agreement, I certify that all information provided to the City with respect to New York State Finance Law Section 139-k is complete, true and accurate.

CITY
Signature: [Signature]
Date: 12/3/15
Print Name: Joanne D. Yepsen
Title: Mayor

CONSULTANT
Signature: [Signature]
Date: 11/12/15
Print Name: ANDREW R. BRUNDAGE
Title: PRES.

City Council Approval Date: 12/1/15

PER COUNCIL APPROVAL
12-1-15

CORPORATE ACKNOWLEDGMENT

North Carolina
STATE OF NEW YORK)

SS:

COUNTY OF NEW HAMPSHIRE)

ON THIS 12 DAY OF November 20 15 BEFORE ME PERSONALLY CAME
Andrew Brundage TO ME KNOWN, WHO BEING DULY SWORN, DID DEPOSE AND SAY
THAT HE/SHE RESIDES IN Wilmington NC THAT HE/SHE IS THE
PRESIDENT OF THE ANDREW TECHNOLOGY INC, LLC
EXECUTED THE FOREGOING INSTRUMENT; THAT HE/SHE KNEW THE SEAL OF SAID CORPORATION; THAT
THE SEAL AFFIXED TO SAID INSTRUMENT WAS SUCH CORPORATE SEAL; THAT IT WAS SO AFFIXED BY THE
ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THAT HE/SHE SIGNED HIS NAME
THERETO BY LIKE ORDER.

[Signature] Notary

Comm exp 5/2/2019

City Saratoga Springs Contract 11/17/15

NOTARY PUBLIC

APPENDIX A

City of Saratoga Springs, NY
Time and Attendance RFP #2015-27

RFP Opening: Tuesday August 18, 2015 2:00 p.m.



Vendor/Supplier Code of Conduct

The City of Saratoga Springs is committed to conduct business in a lawful, ethical and moral manner and expects the same standards from vendors/suppliers that the City conducts business with. The City requires that all vendors/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its' rights to terminate its' business relationship with vendors/suppliers. Vendors/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all vendors/suppliers meet the following standards:

- **Legal:** Vendors/suppliers and their subcontractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- The City expects vendors/suppliers to respect the City's rules and procedures.
- **Conflict of Interest:** The vendor/supplier represents and warrants that it has no conflict, actual or perceived, that would prevent it from doing business with the City of Saratoga Springs.
- **Wages & Benefits:** Vendors/suppliers will set working hours, wages, and NYS statutory benefits and overtime pay in compliance with all applicable laws and regulations. Where applicable, as defined by NYS Labor Law, the vendor/supplier must comply with prevailing wage rates.
- **Health & Safety:** Vendors/suppliers and their subcontractors shall provide workers with a safe and healthy work environment that complies with local, state and federal health and safety laws.
- **Discrimination:** No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- **Working conditions:** Vendors/suppliers must treat all workers with respect and dignity and provide them with a safe and healthy environment.
- **Right to organize:** Employees of the vendor/supplier should have the right to decide whether they want collective bargaining.
- **Subcontractors:** Vendors/suppliers shall ensure that subcontractors shall operate in a manner consistent with this Code.
- **Protection of the Environment:** Vendors/suppliers shall comply with all applicable environmental laws and regulations. Vendors/suppliers shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, vendors/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

Vendor Acknowledgement

The undersigned vendor/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor/Supplier Code of Conduct and agrees that any and all of its facilities and subcontractors doing business with the City will receive the Code and will abide by each and every term therein.

Vendor/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

Signature: Janie Blundell

Printed name: JAMIE BLUNDELL

Title: VP of SALES

Date: 8/11/2015

Company Name: ANDREWS TECHNOLOGY HTMS, INC

EXHIBIT A

NOVAtime[®] Enterprise Edition

SCALABLE

RELIABLE

FLEXIBLE



The Complete Time and Attendance / Workforce
Management Solution for Any Organization

NOVAtime[®]
FEEL THE POWER



Cover Letter
Novatime Web-Based System

August 18, 2015
Ms. Stefanie Richards
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY 12866

Dear Ms. Richards:

By way of brief introduction, Andrews Technology was organized in 2000 and we have been providing and supporting the Novatime system since that point in time. Novatime has over 20,000 customers; supported by 50 independently owned offices throughout the country. We are Novatime's largest office; supporting over 3,000 customers throughout the country. We have over 1000 technicians at our disposal nationwide to ensure the highest levels of support for the City.

Andrews Technology focuses on selling, installing, and supporting, the Novatime Time & Attendance system. We specialize in Cities, Towns, and Schools that need integration between Time & Attendance and Munis. One of our clients, The City of Norwalk, who also has Munis, recently selected Andrews Technology for their Time and Attendance needs. The City of Norwalk is now expanding their system and implementing it in the Norwalk Board of Education. Please see the "Reference Section" for a full list of references we have provided along with the details for each project.

Andrews Technology has offices located in NY, NJ, CT, NC, CA, FL and AZ. Our main office is located at 1213 Culbreth Drive, Wilmington, NC 28405. Jamie Blundell, Vice President, is authorized to represent Andrews Technology in any negotiations and is legally authorized to sign any contract that may result. The contact information for Jamie Blundell is, mail: Jamie@andrewstechnology.net Phone: 516-592-0885. Fax: 516-674-8119

Meetings with the City will be done by a combination of onsite, phone, and webex. The Technical Staff responsible for the City of Saratoga Springs will consist of Jim Nowotny, Senior Technician, and Dave Robinson, Chief Technology Officer. Dave and Jim are both certified Novatime technicians with 18+ years' experience in the Time & Attendance industry. It is our understanding that City of Saratoga Springs is looking to automate Time & Attendance for their 500 employees. It is also apparent that interfacing with Munis is extremely important to the City. Andrews Technology is capable of meeting all the requirements listed in the City's RFP and is willing to enter into a contract with the City based on the General Terms and Conditions listed in the RFP.

References & Industry Standing

Andrews Technology has a significant number of Cities, Towns, Counties, and Schools currently using the Novatime System. Several examples include:

- | | |
|---|--|
| • City of Norwalk – CT (uses Munis) | City of West Haven – CT (uses Munis) |
| • Town of East Hartford – CT (uses Munis) | Town of East Hampton – NY (uses Munis) |
| • Town of Huntington – NY (uses Munis) | City of Gallatin – TN (uses Munis) |
| • Beaufort County- SC (uses Munis) | Town of Wakefield – MA (uses Munis) |
| • Town of Vernon - CT (uses Munis) | Town of Medway- MA (uses Munis) |
| • Town of Leesburg – VA (uses Munis) | Town of Oro Valley – AZ (uses Munis) |

Please feel free to contact us directly to answer any questions that you may have as you review this proposal. Thank you for the opportunity to be of service.

Sincerely,

Andrew R. Blundell
President
1213 Culbreth Drive, Wilmington, NC 28405
www.andrewstechnology.net

(800) 319-8096
(516) 674-8119 (Fax)



Executive Summary
Novatime Web-Based System

August 18, 2015

Ms. Stefanie Richards
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY 12866

Dear Ms. Richards:

The following represents an overview of our offering. Please see attached "Statement of Work" for more detail.

Proposed Approach

Upon project approval, both teams would meet for an Installation Planning Session. It is at this meeting where the scope of the project is defined and target dates are agreed upon. This includes a target "go-live" date, installation and training dates. Tasks will be assigned including definition of payroll rules and regulations. These are provided to us via a questionnaire that will be completed by City of Saratoga Springs with our assistance.

We will also discuss site installation requirements. At the end of the meeting all attendees will be provided a complete planning document that both teams will use to ensure a timely and successful implementation.

Pricing

Please see the Andrews Technology purchase order form located in the "Cost Proposal" section for Novatime System costs. Pricing reflects a turn-key solution including software licenses to track up to 500 employees, 20 biometric terminals, on-site installation, unlimited training for all managers/supervisors/administrators, and 12 months of annual maintenance.

A bi-directional interface to Munis has been included with our response. Munis payroll is one of over 300 applications that Novatime has an existing interface with. Andrews Technology has experience interfacing with Munis. In fact most of our references included with our response use Munis for payroll alongside Novatime for Time & Attendance. As such, the interface between Novatime and Munis has been included at no cost, and is 100% guaranteed.

Please note that we provide unlimited on-site/web training for the life of the installation at no additional charge.

Recommended Data Collection

Regarding data collection options we have quoted on 20 NT7000 Biometric Finger Terminals. The NT7000 has several desirable features, including: a camera that will take a picture of employees when they punch in/out, the ability to request time off right from clock, multi-language, Wireless and Power Over Ethernet compatible. The NT7000 is our most popular terminal providing employees with self-service features right at the clock. Through the NT7000 employees can:

- View Time Sheet details
- View Schedules
- View Status of accruals.
- Electronically request time off (request is forwarded to a defined supervisor for approval).
- Change jobs/departments/cost centers, etc.

