

Albany County Request for Contract Approval

Contract #	2025-2942
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	Sole Source
Department	A3110 - Sheriff
Date Submitted	Thursday, April 10, 2025
Contact Person	Harris, Tina
Contact Phone	+1 5184875435
Vendor Info	Readiness Network, Inc. 338 Raleigh Street, Holly Springs, NC 27540
Estimated Amount	\$50,000.00
Estimated Term	4/15/2025 to 4/14/2026
Scope of Services	Leadership and Human Performance e-Learning modules for all personnel within the Albany County Sheriff's Office.
Budget Line Item	AA3110 - 44046 - 10000
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature

ALBANY COUNTY SHERIFF'S OFFICE



CRAIG D. APPLE, SR.
SHERIFF

MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

County Court House
Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM

Date: April 10, 2025

To: Contract Administration Board (CAB)

From: Craig D. Apple Sr., Sheriff

Subject: Subscription Contract (Contract Request 2025-2942)

Briefly, this request is to enter into an agreement with Readiness Network, Inc. for (1) one year with (2) two (1) one-year renewal options. The cost is not to exceed (50,000) Fifty thousand per year. Readiness Network, Inc. will provide agency foundation in leadership, ethics, emotional intelligence, communications & strategic decision making.



**Emerging Leaders Program & MAGNUS Leader APP
SaaS SUBSCRIPTION CONTRACT**

**READINESS NETWORK, INC.,
d/b/a INTERNATIONAL ACADEMY OF PUBLIC SAFETY
d/b/a NATIONAL COMMAND AND STAFF COLLEGE**

AGREEMENT made and entered into this the _____ day of _____ 2025, by and between Albany County Sheriff's Office, 16 Eagle Street, Albany, NY 12207 (the "AGENCY") and Readiness Network Inc., d/b/a "International Academy of Public Safety," "d/b/a National Command & Staff College", 338 Raleigh Street, Holly Springs, North Carolina 27540 (the "READINESS").

The AGENCY hereby enters into this Agreement for services with READINESS, in consideration of and pursuant to the terms and conditions set forth herein:

1. This SaaS Agreement includes the following offerings. It provides significant discounts.

Offering # 1: Leadership and Human Performance e-Learning Modules Delivered Through a Customized Learning Management System (LMS) - Valued at \$50,000 for one year with option to renew for additional years

Provide unlimited 24/7 access to the e-learning modules listed below via a customized Learning management System for all personnel at the Agency for the terms of agreement. The system will provide compliance on participation, reporting and certificates of completion.

The modules provide a comprehensive foundation in leadership principles, ethics, emotional intelligence, communication, and strategic decision-making. Designed for professionals at all levels, these courses help individuals enhance their leadership skills, improve team dynamics, and navigate complex organizational challenges.

The modules will elevate leadership capabilities across all **Agency departments**, ensuring that employees at every level are equipped with the skills needed to

navigate complex challenges, enhance collaboration, and drive operational excellence. This program provides a **comprehensive foundation** in **leadership principles, ethics, emotional intelligence, communication, and strategic decision-making**, all of which are critical for delivering high-quality public services.

By implementing this program agency-wide, employees will gain **practical tools to strengthen teamwork, improve decision-making under pressure, and foster a culture of accountability and continuous improvement.** Supervisors and managers will develop **adaptive leadership strategies**, ensuring they can effectively manage personnel, resolve conflicts, and lead with confidence in times of crisis or transition. Additionally, frontline employees will benefit from **enhanced communication skills, problem-solving techniques, and resilience training**, helping them perform at their best while maintaining well-being in demanding roles.

The completion of the Leadership Courses will produce 6. hrs. of Upper Division Undergraduate College Transfer, nationwide through American Council on education. To see a listing of universities in Texas honoring the transfer, [go here](#).

ACE Credit Recommendation & Competencies

Upper-Division Baccalaureate 3	Police Science
Upper-Division Baccalaureate 3	Organizational Leadership

