

EXHIBIT A



SCALABLE

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





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, email: 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,

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,

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:	ktrask@leesburgva.gov
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 Trzetzziak
PHONE NUMBER:	860-291-7245
E-MAIL:	ltrzetzziak@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 Skerritt
PHONE NUMBER:	203-937-3608
E-MAIL:	Debbie_Skerritt@cityofwesthaven.com
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:	prisciandaro@northhempstead.com
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



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

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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	10/6/2015			
Software Setup	Begin setup of the NOVAtime program based on questionnaire responses and information.	AND	Thomas Pyatt	10/6/2015			
Software Setup	Import employee information into the NOVAtime program with submitted employee file.	AND	Thomas Pyatt	10/6/2015			
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 Terminals	CSS		9/20/2015			
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	10/14-10/16			
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	10/14-10/16			
Training	Determine Training content for the Supervisors Training sessions.	CSS		9/20/2015			
Training	Train Supervisors (Dept Mgr's - Timesheet/Schedule Management etc.).	AND	Tom, Nancy	10/14-10/16			
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	9/17/2015			
Payroll Interface	*Run a test Payroll Process within NOVAtime and Import into Munis Payroll Program	AND/CSS	Thomas Pyatt /	11/16-12/14			
Payroll Interface	First Live Payroll Processing using NOVAtime 5000 and Munis Payroll	AND/CSS	Thomas Pyatt /	1/1/2016			
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 Gilchrist	Project Trainer	nancy@andrewstechnology.net
Teddy Henriquez	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 unserviceability 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

Agreed to: Andrews Technology

By: _____
Authorized signature

By: _____
Authorized signature

Name (type or print):

Name (type or print):

Title

President
Title

Date: _____
City of Saratoga Springs

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 allows 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 (<i>Hourly or Salaried</i>)	Email Address
Card #	Pay Type (<i>Exempt, N-Exempt, FLSA</i>)	Phone #1
Last Name	Exemptions	Phone #2
First Name	FTE	Emergency Phone #
Social Security #	Pay Rate(s) or Salary	Contact Person / Relation
Status (<i>Active, Inactive, Leave</i>)	Job Rates	Gender
Assigned (<i>Supervisor Assignment</i>)	Adjusted Hire Date	Marital Status
Group 1 – 8 (<i>first 3 required</i>)	Last Review Date	Address 1
Pay Policy (<i>rules</i>)	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. Gilchrist
nancy@andrewschnology.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.

GILCHRIST 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 Deveopment: 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			<u>TBD</u>
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		<u>Included</u>	
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
North Carolina 28405

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 Hanover Co.

8/11/2015

[Signature]
Thomas Deane Whitcomb



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 HVAC INC
Company Address: 1213 CULBRETH DR STE 1216 WILMINGTON NC 28405
Company Telephone No.: (988) 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 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: (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 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.

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 re-bidding 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 LTD 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>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:	
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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	ADDL INSD	SUBR 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	X		6801374L45A	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						
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COM/OP AGG \$ 4,000,000
							AIOI \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	X		6801374L45A	3/17/2015	3/17/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						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	X		CUP4038R570	3/17/2015	3/17/2016	EACH OCCURRENCE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						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	UB1374L750	3/17/2015	3/17/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. 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**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

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