

UCS

C200501

Municipality: ALBANY
Contract Number: C2005 01

Agreement

This Agreement, made and entered into between the NEW YORK STATE UNIFIED COURT SYSTEM (hereinafter "UCS"), 25 Beaver Street, New York, New York 10004 and

County Of Albany 16 Eagle Street Albany, NY 12207

Specify Name and Address

(hereinafter "Contractor"), is, for the purposes of insuring that adequate security services are available in the courts of

Albany County

Specify County or City

and providing for reimbursement to CONTRACTOR for furnishing these services. In consideration of the mutual promises herein contained, the parties agree that:

I. TERM OF AGREEMENT

A. This Agreement, including attached Appendices A, B, B-1, C, C-1 and D, shall be for a term commencing on April 1, 2019 when signed by the parties and approved by all necessary government agencies and shall continue for a maximum of five (5) years, through March 31, 2024, unless terminated earlier or extended pursuant to its terms.

B. This term shall consist of one-year periods (hereinafter "PERIOD"), each of which shall have its own maximum amount of monetary reimbursement by UCS to CONTRACTOR for that PERIOD, as provided in Section III(B)(1) of this Agreement. In addition, each PERIOD shall have its own staffing schedule, in the form of new Appendices B and B-1, to replace the Appendices B and B-1 in this Agreement or in any amendment hereto.

C. The initial period of this Agreement shall commence on April 1, 2019 and shall terminate on March 31, 2020 and the subsequent one-year periods shall commence on the first day of April and terminate on the last day of March in each succeeding year in the term of the Agreement.

D. The parties agree that any change in the dates of each subsequent PERIOD, as well as the maximum compensation and the new staffing schedule for that PERIOD, shall be established by the mutual written agreement of the parties. The maximum compensation for a subsequent PERIOD shall be subject to the approval of the Comptroller of the State of New York (OSC) if the maximum compensation for the applicable PERIOD exceeds the maximum compensation for the immediately preceding PERIOD by more than four percent (4%).

E. Upon completion of the five-year term, UCS will submit to OSC a cumulative reconciliation identifying approved maximum compensation amounts and actual expenditures for each PERIOD. Upon OSC review and approval of the reconciliation, OSC will eliminate any remaining contract authority.

II. SCOPE OF CONTRACTOR'S RESPONSIBILITIES

CONTRACTOR agrees to provide security services to the designated courts set forth in APPENDIX B in accordance with the following understandings, terms and conditions:

A. NATURE OF SERVICES PROVIDED

1. Contractor shall protect and guard the judges, nonjudicial officers and employees, trial jurors, parties, attorneys, witnesses and the general public in the designated courts, and on the court premises, as well as the property belonging to such courts.

2. CONTRACTOR shall perform any additional duties necessary to provide protection and maintain security in the designated courts and on the court premises, except that UCS shall not reimburse for the guarding of prisoners, providing prisoner transportation to and from correctional or holding facilities, or moving prisoners within the courts.

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3. CONTRACTOR agrees to abide by all policies and procedures for court security personnel established by UCS concerning the delivery of security services.

4. CONTRACTOR agrees that all court security training programs will be consistent with UCS policies and procedures, and that curricula for such programs will be submitted to UCS in writing for prior approval.

5. CONTRACTOR shall provide such additional court security services as UCS or its designee may require.

B. OBLIGATIONS OF CONTRACTOR AND UCS

1. CONTRACTOR shall supply DCJS certified police and/or peace officer personnel within CONTRACTOR's employ as security personnel to provide security services in accordance with the provisions of Section II paragraph A above for the court or courts designated in this Agreement. All security personnel, with the exception of court attendants, employed pursuant to this Agreement (a) shall meet the physical, mental, skill and age requirements for all other police/peace officer personnel employed by the CONTRACTOR and (b) shall have satisfied all training requirements pursuant to either section 209 (g) of the General Municipal Law or section 2.30 of the Criminal Procedure Law. CONTRACTOR shall certify all police officer personnel as defined in section 1.20 of the Criminal Procedure Law and all peace officer personnel as defined in section 2.10 of the Criminal Procedure Law in the central state registry of police officers and peace officers (Registry) as required by section 845 of the Executive Law. Deputy Sheriffs certified in the Registry pursuant to their assignments by CONTRACTOR to correction officer duties may be assigned to the court security pool. The carrying of firearms by contractual security personnel is strictly prohibited unless such security personnel are certified in the Registry.