Leadership Fundamentals & Principles • Leadership Principles and Concepts (1 Hr.) • Leadership and Ethics (5 Hrs.) • Leadership and Change (1 Hr.) • Personal Leadership (2 Hrs.) • Leadership and Power (1 Hr.) • Leadership Theories (2 Hrs.) • Moral Compass (6 Hrs.) Historical & Military Leadership Insights • Lincoln on Leadership (7 Hrs.) • Military Leadership (1 Hr.) • Cyrus on Leadership (1 Hr.) Supervisory & Organizational Leadership • 1st Line and Mid-Level Supervision (1 Hr.) • Human Capital Management (1 Hr.) • Managing Personnel Performance (2 Hrs.)	Emotional Intelligence & Communication • Active Listening (1 Hr.) • Effective Communication (1 Hr.) • Practical Emotional Intelligence (2 Hrs.) • Proactive Communication (2 Hrs.) • Conflict Management (2 Hrs.) • Emotional Intelligence (1 Hr.) • Change and Positive Emotional Intelligence (1 Hr.) • Self-Management Skills (10 Hrs.) Influential & Ethical Leadership • Authentic Leadership (1 Hr.) • Servant Leadership (2 Hrs.) • Credible Leadership (2 Hrs.) • Effective Leadership (2 Hrs.) • Reflective Leadership (1 Hr.) • Action Leadership (1 Hr.) Culture, Diversity & Team Development • Generations (2 Hrs.)
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Strategic & Adaptive Leadership • Adaptive Leadership (2 Hrs.) • Adaptive Decision Making (1 Hr.) • Building a Professional Culture (2 Hrs.) Visionary & Transformational Leadership • Good to Great (1 Hr.) • Making Vision Statements Intentional (1 Hr.) • Legacy Leadership (1 Hr.) Toxic & Ethical Challenges in Leadership • Toxic Leadership (1 Hr.) • Implicit Bias (4 Hrs.) Leadership Certifications & Mastery • Leadership Theories & Practices Certification • Leadership Application & Advancement Certification • Leadership Competency & Mastery Certification (40 Hrs.)	• Cultural Diversity (1 Hr.) • Community Leadership (1 Hr.) • Leadership and Customer Service (2 Hrs.) • Team and Organization Development Skills (10 Hrs.) Books & Case Studies in Leadership • It's Your Ship (5 Hrs.) • It is Our Ship (10 Hrs.) • Authentic and Deliberate Leadership: The West Point Way (40 hrs.) Advanced Problem-Solving & Decision-Making • Problem-Management and Opportunity Leveraging (10 Hrs.) • Versatility Skills (10 Hrs.)
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***Offering # 2: MAGNUS LEADER APP - - Fee waived for this offer
- 3 years Commitment***

Provide unlimited 24/7 access to the MAGNUS Leader Application available to iOS and Google stores for all personnel at the Agency for the terms of agreement.

The **MAGNUS Leader App** is a cutting-edge mobile platform designed to train and develop agency municipalities using the **11 Rings of Performance & Well-Being**. This cost-effective solution provides agency managers and municipal leaders with on-demand access to leadership training, resilience-building strategies, and practical tools to enhance performance across departments.

The 11 Rings of Performance & Well-Being:

1. **Relationship Development** – Strengthening relationships and trust within teams and communities.
2. **Family Dynamics** – Understanding the impact of family dynamics on leadership and decision-making.
3. **Spiritual being** – Embracing mindfulness and purpose-driven leadership.
4. **Mental Toughness** – Cultivating mental toughness for high-stakes decision-making.



MAGNUS Leader APP IOS

5. **Emotional Factors** – Developing emotional intelligence for effective leadership.
6. **Physical Health Optimization** – Prioritizing physical health and well-being to sustain peak performance.
7. **Resilience Fitness** – Strengthening resilience to navigate adversity and change.
8. **Financial Stability**– Enhancing financial stability and fiscal responsibility within leadership roles.
9. **Occupational Fulfillment** – Fostering job satisfaction, purpose, and engagement in the workplace.
10. **Leadership Capacities** – Developing strong leadership capabilities that inspire teams.
11. **Social Connection** – Building social capital and fostering meaningful professional networks.



MAGNUS LEADER APP ANDROID

Offering # 3: Four Days (4-days) of Dr. Mitch Javidi's Teaching – Fee waived for this offer

As part of this agreement, Dr. Javidi will be offering a total of **four (4) days** of teaching at the AGENCY focused on high-performance leadership principles, resilience, and well-being.

2. The subscription is for 3-years at the cost of \$50,000 for one year with the option to renew for additional year(s) - PAYMENT TERMS - Payments are due NET 30 days and will be processed through ACH. Alternatively, credit card payments may be accepted, but will be subject to 6% processing fee as passed on by the banking institution. Course offerings will be invoiced based upon the following schedule:

\$50,000 due Upon proposal approval

3. READINESS agrees to indemnify and hold the AGENCY, its officers, agents and employees, harmless from and against all actions, suits, damage, liability or other proceedings that may arise as the result of READINESS's deliverables and performance of services hereunder. This section does not require READINESS to be responsible for or defend against claims or damages arising solely from errors or omissions of the AGENCY, its officers, agents or employees. READINESS's obligations under this provision survive termination of this Agreement.

4. READINESS, always during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types naming AGENCY as an additional insured on the policy and with the limits as follows:

A. Commercial General Liability Insurance:

READINESS shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If

such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:

READINESS agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit of not less than \$1,000,000.