Also included with our response is Employee Web Services (PC Entry & Smart Phone). EWS serves as a method for employees to punch in/out at a PC or Smart Phone. In addition to allowing employees to punch in/out from a PC or Smart Phone, EWS is also a self-service module for the employees. EWS allows employees right at a PC or Smart Phone to:

- View Time Sheet Details
- View Schedules
- View Status of Accruals
- Electronically request time off (request is forwarded to a defined supervisor for approval).
- Change jobs/departments/cost centers, etc.



Training

Andrews Technology will provide unlimited training for the life of the installation of the Novatime Web-Based System. This training will be provided at no charge to the City of Saratoga Springs. This training will be at the discretion of the customer. It is available on-site, via the web and/or train the trainer.

We expect to train administrators, supervisors and IT staff. For planning purposes, administrator training takes a day. "Refresher" classes are available free of charge as required. Supervisor training usually take two hours. The same policy regarding free refresher courses also applies to supervisors.

Maintenance and Support

We only offer "Gold Support". Maintenance is available through your assigned support team or our toll free customer support center twenty-four hours-a-day; seven days-a-week. Any phone call received at our toll free support center is guaranteed to be responded to immediately.

Software is updated with enhancements and fixes semi-annually. All software updates are included free of charge with Annual Maintenance. Updates are installed remotely upon the approval of the customer. As long as the customer pays their annual maintenance fee, all software updates, phone support, on-line support, on-site support and machine replacement are covered at no charge.

Any hardware failure is resolved by complete machine replacement. We do not waste time looking to replace parts. Any machine that requires replacement will be replaced no later than the following morning.

All support on the Novatime Software will be the responsibility of Andrews Technology. We do not outsource any of our support. Support will be available 24-7-365 and will always be from a certified Novatime technician, and a direct employee of Andrews Technology.

Authorized Representative and Management Team

Andrew R. Blundell (President) is authorized by the Board of Directors to enter into any and all negotiations with the City of Saratoga Springs. Your Andrews Technology/Novatime Management team consists of:

Gil Honeycutt – Chief Operating Officer (15 years experience) gil@andrewstechnology.net
Dave Robinson – Chief Technology Officer (18 years experience) dave@andrewstechnology.net
Jim Nowotny – Senior Technician (18 years experience) jim@andrewstechnology.net
Tom Pyatt – Senior Technician (16 years experience) tom@andrewstechnology.net
Jamie Blundell – Vice President (7 Years experience) jamie@andrewstechnology.net

Thank you again for the opportunity to respond. If you have any questions regarding our responses, please do not hesitate to contact us at (888) 357-7299 or me directly at (516) 697-3966 or ablundell@andrewstechnology.net

Sincerely,

A handwritten signature in dark ink, appearing to read "A. R. Blundell", written in a cursive style.

Andrew R. Blundell
President



References
Novatime Web-Based System

August 18, 2015

Ms. Stefanie Richards
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY 12866

Dear Ms. Richards:

Andrews Technology specializes in Government installations, specifically, Cities, Counties and Towns. We have over 300 Government customers nationwide. The following section provides 6 Cities/Counties/Town references for the City of Saratoga Springs to contact if there are any questions about the Novatime system, the integration with Munis, or about Andrews Technology in regards to implementation, training or support.

Also attached in this section is our BuyerZone Rating Sheet. Buyerzone is a 3rd party company used for leads by many Time and Attendance companies throughout the country. Andrews Technology is proud to hold the highest BuyerZone rating out of any Time & Attendance vendor in the country for our Time & Attendance products and services.

Please feel free to contact us directly to answer any questions that you may have as you review this proposal. Thank you for the opportunity to be of service.

Sincerely,

A handwritten signature in black ink, appearing to read "A. R. Blundell", written over a horizontal line.

Andrew R. Blundell
President

SUMMARY OF RELEVANT EXPERIENCE

| ITEM | PROPOSER RESPONSE |
|---|--|
| PROPOSER NAME: | Andrews Technology HMS, Inc. |
| CLIENT FOR WHOM SERVICES WERE PERFORMED: | Town of Leesburg |
| CONTACT NAME: | Kate Trask |
| PHONE NUMBER: | 703-737-7144 |
| E-MAIL: | <u>ktrask@leesburgva.gov</u> |
| NATURE OF CLIENT'S BUSINESS: | Town |
| DATES OF SERVICE | December 2014 to present |
| APPROXIMATE # OF EMPLOYEES | 500 |
| QTY & TYPE OF DATA COLLECTION | 6 x NT7000 Biometric Finger Terminals. Employee Web Services (PC Entry & Smart Phone) |
| CLIENT COMPLEXITY | Hosted by Novatime. Unions; Multiple complex rules, Use MUNIS for Payroll. Interface between Novatime & Munis |
| COMPLETED ON TIME ON BUDGET? | ON TIME & ON BUDGET Andrews Technology Never Charges Overages |
| GROSS COST | \$50,000 |

SUMMARY OF RELEVANT EXPERIENCE

| ITEM | PROPOSER RESPONSE |
|---|---|
| PROPOSER NAME: | Andrews Technology HMS, Inc. |
| CLIENT FOR WHOM SERVICES WERE PERFORMED: | Town of East Hartford |
| CONTACT NAME: | Linda Trzetziak |
| PHONE NUMBER: | 860-291-7245 |
| E-MAIL: | ltrzetzia@easthartfordct.gov |
| NATURE OF CLIENT'S BUSINESS: | Town |
| DATES OF SERVICE | April 2013 to present |
| APPROXIMATE # OF EMPLOYEES | 200 |
| QTY & TYPE OF DATA COLLECTION | 5 x NT6500 Barcode Terminals w/ POE |
| CLIENT COMPLEXITY | Customer Hosted. Unions; Multiple complex rules, Use MUNIS for Payroll. Interface between Novatime & Munis |
| COMPLETED ON TIME ON BUDGET? | ON TIME & ON BUDGET Andrews Technology Never Charges Overages |
| GROSS COST | \$30,000 |

SUMMARY OF RELEVANT EXPERIENCE

| ITEM | PROPOSER RESPONSE |
|---|--|
| PROPOSER NAME: | Andrews Technology HMS, Inc. |
| CLIENT FOR WHOM SERVICES WERE PERFORMED: | City of West Haven 355 Main Street, West Haven CT 06516 |
| CONTACT NAME: | Debbie Skeritt |
| PHONE NUMBER: | 203-937-3608 |
| E-MAIL: | <u>Debbie Skeritt@cityofwesthaven.com</u> |
| NATURE OF CLIENT'S BUSINESS: | City |
| DATES OF SERVICE | May 2012 to present |
| APPROXIMATE # OF EMPLOYEES | 500 |
| QTY & TYPE OF DATA COLLECTION | 16 x NT6500 Biometric Finger Terminal w/ POE |
| CLIENT COMPLEXITY | Hosted by Andrews Technology. Unions; Multiple complex rules, Use MUNIS for Payroll. Interface between Novatime & Munis |
| COMPLETED ON TIME ON BUDGET? | ON TIME & ON BUDGET Andrews Technology Never Charges Overages |
| GROSS COST | \$100,000 |

SUMMARY OF RELEVANT EXPERIENCE

| ITEM | PROPOSER RESPONSE |
|---|--|
| PROPOSER NAME: | Andrews Technology HMS, Inc. |
| CLIENT FOR WHOM SERVICES WERE PERFORMED: | Town of North Hempstead |
| CONTACT NAME: | Frank Prisciandaro |
| PHONE NUMBER: | 516-869-7737 |
| E-MAIL: | <u>prisciandaro@northhempstead.com</u> |
| NATURE OF CLIENT'S BUSINESS: | Town |
| DATES OF SERVICE | 2008 to present |
| APPROXIMATE # OF EMPLOYEES | 2000 |
| QTY & TYPE OF DATA COLLECTION | NT6500 Biometric Finger Terminal. Employee Web Services |
| CLIENT COMPLEXITY | ADP Interface. Unions; Multiple complex rules. |
| COMPLETED ON TIME ON BUDGET? | ON TIME & ON BUDGET Andrews Technology Never Charges Overages |
| GROSS COST | \$100,000 |