2. CONTRACTOR shall designate one of its security personnel as listed in Appendix B-1 to serve as Security Supervisor for CONTRACTOR. The Security Supervisor shall be responsible for the on-site administration of CONTRACTOR's security program. The responsibilities of the Security Supervisor shall include, but not be limited to, directing, supervising and monitoring the day-to-day work and conduct of security personnel supplied by CONTRACTOR pursuant to this Agreement, maintaining daily attendance records for such employees and insuring that such employees properly perform security functions in the locations to which they are assigned pursuant to subparagraph (3) below. UCS may, in its discretion, require CONTRACTOR to designate additional supervisors, according to the needs of the designated courts.

3. The Administrative Judge of the Judicial District, on behalf of UCS, shall designate at least one person employed by UCS to serve as Security Coordinator for UCS. The Security Coordinator shall be responsible for determining the specific security functions and locations within the designated courts to which CONTRACTOR shall assign its employees, in accordance with the needs of the designated courts as determined by the Security Coordinator. The Security Supervisor shall confer with the Security Coordinator regarding the daily staffing requirements of individual courts. The Security Coordinator shall determine the time and hours during which CONTRACTOR's employees shall be needed to furnish security services in each court and shall monitor the daily attendance records maintained by CONTRACTOR's Security Supervisors for the designated courts.

4. CONTRACTOR's Security Supervisor and UCS's Security Coordinator shall continually review and evaluate the security services provided by CONTRACTOR. CONTRACTOR's Security Supervisor shall consult with and acquire the approval of the Security Coordinator or, in his/her absence, the Clerk of the Court, prior to taking any action not otherwise prohibited by the terms of this Agreement that may affect court security in the designated courts or on court premises or that may interfere with normal court operations.

C. DEPLOYMENT REQUIREMENTS

1. CONTRACTOR shall select and designate at least the minimum number, and not more than the maximum number, of security personnel set forth in Appendix B to a security pool maintained for the purpose of deployment to the designated courts. The minimum number of personnel for each court shall be designated exclusively to the security pool and assigned to the applicable court on a regular basis. The assignment of personnel above the minimum number and up to the maximum number shall be based upon need as determined by the UCS Security Coordinator. UCS may require CONTRACTOR to select, designate and assign additional security personnel above the maximum number set forth in Appendix B to the security pool as UCS may determine, in its discretion, are needed in the designated courts, provided that such additional security personnel shall not cause expenditures to go beyond the funding limitation for that PERIOD. Contractor shall not make any additions to the security pool without the express prior written consent of UCS. Only security personnel who are members of the security pool may be assigned by CONTRACTOR to provide court security services. All security positions to be filled by CONTRACTOR shall be listed in Appendices B and B-1 to this Agreement. Appendix B-1 shall include the title, rank and the registry to which the person filling that position is certified.

2. In those instances in which CONTRACTOR is to provide security services for several courts within a county or city, CONTRACTOR, as far as practicable and upon the request of the UCS, shall designate and assign the same security personnel to each court on a continuing basis. Except in cases of emergencies or requests by UCS, security personnel assigned to a specific court shall not be removed or reassigned to another court by CONTRACTOR. In the event of such emergency removal or reassignment, CONTRACTOR shall notify the Security Coordinator forthwith.

3. CONTRACTOR shall provide a replacement for any security personnel assigned to a court pursuant to this Agreement who is absent from his or her assigned location for any reason, unless the Security Coordinator determines that a replacement is not necessary.

4. CONTRACTOR shall replace any of its employees assigned to provide court security whom UCS determines is performing unsatisfactorily. UCS will participate in any appropriate disciplinary proceeding required pursuant to the appropriate collective bargaining agreement between employee and CONTRACTOR.

5. All additions and replacements to the security pool must meet all criteria for security personnel specified in Section II(B)(1) above. The assignment of additional and replacement security personnel who are ranking officers or officers in overtime status may be made only with the prior written consent of UCS. In the event that Contractor assigns ranking officers or officers in overtime status as additional or replacement security personnel without the prior written consent of UCS, Contractor will be reimbursed for the hours worked by such personnel as specified in Section III(B)(1)(h).

III. FINANCIAL OBLIGATIONS AND REPORTING REQUIREMENTS

A. DOCUMENTATION AND VERIFICATION

1. CONTRACTOR shall maintain, in the format prescribed in Appendices C or C-1, as applicable, a monthly log for each court in which security services are provided, indicating for each employee the number of hours worked and the hourly rate paid, together with the total amount expended for all employees assigned to provide security services. Daily sign-in and sign-out sheets also shall be maintained for each court by CONTRACTOR, in the format prescribed in Appendix D, on which shall be recorded the attendance and hours actually worked by each of CONTRACTOR's employees in that court. The daily attendance records and monthly logs must be reviewed for accuracy by the Security Supervisor and certified by the CONTRACTOR before a request for payment will be processed by UCS.