D. Worker's Compensation Insurance:

READINESS shall procure and maintain workers' compensation and employers' liability insurance as required by applicable state law.

Before beginning work under this Agreement, READINESS shall furnish the AGENCY with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, READINESS agrees to provide immediate notice to the AGENCY and provide a new certificate of insurance showing continuous coverage in the amounts required. READINESS shall furnish copies of insurance policies if requested by the AGENCY.

5. While performing services hereunder, READINESS is an independent contractor and not an officer, agent, or employee of the AGENCY.

6. READINESS agrees to report to the AGENCY any event encountered during performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject READINESS or the AGENCY to liability. READINESS shall report any such event to the AGENCY immediately upon discovery. READINESS's obligation under this section shall only be to report on the occurrence of any event to the AGENCY and to make any other report provided for by their duties or applicable law. READINESS's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-AGENCY communications). Reporting to the AGENCY under this section shall not excuse or satisfy any obligation of READINESS to report any event to law enforcement or other entities under the requirements of any applicable law.

7. This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event READINESS breaches any of the terms or conditions hereof, this Agreement may be terminated by the AGENCY at any time with or without notice and will maintain all user data (transcripts and students' records) as well as remote access to the SCORM course for 1 year. If termination for such a default is affected by the AGENCY, any payments due to READINESS at the time of termination may be adjusted to cover any additional costs to the AGENCY because of READINESS's default. If after the AGENCY terminates a default by READINESS it is determined that READINESS was not at fault, then READINESS shall be paid for eligible services rendered and expenses incurred up to the date of termination.

Upon termination, READINESS will terminate the AGENCY's access to the websites and agrees to return all educational programs developed by the AGENCY and any data and information the AGENCY provided READINESS during the term of this Agreement.

8. This Agreement may not be assigned without the express prior written consent of the parties hereto. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.

9. READINESS will comply with all federal, AGENCY and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing deliverables and services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

10. READINESS may use subcontractors to perform the services described herein.

11. READINESS acknowledges and agrees that all AGENCY developed software programs, presentations and tests placed on READINESS's servers under the AGENCY's domain name, as well as all other information and data produced or provided by the AGENCY and the Participants accessing the educational software programs under the AGENCY's domain name are the sole property of the AGENCY and will not be used by READINESS in any way without written consent of the AGENCY.

12. READINESS certifies that neither READINESS nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any AGENCY or local government department or AGENCY. READINESS further agrees that it will immediately notify the AGENCY if, during the term of this Agreement, READINESS or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any AGENCY or local government department or AGENCY.

13. It shall be the duty of READINESS to assure that its services and software programs are technically sound and in conformance with all pertinent Federal, AGENCY and local statutes, codes, ordinances, resolutions and other regulations. READINESS shall, without additional compensation, correct or revise any errors or omissions in its work products.

14. While providing deliverables, and performing services under this Agreement, READINESS will not infringe any patent, copyright, trademark, trade secret or other proprietary right of any person. READINESS will not use any trade secrets, or confidential or proprietary information owned by any third party in performing the services related to this Agreement or in delivery of the system. READINESS represents and warrants that neither READINESS nor any other company or individual performing services on READINESS's behalf is under any obligation to assign or give away any work done under this Agreement to any third party.

15. READINESS represents and warrants that it has the full power and authority to grant the rights described in this Agreement without violating any rights of any third party, and that there is currently no actual or threatened suit by any such third party based on an alleged violation of such rights by READINESS. READINESS further represents and warrants that the person executing this Agreement for READINESS has actual authority to bind READINESS to each term, condition and obligation to this Agreement, and that all requirements of READINESS have been fulfilled to provide such actual authority.

16. READINESS represents and warrants that:

- a. READINESS is a corporation duly incorporated, validly existing and in good standing under the laws of its state of incorporation and has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement.
- b. The execution, delivery and performance of this Agreement has been duly authorized by READINESS and no approval, authorization or consent of any governmental or regulatory AGENCY is required to be obtained for READINESS to enter into this Agreement and perform its obligations under this Agreement.
- c. READINESS is duly authorized to conduct business in and is in good standing in each jurisdiction in which READINESS will conduct business in connection with this Agreement.
- d. READINESS has obtained all licenses, certifications, permits, and authorizations necessary to provide the deliverables and perform the services under this Agreement and currently is in good standing with all regulatory agencies that regulate any or all aspects of READINESS's deliverables and performance of the services. READINESS will maintain all required certifications, licenses, permits, and authorizations during the term of this Agreement at its own expense.
- e. Each subcontractor providing a substantial amount of the services under this Agreement has the financial resources to carry out its duties under this Agreement; and
- f. READINESS's methods of accounting are consistent with generally accepted accounting principles and are capable of segregating costs by stage, segment, or cost objective in order to support change order accounting.