SUMMARY OF RELEVANT EXPERIENCE

| ITEM | PROPOSER RESPONSE |
|---|--|
| PROPOSER NAME: | Andrews Technology HMS, Inc. |
| CLIENT FOR WHOM SERVICES WERE PERFORMED: | City of Artesia 511 W. Texas Ave, Artesia NM 88210 |
| CONTACT NAME: | Summer Galvan |
| PHONE NUMBER: | 575-746-2122 |
| E-MAIL: | sgalvan@artesianm.gov |
| NATURE OF CLIENT'S BUSINESS: | Government/BOE |
| DATES OF SERVICE | Jan 2015 to present |
| APPROXIMATE # OF EMPLOYEES | 250 |
| QTY & TYPE OF DATA COLLECTION | 15 NT7000 Biometric Terminal w/ POE Employee Web Services for all employees |
| CLIENT COMPLEXITY | Hosted by Andrews Technology; Unions; Multiple complex rules. Use Tyler Incode for Payroll. Interface between Novatime and Tyler Incode. |
| COMPLETED ON TIME ON BUDGET? | ON TIME & ON BUDGET Andrews Technology Never Charges Overages |
| GROSS COST | \$60,000 |

SUMMARY OF RELEVANT EXPERIENCE

| ITEM | PROPOSER RESPONSE |
|---|---|
| PROPOSER NAME: | Andrews Technology HMS, Inc. |
| CLIENT FOR WHOM SERVICES WERE PERFORMED: | City of Norwalk 125 East Avenue, Norwalk, CT 06856 |
| CONTACT NAME: | Fred Gilden |
| PHONE NUMBER: | 203-854-7711 |
| E-MAIL: | fgilden@norwalkct.org |
| NATURE OF CLIENT'S BUSINESS: | Government/BOE |
| DATES OF SERVICE | 2009 to present |
| APPROXIMATE # OF EMPLOYEES | City = 1000; BOE = 2500 |
| QTY & TYPE OF DATA COLLECTION | City = 15 NT6500 Biometric Finger & PC Entry BOE = 45 NT6500 Badge & PC Entry |
| CLIENT COMPLEXITY | Hosted by Andrews Technology; Unions; Multiple complex rules. Use MUNIS for Payroll. Interface between Novatime and MUNIS |
| COMPLETED ON TIME ON BUDGET? | ON TIME & ON BUDGET Andrews Technology Never Charges Overages |
| GROSS COST | \$100,000 (City); \$225,000 (BOE) |

Displayed below is your current Supplier Profile as it is presented to BuyerZone buyers when they are matched to your business. Your profile includes:

- Aggregated ratings from BuyerZone buyers who have rated your business (if ratings have been submitted). These are your cumulative ratings across all of your active BuyerZone lead categories.
- Your Contact Information (provided by your company)
- Your Company Overview and Products/Services description (provided by your company)

Included at the bottom are average ratings for all BuyerZone suppliers in each of your active lead categories - so you can see how your ratings compare.

[More about Ratings and your Supplier Profile](#)

[Print your profile](#)

Supplier Profile

Andrews Technology

BuyerZone User Ratings Overall

☆☆☆☆☆ Rating Professionalism
☆☆☆☆☆ Timeliness of Response
☆☆☆☆☆ Product/Service Quality
☆☆☆☆☆ Product/Service Value
☆☆☆☆☆

Would recommend to colleagues: 98%

Rated by: 42 users within local area

BuyerZone supplier since: February 2004

Contact Information

HQ Location: Wilmington, NC

Phone: 888-357-7299

Email: sales@andrewstechnology.net

ablundell@andrewstechnology.net

Company Overview (provided by supplier)

Andrews Technology represents the Novatime Time & Attendance System. With over 3000 customers nationwide, Andrews Technology has the experience required to ensure the success of your installation. Novatime offers cost-effective solutions for firms of all sizes, from 25 to 1000's of employees. Easy to use - Entry via the web, hand and fingerprint terminals, phone, badge and PDA's.

Year founded: 2000

Products/Services

With a combined experience of over 50 years in the time and attendance industry, your project is in good hands with Andrews Technology. We offer Novatime software installed on your server or ours (ASP). Our ASP offers complete redundancy to maximize system availability. We also offer every data collection option available including: web (pc entry), hand, fingerprint, phone, badge, mobile applications, and PDA.

ANDREWS TECHNOLOGY
NOVATIME TIME & ATTENDANCE PROJECT
Statement of Work

Prepared for the City of Saratoga Springs
August 18, 2015

| | |
|---|-----------------|
| Overall Statement of Responsibility..... | 1 |
| Statement of Work | |
| - Deliverables..... | 2 |
| - Vendor Installation Responsibilities | 2 |
| - Customer Installation Responsibilities..... | 3 |
| - Professional Services Overview..... | 4 |
| - Software Training Overview..... | 6 |
| - Phase _____ Sign-off..... | 7 |
| Exhibit A - Project Time Line..... | Sample Attached |
| Exhibit B – Novatime System Requirements..... | 8 |
| Exhibit C – Maintenance Agreement..... | 9 |

Andrews Technology - Overall Statement of Responsibility

Andrews Technology has **complete responsibility** for the following:

- Delivery of System as described on the Andrews Technology Purchase Order Form
- Installation of Novatime Web Based Software
- Configuration of Software
- Rules Questionnaire Assistance
- Employee File Creation Assistance
- Installation of Rules and Employee File
- Installation of MUNIS Interface
- Installation of all Biometric terminals, and employee enrollment/training for all supervisors/administrators.
- Unlimited Training of all Administrators and Supervisors
 - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period(s)
- Unparalleled Customer Satisfaction During all of the Above
- Ongoing System Maintenance (see "Maintenance Agreement – Exhibit C")
 - Includes all software licenses and all Terminals as shown on the Andrews Technology Purchase Order Form.

STATEMENT OF WORK

ANDREWS TECHNOLOGY – DELIVERABLES

As per the electronically attached "Project Timeline – Exhibit A", Andrews Technology has the following responsibilities throughout the three phased Project Plan as described above:

Software Phase

- Delivery of Software as described on Andrews Technology Purchase Order Form
- Installation of Novatime Web Based Software
- Configuration of Software
- Rules Questionnaire Assistance
- Employee File Creation Assistance
- Installation of Rules and Employee File
- Installation of MUNIS Interface
- Unlimited Training of all Administrators and Supervisors Associated with Phase I
 - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period
- Unparalleled Customer Service During all of the Above

Hardware Phase

- Delivery of Wall Mounted Hardware (Biometric)
- Installation of Hardware
- Unlimited Training of all Administrators and Supervisors Associated with Phase II
 - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period
- Unparalleled Customer Service During all of the Above

Go Live Phase

- Unlimited Training of all Administrators and Supervisors Associated with Phase III
 - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period
- Unparalleled Customer Service During all of the Above

Ongoing System Maintenance (see "Maintenance Agreement – Exhibit C")

- Includes all hardware and software listed on Andrews Technology Purchase Order Form(s)

Other Andrews Technology Installation Responsibilities

To ensure an optimally performing Novatime System, Andrews Technology will perform the following:

- Provide a person who will function as the Project Manager, responsible for securing and scheduling resources for the City of Saratoga Springs.
- Verify that all hardware and technology readiness checks have been completed.
- If necessary, recommend a Network Readiness and Performance Assessment to ascertain what improvements are required to provide sufficient response time.
- Understand any other applications that will reside on the database server, and discuss any performance implications.
- Advise the customer of any conditions, which, in the opinion of Andrews Technology, will reduce the performance of the Novatime System.
- Provide server configuration assistance as requested.

Customer Installation Responsibilities

- Schedule personnel for appropriate Andrews Technology training classes to be held at a central customer site or via the web.
- Provide a Customer Project Manager whose responsibilities include but are not limited to:
 - Participate in periodic meetings and status conference calls.
 - Review and approve all Project Plan Phases.
- Andrews Technology will need a completed pay rules questionnaire addressing specific pay policies, basic work rules and overtime limits. Andrews Technology must receive the completed document within three (3) weeks of scheduled installation date. The pay rules survey establishes the baseline rules used to initialize the Novatime system. During the Implementation Phase you will have an opportunity to test your baseline rules.
- Provide Andrews Technology with payroll contact information for interfacing to the payroll system, if applicable.
- Work with your Andrews Technology project leader to verify communications to all terminals.
- Provide Andrews Technology access to the appropriate resources during all phases.
- Provide appropriate resources to test the Novatime System to the System Specification.
- Sign-off that the Software Phase Responsibilities have been completed.

- Sign-off that the Hardware Phase Responsibilities have been completed.
- Sign-off that the Go Live Phase Responsibilities have been completed.

Professional Services Overview

Payroll Rules Questionnaire:

The purpose of this document is to assist your payroll staff in defining the rules and regulations that govern your labor cost management requirements. This survey is also used as a guideline for Andrews Technology to custom configure your Novatime system. Your staff members responsible for payroll and work regulations should complete this. Your Andrews Technology Representative will guide you through this survey and Andrews Technology technical staff members will answer any questions that you may have.

Employee File Creation:

City of Saratoga Springs is responsible for the creation of an employee import file. The content of which will be discussed with your assigned Andrews Technology project leader.