2. Within ten (10) days after the end of each month, CONTRACTOR shall submit to UCS a voucher, in a format to be provided to CONTRACTOR by UCS, for reimbursement of monies expended by CONTRACTOR to provide court security services during the preceding month. CONTRACTOR shall sign and forward the voucher, together with copies of all monthly log sheets and daily attendance records for its employees, to: (insert name, title, and address)

Charles Diamond, Chief Clerk

Albany Supreme & County Court

16 Eagle Street - Room 102

Albany, New York 12207

3. UCS, upon receiving the voucher, monthly log sheets and daily attendance records, shall review the expenditures, approve allowable costs in accordance with paragraph (B) of this section, and submit the voucher to the New York State Department of Audit and Control for payment to CONTRACTOR.

B. ALLOWABLE COSTS

1. UCS shall reimburse CONTRACTOR in an amount equal to allowable costs paid by CONTRACTOR for its employees who are assigned to provide security services for the designated courts pursuant to the terms of this Agreement, provided, however, that the total amount of reimbursement during the initial PERIOD of this Agreement shall not exceed \$ 2,079,305. The reimbursement not-to-exceed amount must be equal to the amount of the average annual salary and the average annual fringe benefits for employees assigned to provide security pursuant to this agreement as specified in Appendix B. The average annual salary and average annual fringe benefits must include all allowable reimbursable costs as specified in paragraph B of this section. For each subsequent one-year period, a new Appendix B and a new Appendix B-1 will be submitted.

- a. The allowable reimbursement costs for each employee assigned to the designated courts shall in no event exceed the monies paid to an employee of CONTRACTOR holding a similar title with similar time in service pursuant to a collective bargaining contract or other agreement applicable to CONTRACTOR's other law enforcement employees.
- b. Consistent with the limitations detailed herein, reimbursable costs shall include the total costs expended monthly by CONTRACTOR for employees performing court security services pursuant to this Agreement for actual hours worked, overtime as provided in subparagraph (f) below, paid leave, fringe benefits (including uniform maintenance), pensions, and wages while in attendance at in-service training programs, as provided in subparagraph (e) below. Fringe benefit categories and their percentages shall be itemized on Appendix B for each PERIOD.
- c. The monthly total costs set forth in subparagraph (b) above shall be based on the hourly rate for services rendered by each employee of CONTRACTOR providing security services pursuant to this Agreement, except as specified in subparagraph (h) below, and shall contain a written breakdown setting forth the portions of the hourly rate allocable to salary and the portions allocable to each fringe benefit.
- d. Prior to the end of each PERIOD during which this Agreement is in effect, CONTRACTOR shall provide UCS with an accounting of the fringe benefits actually paid by CONTRACTOR during the prior fiscal year or PERIOD on behalf of its employees who performed services for UCS. In the event of any discrepancy between the amount of allowable fringe benefits paid by CONTRACTOR and the amount reimbursed to CONTRACTOR by UCS for these fringe benefits, the parties agree to reconcile the difference, either by CONTRACTOR refunding money to UCS or by additional payments from UCS to CONTRACTOR. Any such reconciliation must be completed by September first of each year.
- e. CONTRACTOR may be reimbursed for an employee providing services pursuant to this Agreement while such employee is in attendance at in-service training programs only if CONTRACTOR has received prior written approval from UCS for said employee's attendance at such training programs. In addition, UCS shall reimburse CONTRACTOR for the wages of an employee specifically hired to perform court security services for UCS pursuant to this Agreement whose initial assignment to the court security pool occurs on or after April 1, 2019, and whose assignment is: (i) in replacement of an employee who left the employ of Contractor; or (ii) pursuant to an expansion of the number of personnel in the court security pool requested by UCS; or (iii) due to other circumstances approved in advance in writing by UCS, while said employee is in attendance at up to thirty-five (35) hours of initial basic training and up to forty-seven (47) hours of initial firearms training for peace officer certification as mandated by the New York State Division of Criminal Justice Services.
- f. Overtime shall be reimbursable only when required and pre-approved in writing by UCS.
- g. The cost to CONTRACTOR for paid leave time for its employees who are assigned to provide security services for UCS pursuant to this Agreement shall be reimbursable only where such leave time actually is earned by each employee during the term of this Agreement for services in the courts. The cost of leave time shall be factored into the hourly reimbursement rate for each employee by computing the cost of paid leave on a "per hours worked" basis and adding the amount to the hourly reimbursement rate.
- h. In the event that CONTRACTOR assigns ranking officers or officers in overtime status as additional or replacement security personnel without the prior written consent of UCS, CONTRACTOR will be reimbursed for the hours worked by those employees as follows: (i) for an officer in overtime status, reimbursement will be at the officer's regular hourly rate (without overtime); and (ii) for a ranking officer, reimbursement will be at the at the hourly rate of the highest paid non-ranking officer regularly assigned to the security pool for the applicable court as set forth on Appendix B-1.
- i. Nothing contained in subparagraphs (a) through (h) of paragraph B1 of Section III shall increase or be construed to increase the maximum total liability of the UCS under this Agreement to an amount in excess of the maximum reimbursement amount established for any Period of this Agreement.