17. Notwithstanding anything in this Agreement to the contrary, neither party shall be liable for any delay or failure to perform under the terms and conditions of this Agreement, if the delay or failure is caused by war, terrorist attacks, riots, civil commotion, fire, flood, earthquake or any act of God, or other causes beyond READINESS's reasonable control. Provided, however, that to be excused from delay or failure to perform, READINESS

must act diligently to remedy the cause of such delay or failure and must give notice to the AGENCY as provided in this Agreement as soon as reasonably possible to explain the length and cause of the delay in performance.

18. The award of this Agreement to READINESS is not in any way an endorsement of READINESS or READINESS's services by the AGENCY and may not be so represented by READINESS in any advertising or public agency materials. READINESS agrees to submit to the AGENCY all advertising, sales promotion, and other public agency relating to this Agreement wherein the AGENCY's name is mentioned, or language is used from which the connection of the AGENCY's name therewith may be inferred or implied. READINESS further agrees not to publish or use such advertising, sales promotion, or public agency without the prior written consent of the AGENCY. READINESS may not in any way contract on behalf of or in the name of the AGENCY, nor may release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this Agreement without obtaining the prior written approval of the AGENCY.

19. This Agreement is intended to only to govern the rights and interest of the Parties named herein. It is not intended to, does not and may not be relied upon to create any rights, substantial or procedural, enforceable by any third party in any matter, civil or criminal.

20. CESSATION OF BUSINESS: READINESS will notify the AGENCY of impending cessation of its business or that of a tiered provider and any contingency plans in the event of notice of such a failure. This includes immediate transfer of any previously escrowed assets and data and AGENCY access to READINESS's facilities to remove and destroy any AGENCY-owned assets and data. READINESS shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the AGENCY. READINESS will provide a fully documented service description and perform and document a gap analysis by examining any differences between its services and those to be provided by its successor. READINESS will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the AGENCY. READINESS will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and impact on the AGENCY, all such work to be coordinated and performed in advance of the formal, final transition date.

21. GOVERNING LAW AND VENUE: This contract shall be interpreted in accordance with the laws of the state of New York and the venue shall be in Albany, NY.

22. NOTICE TO PROCEED: The AGENCY or its designee shall give READINESS notice to proceed on all work. READINESS shall commence the services within ten (10) days after receipt of such notification.

23. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Agency Manager on behalf of the AGENCY, and by Mitch Javidi, Ph. D, on behalf of READINESS, or such authorized designees as either party may from time to time designate in writing.

Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, if notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such a party.

24. If any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

25. The software programs and services to be provided by READINESS under this Agreement are of such a unique nature that READINESS is clearly and justifiably the only practicable source to provide the needed supplies and services resulting in READINESS justifiably being the sole source for the supplies and services provided by and through this Agreement. Through this Agreement, the AGENCY has negotiated the most advantageous price for completion of the project described in the Work Plan.

26. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

27. In Witness, Whereof, the parties signify their agreement effectively the date above first written by the signatures affixed below.

Albany County Sheriff's Office, NY

Readiness Network, Inc.:

BY: _____

BY: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

(DATE)

(DATE)

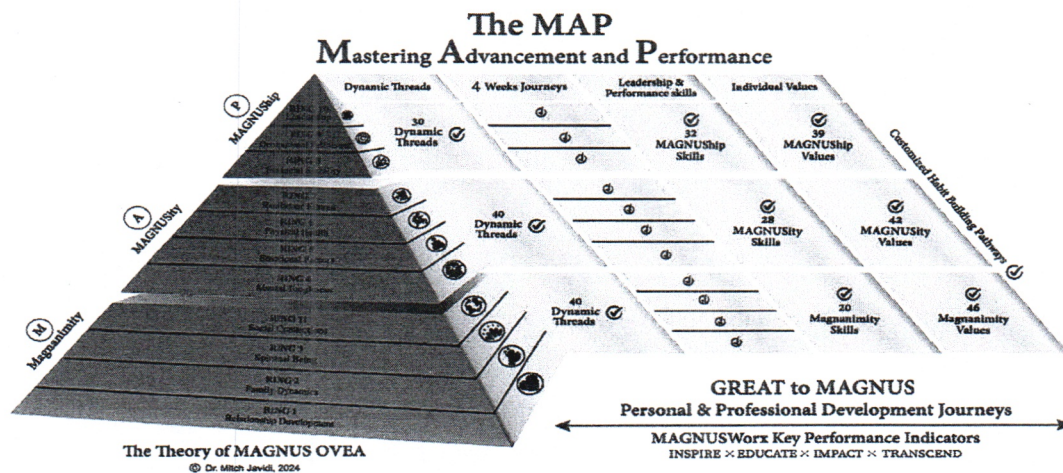


April 6, 2025

From: Dr. Mitch Javidi, President
To: Albany County Sheriff's Office
RE: Sole Developer Certification

I am writing this letter to formally certify that Readiness Network Inc. / dba International Academy of Public Safety/dba National Command and Staff College/dba MAGNUSWorx, 338 Raleigh Street, Holly Springs, North Carolina 27540 is the sole developer and sole-source provider of the following.
Copyright 2025.