Software Configuration and Programming

Once your Payroll Rules Questionnaire and Employee File are created, your Novatime software will be configured to meet your specifications. During Phase I, test data will be entered and test reports will be generated and validated. This will be a thorough process. Modifications will be made as required.

Ethernet Cable/Phone Line Installation

City of Saratoga Springs is responsible for the installation of all Ethernet cable and jacks and phone lines/jacks. Andrews Technology can assist you by providing information regarding the correct type of communications cable and proven installation techniques to insure error free transfer of punch data from the terminal to your Novatime software. If POE is an identified requirement, Ethernet Jacks would not be necessary and Andrews Technology would design and implementation work accordingly.

Software Installation:

As soon as all of Andrews Technology' minimum system support requirements have been met, our Installation Team will arrive on-site (as per "Exhibit A") and install the software. Communications will be tested between the server and terminal(s) after the customer installs the hardware.

Software Training:

The next aspect of the Implementation Phase of the project is the training of the key users and supervisors. Arrangements should be made to allow for uninterrupted training. This ensures that the quality of the training received is the highest possible. All training will be central site (at the customer's main office or via the web). City of Saratoga Springs is responsible for notifying all attendees of their assigned class schedule. All software training for key users and supervisors is **unlimited** in availability. (See below for more information)

Implementation Testing and Adjustments:

Once the hardware and software is installed, programming and configuration of the system will be tested and adjustments may be made. Any changes that need to be made which vary from the pay rules survey will be identified as a change order item and may be billed on a time and materials basis. It is highly recommended that City of Saratoga Springs run a parallel test for one (1) to two (2) pay periods. This gives the Novatime key users and supervisors time to familiarize themselves with the operation of the new software, as well as, develop new ways for management information review.

Interface Installation and Training:

The MUNIS interface should be reviewed by the project leaders from both teams to determine if any modifications are required. The MUNIS interface is an existing Novatime interface. The MUNIS interface will be tested and is 100% guaranteed to work in accordance with the customer's application specifications.

Software Training Overview

Key User Training

Suggested Attendees: Payroll Manager, HR Manager, Supervisor/Administrative Assistant

Course Description – Initial Training For Key Users

This session will last for approximately six hours at your facility after the installation of the software. The class is intended to provide participants with an understanding of how to maintain employee records and schedules, setup supervisor's privileges and accounts, edit timesheets and process reports. This course also provides key users with an understanding of pay period operations that are necessary for keeping track of and managing employee time and labor data, as well as accessing and interpreting pay period based reports.

Course Description – Follow-up Training for Key Users

Following the initial training session and system installation, Andrews Technology support personnel will return for a second training session at your facility. This session will be for the previously trained employees and will last from two to four (2 to 4) hours. It will be a review of the first class; and an opportunity to answer any questions that have come up since the first training session. Additional classes are available at no additional charge.

Supervisor Training

Suggested Attendees: Supervisors and Supervisor Assistants

Course Description- Initial Supervisor Training

This course provides participants with an understanding of the daily operations that are necessary for keeping track of and managing employee time and labor data. This includes providing information needed to build and maintain individual and group schedules. Procedures will be covered for the standard client and the Supervisor and Employee Web Services. This training is available at the customer's central site or via the web. Class size should not exceed 12 students per class (maximum 2 hours per class). Supervisors are expected to train their employees on the use of Employee Web Services (if appropriate). Andrews Technology will train supervisors as to how to train their employees how to use proximity terminals. Andrews Technology has full responsibility for training employees on the use of all data collection technology (EWS).

Course Description – Follow-up Training for Supervisors

Following the initial training session and system installation, Andrews Technology support personnel will return for a second training session at your facility. This session will be a refresher for previously trained employees, and an introduction for supervisors not yet trained. The class will last from two to four hours. It will be a review of the first class; and an opportunity to answer any questions that have come up since the first training session. Additional classes are available at no charge. Our quote includes 24/7/365 support and unlimited onsite and webex training/support.

Statement Of Work Phase Completion Sign-Off

When a Phase is complete, a meeting of both implementation teams is held. At this meeting, the system is signed off as being complete for all areas of responsibility as addressed in the Statement of Work.

Software Phase Sign-Off

Agreed to: City of Saratoga Springs

By: _____
Authorized signature

Name (type or print):

Title

Date: _____
City of Saratoga Springs

Agreed to: Andrews Technology

By: _____
Authorized signature

Name (type or print):

President
Title

Date: _____
Andrews Technology

Hardware Phase Sign-Off

Agreed to: City of Saratoga Springs

By: _____
Authorized signature

Name (type or print):

Title

Date: _____
City of Saratoga Springs

Agreed to: Andrews Technology

By: _____
Authorized signature

Name (type or print):

President
Title

Date: _____
Andrews Technology

Go Live Phase Sign-Off

Agreed to: City of Saratoga Springs

By: _____
Authorized signature

Name (type or print):

Title

Date: _____
City of Saratoga Springs

Agreed to: Andrews Technology

By: _____
Authorized signature

Name (type or print):

President
Title

Date: _____
Andrews Technology



Exhibit A

City of Saratoga Springs NOVAtime 5000 Project Plan



| Category | Item Description | Responsible Company | Responsible Person | Target Date | Date Complete | Start Time | Notes |
|-------------------|---|---------------------|-----------------------|-------------|---------------|------------|-------|
| Software Setup | Conduct Planning Session | AND | Thomas Pyatt | 9/17/2015 | | | |
| Software Setup | Email NOVAtime Setup Questionnaires and sample employee import file for completion | AND | Thomas Pyatt | 9/17/2015 | | | |
| Software Setup | Submit Software and Hardware order to NOVAtime for processing | AND | Thomas Pyatt | 9/20/2015 | | | |
| Software Setup | Review NOVAtime System Setup and Web Questionnaires with client | AND/CSS | Thomas Pyatt / | 9/20/2015 | | | |
| Software Setup | Email completed NOVAtime Questionnaires to the AND Technician for review | CSS | | 9/20/2015 | | | |
| Software Setup | Email an employee import file the initial population of employees into NOVAtime | CSS | | 9/30/2015 | | | |
| Software Setup | Install NOVAtime 5000 system on Novatime server | NOVAtime | Professional Services | 10/8/2015 | | | |
| Software Setup | Begin setup of the NOVAtime program based on questionnaire responses and information | AND | Thomas Pyatt | 10/8/2015 | | | |
| Software Setup | Import employee information into the NOVAtime program with submitted employee file | AND | Thomas Pyatt | 10/8/2015 | | | |
| Software Setup | Setup of NOVAtime Mobile App (if applicable) | AND/CSS | Thomas Pyatt / | 10/7/2015 | | | |
| Hardware | Provide the AND Technician with the networking, cabling and physical location information for the installation of the NT7000 Terminal | CSS | | 9/24/2015 | | | |
| Hardware | Receive NT7000 Terminal(s) from NOVAtime | AND | Thomas Pyatt | 10/1/2015 | | | |
| Hardware | Program the NT7000 Clock Terminals and configure within the NOVAtime 5000 system | AND | Thomas Pyatt | 10/10/2015 | | | |
| Hardware | Ship the NT7000 Clock Terminals to City of Saratoga Springs | AND | Thomas Pyatt | 10/13/2015 | | | |
| Hardware | Installation of the NT7000 Clock Terminals at the proposed clock site(s) | AND | Tom, Teddy, Derrick | 10/14/2015 | | | |
| Training | Determine Training Schedule for Administrators/Supervisors of the NOVAtime program | AND / CSS | Thomas Pyatt / | 9/17/2015 | | | |
| Training | Notify Administrators & Supervisors of proposed training sessions | CSS | | 9/20/2015 | | | |
| Training | Train Key Users (Program Administrators, Payroll Users etc.) | AND | Tom, Nancy | 10/14/2015 | | | |
| Training | Determine Training content for the Supervisors Training sessions | CSS | | 10/20/2015 | | | |
| Training | Train Supervisors (Dept Mgrs / Timesheet/Schedule Management etc.) | AND | Tom, Nancy | 10/14/2015 | | | |
| Training | Provide refresher training (if applicable) | AND | Tom, Nancy | 11/13-11/14 | | | |
| System Test | Test Punches, Timesheet Review, Reporting etc. (@2 pay period) | AND/CSS | Thomas Pyatt / | 11/16-12/14 | | | |
| System Test | Run Payroll Test with the Munis Payroll for accurate formatting and coding | AND/CSS | Thomas Pyatt / | 11/16-12/14 | | | |
| System Test | Discuss, review and apply any system adjustments (as needed) | AND/CSS | Thomas Pyatt / | 11/16-12/14 | | | |
| Payroll Interface | Verify the NOVAtime Munis Payroll Bridge | AND | Thomas Pyatt | 10/17/2015 | | | |
| Payroll Interface | Run a test Payroll process within NOVAtime and import into Munis payroll program | AND/CSS | Thomas Pyatt / | 11/16/2015 | | | |
| Payroll Interface | Final Live Payroll Processing using NOVAtime 5000 and Munis Payroll | AND/CSS | Thomas Pyatt / | 11/20/2015 | | | |
| System Live | Live with NOVAtime 5000 | CSS | | 12/22/2015 | | | |
| Ongoing Support | Transition to AND Support Department for ongoing support | AND/CSS | ALL | 12/22/2015 | | | |