2. It is expressly understood and agreed that section III, subparagraph (B)(1) above sets forth the full extent of UCS's liability to CONTRACTOR for expenditures made by CONTRACTOR in order to fulfill the terms of this Agreement. UCS shall not be liable to CONTRACTOR for any other expenditures, including, but not limited to:

- a. Monies expended for the guarding of prisoners, providing prisoner transportation to and from correctional or holding facilities, or moving prisoners within the courts;
- b. Except as otherwise provided herein, monies expended in connection with the recruitment, selection and training of security personnel to be assigned to the designated courts, including, but not limited to, expenditures for administering physical or written examinations, providing initial training as mandated by the New York State Division of Criminal Justice Services in excess of thirty-five (35) hours of basic training and forty-seven (47) hours of firearms training;
- c. Monies expended for purchasing ~~_____~~, equipment and supplies, including but not limited to portable radios, ballistic vests, firearms and ammunition; and
- d. Monies expended for employees who are on paid leave, except as provided in section III, subparagraphs (B)(1)(b) and (g) above.

IV. STATUS OF CONTRACTOR AND ITS EMPLOYEES

It is expressly understood and agreed as follows:

- A. CONTRACTOR's status hereunder is that of an independent contractor.
- B. No employee of CONTRACTOR is an employee of UCS. CONTRACTOR is responsible for the work, direction, compensation and personal conduct of its employees who are assigned to provide security services for courts pursuant to this Agreement.
- C. Nothing included in this section or in any other provision of this Agreement shall be construed to impose any liability upon UCS to persons or other entities employed or engaged by CONTRACTOR or its employees, servants or agents or in any other capacity, or shall make UCS liable for the acts, omissions, liabilities, obligations or taxes of any nature, including without limitation, unemployment insurance and workers' compensation, of CONTRACTOR or its employees, servants, agents or independent contractors, provided however, that to the extent any tax, unemployment insurance or workers' compensation is an allowable cost pursuant to Appendix B, UCS shall reimburse Contractor for such allowable cost.
- D. CONTRACTOR shall hold the UCS harmless from, and indemnify UCS for, all liability, losses, costs or expenses (including reasonable attorney fees) which UCS may incur by reason of:
 1. CONTRACTOR's performance or failure to perform under this Agreement;
 2. CONTRACTOR's breach of any term, provision, covenant, warranty or representation contained herein; and
 3. The enforcement of this Agreement or any provision hereof.

V. EXTENSION AND TERMINATION

- A. This Agreement may be extended as provided in Section I above and by mutual written agreement of the parties.
- B. This Agreement may be terminated with or without cause by UCS upon thirty (30) days written notification to CONTRACTOR.
- C. In the event of termination, UCS shall not be liable for reimbursement for any services rendered after the effective date of termination.
- D. CONTRACTOR shall, within twenty (20) days of the effective date of termination, render a final voucher as provided in Section III (A) (2) herein for all un-reimbursed services up to effective date of termination. Nothing in this section

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shall be construed to, or shall, increase the total liability of UCS under this Agreement above the maximum amount of reimbursement provided in Section III (B) (1) of this Agreement.

VI. OTHER TERMS AND CONDITIONS

A. Appendices A, B, B-1, C, C-1 and D are attached hereto and made parts hereof.

B. The Comptroller of the State of New York and UCS shall have the right to audit the books of account of CONTRACTOR with respect to the services rendered and expenses incurred pursuant to this Agreement, and such books of account shall be open to inspection by the Comptroller and UCS at any mutually convenient time or times. Records of CONTRACTOR pertaining to, or reflecting services performed under, the Agreement shall be retained as set forth in paragraph 10 of Appendix A.