1. Copyrighted curated content around eleven (11) domains of wellness developed by Subject Matter Experts around the science of MAGNUS OVEA (developed, copyrighted, and sole-sourced by the company) and included in MAGNUSWorx & MAGNUS Leader APPs are sole sources and not available through other providers. This includes the entire MAP of the MAGNUS Theory, including 80 Skills of human and wellness performance with 127 virtues to drive habit-building tools.
- 2.



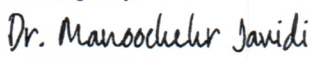
- a. Data collected via by the applications are managed through Knowledge Management Organization (KMO) proprietary pulsing assessments exclusively designed by our professional staff and advisors to understand the well-being of employees and stakeholders based on evidence-based science for human flourishing. All data collected will be processed using the proprietary intellectual property algorithm and safeguarded as a trade secret. The actions, insights, and recommendations are built through machine learning and artificial intelligence developed from our algorithm that drives our Proprietary Natural Language Processing (NLP). The technology of combining MAGNUS OVEA Theory methodologies with our NLP is sole-sourced and not available through other providers.
 - b. The Bulletproof Spirit Wellness e-Learning program, fully developed by the company and included in the APPs, is solely sourced and unavailable through other providers.
 - c. The West Point Leadership e-Learning program, fully developed by the company and included in the applications, is solely sourced and unavailable through other providers.
 - d. The creative arts and usability tools in the applications are programmed using the company's code and are exclusive to these applications.
3. Copyrighted curated Emerging leadership program delivered a customized Learning management System for all personnel. at the Agency for the terms of the agreement. The system will provide compliance on participation, reporting and certificates of completion. The modules provide a comprehensive foundation in leadership principles, ethics, emotional intelligence, communication, and strategic decision-making. Designed for professionals at all levels, these courses help individuals enhance their leadership skills, improve team dynamics, and navigate complex organizational challenges. The completion of the Leadership Courses will produce 6. hrs. of Upper Division Undergraduate College Transfer, nationwide through the American Council on Education. To see a listing of universities in Texas honoring the transfer, [go here](#).

Leadership Fundamentals & Principles • Leadership Principles and Concepts (1 Hr.) • Leadership and Ethics (5 Hrs.) • Leadership and Change (1 Hr.) • Personal Leadership (2 Hrs.) • Leadership and Power (1 Hr.) • Leadership Theories (2 Hrs.) • Moral Compass (6 Hrs.) Historical & Military Leadership Insights • Lincoln on Leadership (7 Hrs.) • Military Leadership (1 Hr.) • Cyrus on Leadership (1 Hr.) Supervisory & Organizational Leadership • 1st Line and Mid-Level Supervision (1 Hr.) • Human Capital Management (1 Hr.)	Emotional Intelligence & Communication • Active Listening (1 Hr.) • Effective Communication (1 Hr.) • Practical Emotional Intelligence (2 Hrs.) • Proactive Communication (2 Hrs.) • Conflict Management (2 Hrs.) • Emotional Intelligence (1 Hr.) • Change and Positive Emotional Intelligence (1 Hr.) • Self-Management Skills (10 Hrs.) Influential & Ethical Leadership • Authentic Leadership (1 Hr.) • Servant Leadership (2 Hrs.) • Credible Leadership (2 Hrs.) • Effective Leadership (2 Hrs.) • Reflective Leadership (1 Hr.) • Action Leadership (1 Hr.) Culture, Diversity & Team Development
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• Managing Personnel Performance (2 Hrs.) Strategic & Adaptive Leadership • Adaptive Leadership (2 Hrs.) • Adaptive Decision Making (1 Hr.) • Building a Professional Culture (2 Hrs.) Visionary & Transformational Leadership • Good to Great (1 Hr.) • Making Vision Statements Intentional (1 Hr.) • Legacy Leadership (1 Hr.) Toxic & Ethical Challenges in Leadership • Toxic Leadership (1 Hr.) • Implicit Bias (4 Hrs.) Leadership Certifications & Mastery • Leadership Theories & Practices Certification • Leadership Application & Advancement Certification • Leadership Competency & Mastery Certification (40 Hrs.)	• Generations (2 Hrs.) • Cultural Diversity (1 Hr.) • Community Leadership (1 Hr.) • Leadership and Customer Service (2 Hrs.) • Team and Organization Development Skills (10 Hrs.) Books & Case Studies in Leadership • It's Your Ship (5 Hrs.) • It is Our Ship (10 Hrs.) • Authentic and Deliberate Leadership: The West Point Way (40 hrs.) Advanced Problem-Solving & Decision-Making • Problem-Management and Opportunity Leveraging (10 Hrs.) • Versatility Skills (10 Hrs.)
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We trust this certificate serves your documentation needs. Should you require additional information, please feel free to contact our office.