| Andrews Technology Implementation Team | | | |
|--|--------------------------------|-------------------------------|--|
| Thomas Pyatt | Project Implementation Manager | tom@andrewstechnology.net | |
| Nancy Guehrst | Project Trainer | nancy@andrewstechnology.net | |
| Teddy Hernandez | Hardware Installations | teddy@andrewstechnology.net | |
| Derrick Epps | Hardware Installations | derrick@andrewstechnology.net | |

| LEGEND | COMPANY | COMPANY DESCRIPTION |
|----------|---------|--------------------------|
| SETUP | CSS | City of Saratoga Springs |
| HARDWARE | AND | Andrews Technology Inc. |
| TRAINING | | |
| PAYROLL | | |
| TESTING | | |
| LIVE | | |
| SUPPORT | | |

Exhibit B – NOVAtime® Enterprise System Requirements

(Applies to Customer Hosted Installations Only)

- 1) A Two-Tiered architecture (Frontend and Backend) is sufficient for a single tenant deployment.
- 2) If fault-tolerance and/or load balancing is desired, at the Frontend tier, will need a load balancer and initial quantity of TWO servers.
- 3) If fault-tolerance and/or load balancing is desired at the SQL tier, increase the Quantity of SQL server to two or more. If SAN is available, the data can take advantage of the SAN too.
- 4) Novatime Frontend components can run on virtual servers, the key is to have the virtual server meeting the CPU and memory requirements below, and have 50G Bytes disk partition. However, Novatime recommends a dedicated, physical server for initial deployment, and then virtualize subsequent servers that are added to the cluster.

| Function | Hardware ¹ | Software OS ² | Software | Quantity (initial ⁵ for Production) | Configuration Remarks |
|------------------------------|---|--------------------------|---|--|--|
| Frontend – Web + Application | RAM: 4 Gigs Processor – 2x Quad Core Intel Xeon Hard Disks- 2x146G 15K 3.5" SAS | Windows 2008 R2 STD x64 | Microsoft IIS 7.0 with SMTP component, or available SMTP relay NOVAtime 4000 services: Calculation, Report, Notification, Task Scheduler | One | RAID1 or one disk as cold spare with a ready-to-go image |
| Backend \ Database Server | RAM: 16 Gigs Processor – 2x Quad Core Intel Xeon | Windows 2008 R2 STD x64 | Microsoft SQL 2008 R2 STD x64 | One | System Partition: RAID1 (SAS 73G 15k rpm drives) Data Partition: recommended RAID5 with hot spare 500 GigaByte is plenty |
| Load Balancer (Optional) | CoyotePoint Equalizer E450GX OR Cisco CSS 11500 series | N/A | | Two (see 1 in "Configuration Remarks" column) | 1. Min. Active-Standby mode for fault-tolerance. 2. Support sticky/persistent web clusters 3. Support SSL termination |

I have read the above System Requirements and by signing this agreement I am indicating that my Servers meet or will meet the requirements and that the terminal location(s) is/are ready or will be ready for the NOVAtime® installation. Any problems during the installation due to the PC's or terminal location not meeting the above requirements will be billed separate from the install.

CITY OF SARATOGA SPRINGS

Authorized Signature: _____

Title: _____

Please print name here: _____

Date: _____

Exhibit C - Maintenance Agreement

Execution below entitles City of Saratoga Springs (the "Customer") to full maintenance coverage provided by Andrews Technology ("Vendor") for the attached time and attendance system for one year from the date of execution below. This agreement is renewed automatically each year unless advised by the Customer in writing no less than thirty days prior to the anniversary of the date of execution of this agreement.

Maintenance coverage is all Inclusive and is described in more detail below:

- On-Site Maintenance includes the following features:
 - All technicians are dispatched locally
 - Service is available 24 hours-a-day; seven days-a-week.
 - Customer's assigned technical team can be reached directly by cell phone 24/7.
 - Toll-Free support is available as a back-up to direct contact with assigned technical team.
 - Support is provided 24/7. Same day response is guaranteed for any call received prior to 2:00pm.
 - Machine replacement is next day provided above timing guideline is met.
 - Parts replacement is next day provided call is received prior to 2:00pm as mentioned above.
 - Customer is responsible for annually completing brief "Customer Satisfaction Survey" to determine assigned technician's performance regarding above standards.
- Hardware depot maintenance. Vendor will overnight the customer a replacement device. The Customer is responsible for sending the failing device back to the Vendor.
- Labor
- Hardware upgrades
- Software upgrades
- Toll-free online support
- On-line support

If the customer elects not to execute this document, and therefore be covered on a time and materials basis, the customer is responsible for all machine and parts replacements. The Vendor's hourly rate for service, including travel, is \$225 per hour (two hour minimum). Hardware and software upgrades are chargeable to the Customer when not covered under maintenance contract.

Maintenance Terms

WARRANTEE: Vendor warrants the listed products to be free from defects in material and workmanship, and perform in material respects in accordance with the system specifications (or equivalent) document under normal use for the Warranty Period of 90 days. The term of this agreement will begin after the expiration of the warranty, run for a term of one year from such date, and continue for subsequent one-year terms thereafter until terminated. After the first year, maintenance will be billed at the applicable rate at that time.

MAINTENANCE COVERAGE: One full year of software and equipment support for the products listed above will be provided by Vendor to maintain proper functioning of the entire system and the replacement of malfunctioning devices. This signed agreement provides unlimited remote telephone and/or internet support, covering any questions with the configuration or operation of the system. Software updates or patches of the installed version will be provided on a need, or request, basis at no additional charge.

SUPPORT TERMS: Support is available twenty-four hours a day; seven days a week except holidays. Without a support contract, service will be billed at the prevailing hourly rate. In this instance, there will be a one hour minimum per phone call for support and two hours minimum for on-site service including travel.

PRICE INCREASES: The annual maintenance charges will not exceed the consumer price index in place at the time of the announced increase.

LIMITS OF LIABILITY: Failure due to customer alteration of equipment with which the above products are connected, moving or altering of the software or equipment, and/or any problems caused by such actions are not covered under this agreement and are subject to billing at the prevailing hourly rate. This agreement does not cover accidents, misuse, theft, power failure/surge, lightning or storm, or other casualties. The unavailability of the products will be solely determined by the Vendor. This agreement is not valid until properly signed by the Customer's authorized agent and the Vendor, and may not be amended unless approved by both parties, in writing, and signed by a duly authorized officer of both parties. This agreement may be canceled by either party upon 30 days written notice. Terms are net, paid yearly in advance and renewed each year at the prevailing rates. Additional equipment, or software, may be added by the customer providing written notification. In no situation, will the Vendor, or its employees, be held responsible for any loss incurred pertaining to the use, misuse, or failure of the above-mentioned products and or services.

Agreed to: City of Saratoga Springs

By: _____
Authorized signature

Name (type or print):

Title

Date: _____
City of Saratoga Springs

Agreed to: Andrews Technology

By: _____
Authorized signature

Name (type or print):

President
Title

Date: _____
Andrews Technology



RFP Response
Novatime Web-Based System

The following section includes our response to the requirements listed in the City's RFP:

Functional Requirements

1. Novatime provides full automation of employee's punches and hours via real time biometric data collection devices. Novatime's NT7000 offers a wide-angle camera for photo capture upon punch submission. The NT7000 Biometric terminal fully eliminates Buddy Punching.
2. Novatime allows employees to enter data via time collection devices (biometric, proximity and pin entry), employee web services, smartphone mobile applications, IVR phone in, and supervisor team punch.
3. All data in Novatime is processed and posted in real time for all users of the system.
4. Novatime enables supervisors to review, edit, and approve their assigned employees' timesheets. Employee punches and attendance exceptions are displayed on the timesheet, as well as on the supervisor's dashboard for quick corrections as needed.
5. Novatime provides up to 10 unique rates of pay per employee and unlimited number of labor group rates of pay.
6. Novatime supports up to 8 different levels of labor tracking for each segment of time.
7. Novatime's robust pay policy rules can allow employees to work for up to 3 full days if required.
8. Authorized users of Novatime will have access to make changes until payroll is processed where all timesheets would be locked from any further edits unless opened by a payroll/system administrator.