C. The headings used in this Agreement are for reference purposes only and are not controlling.

D. The terms and conditions of this Agreement, together with its appendices, represent the full understanding of the parties, and no part of this Agreement may be changed without the express written consent of both parties, except as otherwise provided herein.

E. The parties agree that each shall perform its obligations hereunder in accordance with all applicable laws, rules and regulations now or hereinafter in effect and that this Agreement shall be governed by and construed in accordance, with the laws of New York State.

F. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then that term or provision shall be deemed stricken, and the remaining provisions of this Agreement shall remain in full force and effect.

FOR: Albany County Sheriff's Office

BY: [Signature]

DATED: July 26, 2019

FOR: NEW YORK STATE
UNIFIED COURT SYSTEM

[Signature]
Maureen H. McAlary, Director
Division of Financial Management

DATED: 8/28/2019

Approved as to Form:
NYS Attorney General

Approved By:

Thomas P. DiNapoli
Comptroller

By:

APPROVED AS TO FORM
NYS ATTORNEY GENERAL

Dated:

OCT 04 2019

[Signature]
BENJAMIN P. MAGGI
ASSISTANT ATTORNEY GENERAL

By:

APPROVED
DEPT. OF AUDIT & CONTROL

Dated:


OCT 15 2019

[Signature]
FOR THE STATE COMPTROLLER

ACKNOWLEDGMENT

STATE OF NEW YORK)
)
COUNTY OF ALBANY)

On this 26 day of July 2019 before me personally came
Craig D. Apple, Sr. to me personally known, who, being by me sworn, did
depose and say that s/he resides in _____
that s/he is the Sheriff of Albany County the municipality
described in and which executed the within instrument; that s/he knows the seal of said municipality; that
the seal affixed to said instrument is such municipal seal; and, that s/he was so authorized to sign her/his
name thereto.


NOTARY PUBLIC

March 2015

New York State Unified Court System
Appendix A
Standard Clauses for all Contracts

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

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000.00, or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. **WORKER'S COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration, or repair of any public building or public work, or for the manufacture, sale, or distribution of materials, equipment, or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors, shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239, as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise

provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000.00, the Contractor agrees, as material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition or appeal (2 NYCRR 105.4).
9. **SET OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.
11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**
 - (a) **IDENTIFICATION NUMBER(S).**

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

PRIVACY NOTIFICATION.

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
13. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
14. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.
15. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.
16. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.
17. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

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

APPENDIX B**STAFFING SCHEDULE**

DESIGNATED COURT	TITLE	RANK	MINIMUM NO. OF SECURITY PERSONNEL REQUIRED	MAXIMUM NO. OF SECURITY PERSONNEL REQUIRED
Albany Supreme & County	Deputy Sheriff	Sergeant	0	1
Albany Supreme & County	Deputy Sheriff	None	7	10
Albany Supreme & County	Court Attendant	None	0	2
Albany Family Court	Deputy Sheriff	Sergeant	0	1
Albany Family Court	Deputy Sheriff	None	6	10
Albany Family Court	Court Attendant	None	0	6

APPENDIX B**STAFFING SCHEDULE**

DESIGNATED COURT	TITLE	AVERAGE ANNUAL SALARY*	AVERAGE ANNUAL FRINGE BENEFITS*	ESTIMATED FTE	MAXIMUM COST
Albany Supreme County Farm	Sergeant	\$72,945	\$51,477	2.00	\$248,845
Albany Supreme County Farm	Deputy	\$58,577	\$45,309	15.25	\$1,584,272
Albany Supreme County Farm	Court Attendants	\$26,356	\$16,459	5.75	\$246,188
					\$0
					\$0
					\$0
					\$0
Maximum Annual Contract Amount					\$2,079,305

*Average annual salary and average annual fringe benefits must include all allowable reimbursable costs as specified in Section III(B) of the Agreement.

FRINGE BENEFITS

Fringe benefits pursuant to collective bargaining agreement for 2019. All applicable benefit categories must be listed below to be eligible for reimbursement.

Type	% of Salary (or Amount)	
	Deputies	Attendants
Retirement	25.70%	15.80%
FICA/Medicare	7.65%	7.65%
Health Insurance	41.00%	37.00%
Longevity	3.0%	2.0%
SGT	70.57%	
	Total: 77.35%	62.45%