Sincerely,

DocuSigned by:

 C2C354398EBB41D...

DS

4/6/2025



Manouchehr "Mitch" Javidi, Ph.D.
 Chancellor – Readiness Network Inc. Emeritus Professor - NC State University & Illinois State University
 Honorary Member of the US Army Special Operations Command, 1999
 Honorary Sheriff - National Sheriffs' Association, 2015
 Honorary Police Commander, Santa Fe ISD Police Department, 2019

Albany County Request for Contract Approval

Contract #	2025-2978
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	Sole Source
Department	A3110 - Sheriff
Date Submitted	Wednesday, April 30, 2025
Contact Person	Harris, Tina
Contact Phone	+1 5184875435
Vendor Info	Federal Resources Supply Company 235-G Log Canoe Circle , Stevensville, MD 21666
Estimated Amount	\$57,457.18
Estimated Term	5/1/2025 to 4/30/2026
Scope of Services	Handheld X-ray device that quickly scans vehicles, packages and more to help locate narcotics, weapons, and other dangerous contraband. This will be used by the Sheriff's SCOPE Unit.
Budget Line Item	AA3110 - 22750 - VIP25
Fiscal Impact	County: 0.00% State: 100.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature

ALBANY COUNTY SHERIFF'S OFFICE

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

County Court House
Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM

TO: Pamela O'Neill, Purchasing Agent

FROM: Michael S. Monteleone, Executive Undersheriff

RE: CAB Request 2025-2978 Handheld x-ray

DATE: April 30, 2025

Briefly, this request is to enter into an Agreement between Albany County Sheriff's Office and Federal Resources Supply Company to purchase a handheld x-ray device that quickly scans vehicles, packages, and more to help locate narcotics, weapons, and other dangerous contraband. The purchase falls under the GSA Contract #GS-07F-9287S pricing. This will be used by the Sheriff's SCOPE unit. The total cost of this purchase is \$57,457.18 and will be funded by the Violence Improvement Program Grant.



Federal Resources Supply Company
235-G Log Canoe Circle, Stevensville, MD 21666

Official Quotation

DATE
4/22/2025

QUOTE #
FR-68597

NAME Pamela O'Neill	CUSTOMER Albany County	SHIP TO ADDRESS ,,,	BILL TO ADDRESS ,,,
CONTRACT VEHICLE 3 Bid Process	TAX ID # 52-2133636	SALES PERSON Ray Wichus	TERMS Net 30
DUNS # 80-664-7801	CAGE CODE 1Q3Z9	EMAIL rwichus@noble.com	QUOTE VALID 6/17/2025
		FOB Destination	DELIVERY ARO 90 Days

Line	GSA Sale?	Part Number	Description	Quantity	Unit Of Measure	Unit Price	Line Total
1	Yes	GSA_12-123478	CPAK WITH LEAD DETECTION	1.00	EA	\$52,458.44	\$52,458.44
2	Yes	9-000001	On Site Training	1.00		\$4,998.74	\$4,998.74

GS-07F-8972S

Subtotal:	\$57,457.18
Sales Tax: 0.000%	\$0.00
Freight:	\$0.00
Contract Fees: 0.00%	\$0.00
Total:	\$57,457.18

PLEASE REFERENCE THE QUOTE NUMBER WHEN ORDERING
THANK YOU FOR YOUR BUSINESS

[View Noble Products&Services Terms and Conditions Here](#)

Noble Confidential & Proprietary

Acceptance of the quote assumes acceptance of the linked terms and conditions.