Reporting

1. Novatime provides over 150 pre-installed report templates that can be customized, saved, and published. Each report can be exported in PDF, Excel, RTF, HTML, or CSV. Please see included sample report booklet located in the Descriptive Literature section
2. Users would access the easy to use report generator GUI and have the ability to choose one of the over 150 pre-installed report templates and pick output format, data range, data selections, filtering and sorting criteria, and email scheduling options.

Interfaces

1. Tyler Munis is one of Novatime's over 350 existing payroll interfaces. The integration with Munis is included with our response and is 100% Guaranteed.
2. Novatime can either provide the accrual calculated balances or accept balances from Tyler Munis.

Technical Requirements

1. Novatime requires all users to access the system with a username and password. All changes in made by users in Novatime are fully tracked in the system audit trail.
2. Novatime enables system administrators to configure role-based security access that supervisors and employees can be assigned to. Role based security contains security rules that define which modules, pages, and other system features can be accessed and utilized by each group of system users or employees.
3. Novatime can allow for access restrictions based on IP address and phone number.
4. Novatime utilizes Microsoft SQL Server for its database engine solution. Please see attached system requirement document.
5. Daily backups are easily handled with Microsoft SQL Server.



6. Novatime is a fully 100% web based application requiring only a modern web browser for access. Please see attached system requirement document located in Statement of Work, Exhibit B. We have provided the City with 2 proposal options, a Customer Hosted and a Vendor Hosted solution.
7. Please see attached Employee Data Importing document.
8. Novatime 5000 Build 150107. Novatime 5000 was released July of 2014.
9. Based on installation of Novatime, software updates are rolled out differently. SaaS clients receive software updates bi-monthly automatically without any down time. On premise clients will receive software updates semiannually. These updates are scheduled with each client and will require about an hour of down time.

Installation and Training Requirements

1. Please see the Statement of Work for our approach to this installation. Inside the Statement of Work, please see Exhibit A for a sample installation timeline.
2. User manuals are provided as part of the installation. Training documentation will be provided in the form of custom recorded videos for each client, literature, and online help.
3. Training documentation will be provided for all supervisors/managers/administrators. The location of training will be at the City of Saratoga's facilities for all initial trainings, and through web meetings for all refresher training sessions.
4. Andrews Technology provides unlimited training for all users of the Novatime product. As part of any system update, we will go over any new feature/functionality and schedule training accordingly.

Technical and Maintenance Support Requirements

- Please see Statement of Work Exhibit C for a copy of our Maintenance Agreement. Software Maintenance includes all software updates, 24/7 software support and unlimited training for all supervisors/managers. Hardware Maintenance includes 24/7 support on all time clocks, all parts, and full device replacement.

Other Requirements

- Please see the Cover Letter and Executive Summary for a list of Andrews Technology's qualifications. Andrews Technology is the largest Novatime office in the Country. We specialize in the Public Sector with over 300 Government customers across the nation. Andrews Technology also has the highest BuyerZone rating in the Country for Time & Attendance products and services.
- Please see the Reference section for a list of Municipalities the City can contact to ask questions about the Novatime system or about Andrews Technology in regards to implementation, training, or support.
- Resumes of all Key Personnel who will be assigned to the City of Saratoga are included at the end of this section.
- Please note that our response includes, unlimited support available 24/7/365, Unlimited Training for all supervisors/managers, and a fixed price implementation. We do not charge for travel or expenses, we do not charge for overages in terms of time during the implementation. If the project takes an extra month of time and requires 3 more onsite visits then we initially estimated, no change orders would be issued to the City of Saratoga. All overages will be absorbed by Andrews Technology.

SECTION 10: EMPLOYEE PROFILE

A. Novatime Standard Fields

| General / Required | HR / Personal / Other | |
|----------------------------------|-----------------------------------|---------------------------|
| Employee Id # | Pay Method (Hourly or Salaried) | Email Address |
| Card # | Pay Type (Exempt, N-Exempt, FLSA) | Phone #1 |
| Last Name | Exemptions | Phone #2 |
| First Name | FTE | Emergency Phone # |
| Social Security # | Pay Rate(s) or Salary | Contact Person / Relation |
| Status (Active, Inactive, Leave) | Job Rates | Gender |
| Assigned (Supervisor Assignment) | Adjusted Hire Date | Marital Status |
| Group 1 – 8 (first 3 required) | Last Review Date | Address 1 |
| Pay Policy (rules) | Last Raise Date | Address 2 |
| Shift Number | Birth Date | City |
| Holiday Rule | Termination Date | State |
| Pay Category | Title Change Date | Zip Code |
| Job Title | Probation Date / Number of Days | Country |
| Hire Date | | |

Red Bold Fields are Required Fields

B. Importing Employee Data

In most cases we can import your employee data into the Novatime software to reduce your time and labor in getting the system operational. There is no additional charge for this service. The most commonly used formats are Excel (.xls) and (.csv) files. Other file types may also be imported.

| | |
|--|--|
| Will you be providing a file for importing of Employee Data? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| The format of the file will be: | |



David Robinson

52 Fox Run Rd Naugatuck, CT 06770
203-815-5100 | dave@andrewstechnology.net

Experience


Andrews Technology December 2004 - Present

Chief Technology Officer

- Managed technical support, and installation of computerized time and attendance systems
- Proficiency with time and attendance municipality accounts
- Responsible for all time and attendance accounts in the New England region

Amano Integrated Systems September 1997 - December 2004

Service Manager

- 
- Managed technical support, and installation of computerized time and attendance systems
 - Responsible for all time and attendance accounts in the New England region

Education

Naugatuck Valley Community College

2 years

- Computer Information System Technology Associates Degree

Emmett O'Brien Regional Vocational Technical School

4 years

- Industrial Electronics Certification
- Graduated Top 10% of Class

Skills

- Microsoft Certified Professional
 - Novatime Certified Engineer
-
- 

James Nowotny

16 Weybosset St. Shelton, CT 06484
203-903-6919 | Jim@andrewstechnology.net

Experience

Andrews Technology February 2009 - Present

Senior Technical Advisor

Responsible for technical support, and implementation of Novatime Time and Attendance Systems including project management, software configuration, admin/supervisor training and continued system support.
Extensive experience with Time and Attendance implementation for Municipal/Government Accounts.
Responsible for time and attendance accounts locally & nationally such as City of Pittsburgh, City of Providence, The Kintock Group (1000+ emps, 100+ spvrs) , COWORX (Locations in AZ, PA, NJ)

Industrial Time & Systems October 1989 - January 2009 Service Manager

Managed technical support, installation, training of Time and Attendance Systems such as Novatime..
Extensive experience with Time and Attendance implementation for Municipal/Government Accounts.
Responsible for over 1000 Time and Attendance accounts such as City of Hartford, State of CT, Tilcon CT (1500+ emps & 14 Unions) , Yale University, University of CT.

Skills Summary

- | | | |
|----------------------|--------------------|------------------------------|
| ◆ Novatime Certified | ◆ Computer Savvy | ◆ Report Preparation |
| ◆ Project Management | ◆ Software Support | ◆ Written Correspondence |
| ◆ Sales | ◆ Scheduling | ◆ Professional Presentations |

EDUCATION

DEVRY TECHNICAL INSTITUTE – Woodbridge, NJ
Electronics Degree, 1981

SHELTON HIGH SCHOOL – Shelton, CT
Graduated 1979

Nancy A. Gilchriest
nancy@andrewstechnology.com

Extensive experience in Project and Office Management, Customer Service, Technical Support Payroll/HR/Time and Attendance, Training, Training and Development, and Public Speaking.

WORK EXPERIENCE

ANDREWS TECHNOLOGY HMS LLC

8/2013-Present

- Trainer and Implementation Project Manager 2/2014-Present
 - Additional duties include:
 - Monitoring the progress of implementation projects
 - Identify and provide additional training as needed to both the client and associate base.
 - Ensuring customer satisfaction with Andrews Technology LLC's national client base.
- Training and Development Consultant 8/2013-2/2014
 - Work with Implementation, Sales and Support to develop and provide effective training and documentation to our nationwide client and associate base.
 - Conduct client and new employee training onsite and via the WebeX system.
 - Develop standardized NOVAtime guides for Andrews Technology LLC
 - Develop customized tutorials and manuals for national client base for all levels of user access: administrators, middle management and employees.
- Maintain current knowledge and expertise of NOVAtime products and releases.

GILCHRIEST ENTERPRISES

1/2009 - Present

- Business and Performance Management Executive
- Labor Force Trainer
- Systems and Office Manager

INDEPENDANT CONSULTANT Payroll/Time and Attendance/Labor Mgt.