 Save

Overview

Cover Sheet

Financial

Performance

Access

Routing

Documents

Activity

 Contract Details

Contract Number

2025-0358

Contract Name *

ICC CDS Annual Service Contract

Start Date *

05/18/2025

End Date *

05/17/2026

☐ Paper Contract

Class/Category

Classification *

New Contract ▾

Category *

Standard ▾

Status/Priority

Status *

Working ▾

Priority *

Normal ▾

 Department/Liaison Information

Department(s) *

Hall of Records A1411 ✕ ▾

Liaison(s) *

Wright-Ramos, Ricardo
[ricardo.wrightramos@albanycountyny.gov] ✕ ▾ This Contract

Contract Amount

29843.36

Grant Amount

0.00

Contract Authority

CAB ▾

Procurement Type

Standard ▾

 County Requirements☐ Grant Funds

Web Portal Address

☐ Budgeted Funds☐ BAA☐ Resolution☐ MWBE / DBE☐ Capital Project Vendor Information

Vendor *

Icc Community Development Solutions Llc[VENDOR] ▾

781 Elmgrove Road
Rochester, NY 14624

Vendor Contact *

Cadman, Bruce [bcadman@icc-cds.com] ▾

Vendor Signature *

Hess, Sandy [shess@icc-cds.org] ▾

☐ Schedule A☐ Tech
Addendum☐ Inactive

Fee for Service

Resolutions

Resolution 1

//_

Resolution 2

//_

Resolution 3

//_

Resolution 4

//_

Funding Sources

Federal %

0.00 ▴ ▾

State %

0.00 ▴ ▾

County %

100.00 ▴ ▾

Local %

0.00 ▴ ▾

Other %

0.00 ▴ ▾

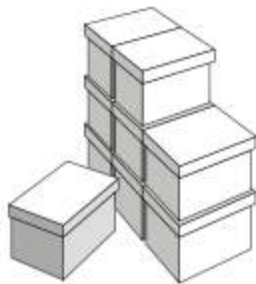
Mandate/Revenue

☐ Mandated☐ Non-Mandated☐ Revenue Contract

WHEREAS, the County desires to obtain services in connection with

the annual licensing and support for the Laserfiche RIO Digital Records Management Software.

BRUCE A. HIDLEY
County Clerk



**ALBANY COUNTY
HALL OF RECORDS**
ALBANY COUNTY CLERK

CRAIG A. CARLSON
Deputy County Clerk

95 Tivoli Street
Albany, NY 12207
Phone: (518) 436-3663
Fax (518) 436-3678
www.albanycounty.com/achor

Memorandum

To: The Honorable Daniel McCoy, Albany County Executive;
The Honorable Bruce Hidley, Albany County Clerk
The Honorable Joanne Cunningham, Chairwoman;

From: Craig Carlson
Deputy County Clerk
Albany County Hall of Records

Date: May 14, 2025

Subject: Request for Contract Approval-Contract #2025-0358
ICC Community Development Solutions LLC
Annual Software Licensing and Service Contract

Please be advised that the Albany County Hall of Records respectfully requests your authorization to contract with ICC Community Development Solutions LLC to provide annual software licensing and support services for the Hall of Records. These services include the individual user licenses for access to the Laserfiche RIO Digital Records Management Software utilized by the Hall of Records, as well as the service and support for this software, for a total cost of \$29,843.36.

Accounting Administrator



March 6, 2025

Hon. Bruce A. Hidley
Albany County Clerk
Room 128
16 Eagle Street
Albany, NY 12207

Dear Mr. Hidley:

Please accept this letter as confirmation that ICC Community Development Solutions (ICC CDS) is the Laserfiche Value-Added Reseller (VAR) of record for the Albany County's Laserfiche system.

Pursuant to the above, ICC CDS is the only entity that can perform authorized services, maintenance and ordering of product extensions (additional user licenses, modules, uploading scanned images etc.) from Laserfiche for said system and is positioned as the sole source provider for the County's Laserfiche ECM software and support needs.

The products included as of this date are:

Qty	Description
1	Rio ScanConnect 10 Pack L5A1
120	Subscription Participant User (50-199)
120	Laserfiche Connector Full Users (100) L5A1
120	Rio Named Full Users (100) Basic L5A1
120	EE Rio Forms Full(100 Basic)
1	Training Center for EE (25-49 Users)
1	Laserfiche RIO Forms Portal Add-on L5A1
1	GC Streamline Records Management L5A1

We look forward to continuing our relationship with the County on its current and future ECM endeavors.

Please let me know if there is anything else you require.

Sincerely,

Daniel S. Foster
General Manager



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL P. McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTYNY.GOV

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

To: Hon. Daniel P. McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman of the Legislature
Hon. Bruce Hidley, County Clerk

From: Lisa M. Ramundo, Commissioner

Date: April 30, 2025

Re: Surveying Equipment
RFB #2025-044

The Public Works Department respectfully requests approval of an award to the lowest bidder, KML d/b/a Keystone Precision Solutions (RFB#2025-044) for Surveying Equipment. The one-time purchase amount for the equipment and software is \$38,350.50.

If there are any questions or further information is needed, please feel free to contact my office.