5/2009 - 2014

ADP: NY METRO REGION MAJOR ACCOUNTS DIVISION

2/1989-5/2009

Parsippany, NJ 07054

- Senior Client and Associate Trainer 2001-2009
 - 3 ADP Innovation to Growth Process Awards
 - 11 ADP Associate eRecognition Awards
- Time & Labor Management Service: Eastern Division Hub 1994 -2001
 - Trainer/Training and Deveopment -
 - Train technical associates on various ADP systems including Payroll, HR and Time and Attendance.
 - Coach specialists on Service Interaction Skills to provide courteous and effective service and technical resolution to national client base. Acheived #1 National Service level.
 - Training and Developent: Developed technical documentation for Associates and national client base.
 - Developed and maintained internet Resource Center for Technical Support Hub.
 - Participate in corporate rollout training and documentation development.
 - Monitor and record performance of associates
 - ADP Top Achiever's Award 1999
 - Northeast Implementation Service Center Achievement Award: 2009
 - Senior Technical Support Specialist
 - Senior Major Accounts Client Service Representative 1989-1994
- Awards
 - 35 Quality Survey Achievement Awards: 1989-2008

MAXWELL ASSOC. Miami, FLA Master of Ceremonies, Sound Technician

4/1985-10/1989



Andrews Technology HMS, Inc.

1213 Culbreth Drive

Wilmington, NC 28405

sales@andrewstechnology.net

(800) 319-8096 Fax: (516) 674-8119



PURCHASE ORDER FORM

| | | | |
|--|---|---|-----------------|
| Invoice To: City of Saratoga Springs | | Hosted By: CUSTOMER | |
| Ship To: TBD | | Terms: 5 Year Term | |
| Account Executive: Jamie Blundell | | 50% Upon Execution 25% Upon Installation of Hardware 25% Upon System Acceptance | |
| Qty | Description | Item | Total |
| Novatime Web-Based Time & Attendance System | | | |
| EA | NT450 Biometric Finger Terminal | \$1,495 | Optional |
| 10 | NT7000 Biometric Finger Terminal | \$1,995 | \$19,950 |
| EA | GT400 Biometric Hand Terminal | 2,695 | Optional |
| 10 | Ethernet Module | 295 | 2,950 |
| 600 | Employee Web Services (PC Entry) | 10 | 6,000 |
| 600 | Novatime Web-Based Time & Attendance Software | 40 | 24,000 |
| 30 | Supervisor Module: Approval/Reporting/Review/Modification | 100 | 3,000 |
| 1 | MUNIS Payroll Interface (Over 400 Guaranteed Interfaces) | Existing | Existing |
| 1 | Electronic In-Out Board | N/C | N/C |
| 1 | Labor Tracking (Activity Based Reporting - 8 Levels) | N/C | N/C |
| 1 | Standard Supply & Demand Scheduling Module | N/C | N/C |
| 1 | Accrual Module (Includes Sick, Vacation, Personal, etc.) | N/C | N/C |
| 1 | DashBoard | N/C | N/C |
| Government Software Discount | | 20% | -6,600 |
| Implementation | | | 14,500 |
| Annual Software & Hardware Maintenance | | \$8,890/yr | 8,890 |
| Novatime Fee to Install on Customers Server | | | 2,000 |
| Sales Tax | | | TBD |
| System Total | | | \$74,690 |
| One Time Implementation Fees | | | |
| Initial Planning Session | | Included | |
| Rules Questionnaire Assistance | | Included | |
| Install Novatime Web-Based Software | | Included | |
| Install Payroll Rules and Employee File | | Included | |
| Unlimited Administrative/Supervisor Training | | Included | |
| Program & Install Hardware | | Included | |
| System Test/Go Live | | Included | |
| Total One Time Fees | | \$14,500 | |
| Note: All travel and expenses associated with installation and training will be at the cost of Andrews Technology. Absolutely no travel or expenses will be billed to The Customer. | | | |

Customer Authorization _____ Title _____

_____ Date _____

Andrews Technology HMS, Inc. _____ Title _____

_____ Date _____



Waiver of Immunity Clause
Section §139(a) State Finance Law

Upon the refusal by a representative of your firm, when called before a grand jury to testify concerning any transaction or contract with the City of Saratoga Springs, New York, or to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transactions or contracts,

(a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any municipal corporation or fire district, or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the City without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the City for goods delivered or work done prior to the cancellation or termination shall be paid.

Non-Collusive Bidding Certification
Section §139(d) State Finance Law

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and, in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

A bid shall not be considered for award nor shall any award be made where (1), (2), (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

Signature: [Signature] Print Name: ANDREW R. BLUNCKE

Title: PRG Date: 8/11/15

Company: ANDREWS TECHNOLOGY Address: 1213 CULBRETH DR, WILMINGTON, NC
28405
North Carolina

Subscribed to under penalty of perjury under the laws of the State of New York, this 11 day of August, 2015 as the act and deed of said corporation or partnership.

Notary, New Haven Co.

8/11/2015

[Signature]
Thom as Desc Wh. F. Engh



Vendor/Supplier Code of Conduct

The City of Saratoga Springs is committed to conduct business in a lawful, ethical and moral manner and expects the same standards from vendors/suppliers that the City conducts business with. The City requires that all vendors/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its' rights to terminate its' business relationship with vendors/suppliers. Vendors/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all vendors/suppliers meet the following standards:

- **Legal:** Vendors/suppliers and their subcontractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- **The City expects vendors/suppliers to respect the City's rules and procedures.**
- **Conflict of Interest:** The vendor/supplier represents and warrants that it has no conflict, actual or perceived, that would prevent it from doing business with the City of Saratoga Springs.
- **Wages & Benefits:** Vendors/suppliers will set working hours, wages, and NYS statutory benefits and overtime pay in compliance with all applicable laws and regulations. Where applicable, as defined by NYS Labor Law, the vendor/supplier must comply with prevailing wage rates.
- **Health & Safety:** Vendors/suppliers and their subcontractors shall provide workers with a safe and healthy work environment that complies with local, state and federal health and safety laws.
Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- **Working conditions:** Vendors/suppliers must treat all workers with respect and dignity and provide them with a safe and healthy environment.
- **Right to organize:** Employees of the vendor/supplier should have the right to decide whether they want collective bargaining.
- **Subcontractors:** Vendors/suppliers shall ensure that subcontractors shall operate in a manner consistent with this Code.
- **Protection of the Environment:** Vendors/suppliers shall comply with all applicable environmental laws and regulations. Vendors/suppliers shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, vendors/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

Vendor Acknowledgement

The undersigned vendor/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor/Supplier Code of Conduct and agrees that any and all of its facilities and subcontractors doing business with the City will receive the Code and will abide by each and every term therein.

Vendor/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

Signature: Jamie Blundell

Printed name: JAMIE BLUNDELL

Title: VP of SALES

Date: 8/11/2015

Company Name: ANDREWS TECHNOLOGY HTMS, INC.



City of Saratoga Springs, NY: Risk and Safety Agreement for Professional Services

City Project Number: 2015-27 City Project Name: TIME AND ATTENDANCE
City Department: PURCHASING Department Contact Person: STEFANIE RICHARDS City Ext. _____
Company Name: ANDREWS TECHNOLOGY HAS INC.
Company Address: 1213 CALBRETH DR STE 1210 WILMINGTON NC 28405
Company Telephone No.: 1581 357 7299 Company Fax No.: (516) 674 8119
Consultant Primary Contact for This Project: JAMIE BLUNDELL Title: VP OF SALES

The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above:

The Consultant shall procure and maintain during the term of this contract, at the Consultant's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Consultant shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Consultant. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Consultant may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement therein. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-VII" or better by A.M. Best (Current Rate Guide). If the Consultant fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period therein and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

The City of Saratoga Springs requires the Consultant name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- Commercial General Liability Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate (City is also an Additional Insured on a Primary and Non-contributory Basis for this coverage);
- Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles
- Excess Liability Insurance: Three Million Dollars per Occurrence Aggregate
- Professional Errors and Omissions Insurance: One Million per Occurrence with Two Million Aggregate
- NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance

It shall be an affirmative obligation of the Consultant to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Consultant acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Consultant is to provide the City with a Certificate of Insurance naming the City as *Additional Insured on a primary and non-contributory basis prior to the commencement of any work or use of City facilities*. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Consultant utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Consultant. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an *Additional Insured on a primary and non-contributory basis* for all those activities performed within its contracted activities for the contract as executed.

The Consultant, to the fullest extent provided by law, shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Consultant or its employees or anyone for whom the Consultant is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Consultant, as aforesaid.

The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Consultant and/or Consultant's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Consultant's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Consultant. If the City of Saratoga Springs exercises its rights pursuant to this part, the Consultant shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Consultant's service to the public or the City of Saratoga Springs' immediate need for completion of the Consultant's work. In such case, Consultant shall immediately cure the defect. If the Consultant fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Consultant shall be reduced by the costs incurred by the City of Saratoga Springs in rebidding the work and/or by the increase in cost that results from using a different vendor.

Consultant, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Consultant Signature: Jamie Blundell

Date: 8/11/2015



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/9/2015

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

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

| | | | | | | | | | | | | | | | |
|--|---------------------|---|--|--|---------------------|---------------------------------------|-------|---|-------|---|-------|-------------------|--|-------------------|--|
| PRODUCER The Flood Group a Division of HUB International NE 17D 100 Sunnyside Blvd. Woodbury NY 11797 | | CONTACT NAME: Dianne M. O'Connor PHONE (A/C No. Ext.): (516) 417-5800 FAX (A/C No.): (516) 327-5570 E-MAIL ADDRESS: dianne@thefloodgroup.com | | | | | | | | | | | | | |
| INSURED Andrews Technology Consultants 1213 Culbreth Dr, #126 SUITE 234 Wilmington NC 28405 | | INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: Travelers Indemnity Co. of Ct.</td><td>NAIC # 25682</td></tr><tr><td>INSURER B: Travelers Indemnity</td><td>25658</td></tr><tr><td>INSURER C: Phoenix Insurance Company</td><td>25623</td></tr><tr><td>INSURER D: United States Liability Insurance</td><td>25895</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table> | | INSURER A: Travelers Indemnity Co. of Ct. | NAIC # 25682 | INSURER B: Travelers Indemnity | 25658 | INSURER C: Phoenix Insurance Company | 25623 | INSURER D: United States Liability Insurance | 25895 | INSURER E: | | INSURER F: | |
| INSURER A: Travelers Indemnity Co. of Ct. | NAIC # 25682 | | | | | | | | | | | | | | |
| INSURER B: Travelers Indemnity | 25658 | | | | | | | | | | | | | | |
| INSURER C: Phoenix Insurance Company | 25623 | | | | | | | | | | | | | | |
| INSURER D: United States Liability Insurance | 25895 | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER: CL1531905557

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDITIONAL INSURED | POLICY NUMBER | POLICY EFF. DATE (MM/DD/YYYY) | POLICY EXP. DATE (MM/DD/YYYY) | LIMITS |
|----------|---|-------------------------------------|---------------|-------------------------------|-------------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | <input checked="" type="checkbox"/> | 6801374145A | 3/17/2015 | 3/17/2016 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 AOL \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | <input checked="" type="checkbox"/> | 6801374145A | 3/17/2015 | 3/17/2016 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE CED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | <input checked="" type="checkbox"/> | CUT4038R570 | 3/17/2015 | 3/17/2016 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> N/A | VB1374L750 | 3/17/2015 | 3/17/2016 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 |
| D | Professional Liability | | TK 1551367A | 10/31/2015 | 10/31/2016 | \$1,000,000 Per claim \$2,000,000 Aggregate |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Saratoga Springs is included as additional insured on a primary and non-contributory basis for the general liability when required by written contract.

CERTIFICATE HOLDER

City of Saratoga Springs
474 Broadway
Saratoga Springs, NY 12866

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian G. Flood/MK



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/9/2015

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

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

| | | | | | | | | | | | | | |
|--|---|---|-------|--------------------------------|-------|--------------------------------------|-------|--|-------|------------|--|------------|--|
| PRODUCER The Flood Group a Division of HUB International NE LTD 100 Sunnyside Blvd. Woodbury NY 11797 | CONTACT NAME Dianne M. O'Connor PHONE (516) 417-5800 FAX (516) 327-5570 E-MAIL dianne@thefloodgroup.com INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: Travelers Indemnity Co. of Ct.</td><td>25682</td></tr><tr><td>INSURER B: Travelers Indemnity</td><td>25658</td></tr><tr><td>INSURER C: Phoenix Insurance Company</td><td>25623</td></tr><tr><td>INSURER D: United States Liability Insurance</td><td>25895</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table> | INSURER A: Travelers Indemnity Co. of Ct. | 25682 | INSURER B: Travelers Indemnity | 25658 | INSURER C: Phoenix Insurance Company | 25623 | INSURER D: United States Liability Insurance | 25895 | INSURER E: | | INSURER F: | |
| INSURER A: Travelers Indemnity Co. of Ct. | 25682 | | | | | | | | | | | | |
| INSURER B: Travelers Indemnity | 25658 | | | | | | | | | | | | |
| INSURER C: Phoenix Insurance Company | 25623 | | | | | | | | | | | | |
| INSURER D: United States Liability Insurance | 25895 | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | |
| INSURED Andrews Technology Consultants 1213 Culbroth Dr, #126 SUITE 234 Wilmington NC 28405 | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER: CJ1591905557

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADOL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | | | | | | | | | | | | | |
|---|---|--------------------|---------------|-------------------------|-------------------------|---|---|--------------|---|--------------|------------------------------|--------------|--------------------------------|--------------|-------------------|--------------|------------------------|--------------|------|----|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | 6801374145A | 3/17/2015 | 3/17/2016 | <table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Eq occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td>PRODUCTS - COM/POP AGG</td><td>\$ 4,000,000</td></tr><tr><td>ADOL</td><td>\$</td></tr></table> | EACH OCCURRENCE | \$ 2,000,000 | DAMAGE TO RENTED PREMISES (Eq occurrence) | \$ 300,000 | MED EXP (Any one person) | \$ 5,000 | PERSONAL & ADV INJURY | \$ 2,000,000 | GENERAL AGGREGATE | \$ 4,000,000 | PRODUCTS - COM/POP AGG | \$ 4,000,000 | ADOL | \$ |
| EACH OCCURRENCE | \$ 2,000,000 | | | | | | | | | | | | | | | | | | | |
| DAMAGE TO RENTED PREMISES (Eq occurrence) | \$ 300,000 | | | | | | | | | | | | | | | | | | | |
| MED EXP (Any one person) | \$ 5,000 | | | | | | | | | | | | | | | | | | | |
| PERSONAL & ADV INJURY | \$ 2,000,000 | | | | | | | | | | | | | | | | | | | |
| GENERAL AGGREGATE | \$ 4,000,000 | | | | | | | | | | | | | | | | | | | |
| PRODUCTS - COM/POP AGG | \$ 4,000,000 | | | | | | | | | | | | | | | | | | | |
| ADOL | \$ | | | | | | | | | | | | | | | | | | | |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | X | 6801374145A | 3/17/2015 | 3/17/2016 | <table border="1"><tr><td>COMBINED SINGLE LIMIT (Eq accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr></table> | COMBINED SINGLE LIMIT (Eq accident) | \$ 1,000,000 | BODILY INJURY (Per person) | \$ | BODILY INJURY (Per accident) | \$ | PROPERTY DAMAGE (Per accident) | \$ | | | | | | |
| COMBINED SINGLE LIMIT (Eq accident) | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per person) | \$ | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per accident) | \$ | | | | | | | | | | | | | | | | | | | |
| PROPERTY DAMAGE (Per accident) | \$ | | | | | | | | | | | | | | | | | | | |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | X | CJP4038R570 | 3/17/2015 | 3/17/2016 | <table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr></table> | EACH OCCURRENCE | \$ 5,000,000 | AGGREGATE | \$ 5,000,000 | | | | | | | | | | |
| EACH OCCURRENCE | \$ 5,000,000 | | | | | | | | | | | | | | | | | | | |
| AGGREGATE | \$ 5,000,000 | | | | | | | | | | | | | | | | | | | |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N/A | UB13741750 | 3/17/2015 | 3/17/2016 | <table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>EL EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>EL DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>EL DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table> | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | | EL EACH ACCIDENT | \$ 1,000,000 | EL DISEASE - EA EMPLOYEE | \$ 1,000,000 | EL DISEASE - POLICY LIMIT | \$ 1,000,000 | | | | | | |
| <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | | | | | | | | | | | | | | | | | | | | |
| EL EACH ACCIDENT | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | |
| EL DISEASE - EA EMPLOYEE | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | |
| EL DISEASE - POLICY LIMIT | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | |
| D | Professional Liability | | TK 1551367A | 10/31/2015 | 10/31/2016 | <table border="1"><tr><td>\$1,000,000</td><td>Per claim</td></tr><tr><td>\$2,000,000</td><td>Aggregate</td></tr></table> | \$1,000,000 | Per claim | \$2,000,000 | Aggregate | | | | | | | | | | |
| \$1,000,000 | Per claim | | | | | | | | | | | | | | | | | | | |
| \$2,000,000 | Aggregate | | | | | | | | | | | | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Saratoga Springs is included as additional insured on a primary and non-contributory basis for the general liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|--|
| City of Saratoga Springs 474 Broadway Saratoga Springs, NY 12866 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Brian G. Flood/MK |
|---|--|

© 1988-2014 ACORD CORPORATION. All rights reserved.