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Lisa Ramundo
Commissioner

FROM: Pamela O'Neill *Pamela*
Purchasing Agent

DATE: 5/1/2025

RE: RFB 2025-044 Surveying Equipment

I am in receipt of your recommendation to award the aforementioned to KMEL Corporation dba Keystone Precision Solutions in the amount of \$38,350.50.

As KMEL Corporation dba Keystone Precision Solutions is the lowest responsible and responsive bidder, I concur with your recommendation.

Please obtain the necessary contract approval of the County Executive, so that we may issue a Notice of Award.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTYNY.GOV

LISA M. RAMUNDO
COMMISSIONER

Memorandum

To: Pamela O'Neill, Purchasing Agent

From: Lisa Ramundo, Commissioner

Date: April 30, 2025

RE: RFB2025-044 Surveying Equipment

DPW reviewed two (2) vendors who bid on RFB2025-044 (Surveying Equipment). I would like to recommend the lowest bidder, KMEL d/b/a Keystone Precision Solutions, for a total of \$38,350.50.

If you have any questions or further information is needed, please let me know.

BID TABULATION

RFB #2025-044

SURVEYING EQUIPMENT

Bidder	Total of All Equipment and Software	Manufacturer Brand Being Bid
KMEL CORPORATION dba KEYSTONE PRECISION SOLUTIONS	\$38,350.50	Trimble
WAYPOINT TECHNOLOGY GROUP	\$41,154.40	Trimble

COUNTY OF ALBANY

REQUEST FOR BIDS ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS



RFB #2025-044

SURVEYING EQUIPMENT

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
PAMELA O NEILL, PURCHASING AGENT
112 STATE STREET, ROOM 1000
ALBANY, NY 12207**

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 1000, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588
Pamela.oneill@albanycountyny.gov

TITLE: Surveying Equipment RFB NUMBER: 2025-044

Receipt Confirmation Form

Please complete and return this confirmation form as soon as possible:

Pamela O'Neill
Purchasing Agent
County of Albany
112 State Street, Room 1000
Albany, NY 12207

**IF YOU PLAN TO SUBMIT A BID, YOU MUST RETURN
THIS FORM TO ENSURE THAT YOU WILL RECEIVE ALL
FURTHER COMMUNICATION REGARDING THIS RFB.**

Company Name: KMEL Corporation dba Keystone Precision Solutions

Address: 1670 East Race Street

City: Allentown State: PA Zip Code: 18109

Contact Person: Jason O'Rourke

Title: Sales Consultant

Phone Number: 5165090985 Fax Number: _____ E-Mail: jorourke@keypre.com

If a Bidders/Proposers meeting has been arranged for this Bid/RFP, please indicate if you plan to attend:

☐ Yes / ☐ No

I authorize the County of Albany to send further correspondence that the County deems to be of an urgent nature by the following method (check):

Fax Number: _____ E-Mail: jorourke@keypre.com

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NY 12207

NON-BIDDER RESPONSE

RFB #2025-044

The Albany County Department of General Services, Purchasing Division, is interested in the reasons why bidders fail to submit bids. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the above address.

- ☐ Could not meet specifications or Scope of Services.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements are too restricting.
- ☐ Bond requirements are too restricting.
- ☐ Specifications or Scope of Services not clearly understood or applicable (too vague, too rigid, etc.).
- ☐ Project not suited to firm.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid.
- ☐ Other reasons; please state and define:

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

**NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2025-044**

Sealed Bids for Surveying Equipment as requested by the Albany County Department of Public Works will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, April 10, 2025.

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com> starting by close of business (4:30 p.m.) on **Thursday, March 27, 2025.**

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
March 21, 2025

PUBLISH ONE DAY – Thursday, March 27, 2025 -- THE EVANGELIST
PUBLISH ONE DAY – Thursday, March 27, 2025 -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR BIDS
GENERAL INSTRUCTIONS TO BIDDERS

BID DISTRIBUTION- IMPORTANT NOTICE

The County of Albany officially distributes bidding documents through the Purchasing Division Office or through the Empire State Bid System website at <http://www.empirestatebidsystem.com>. Copies of bidding documents obtained from any other source are not considered official documents. Only those vendors who obtain bidding documents from either the Purchasing Division Office or the Empire State Bid System are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Albany County Purchasing Division or the Empire State Bid System, it is strongly recommended that you obtain an official copy.

SECTION 1: BID IDENTIFICATION

- 1.1 Title: **Surveying Equipment**
- 1.2 Requesting Department: **Department of Public Works**
- 1.3 Bid Number: **2025-044**

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for **Surveying Equipment** as requested by the **Department of Public Works**.
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.

SECTION 3: BIDDING DOCUMENTS

- 3.1 Complete sets of the Bidding Documents may be obtained or examined as stated in the Notice to Bidders.
- 3.2 Complete sets of Bidding Documents must be used in preparing bids. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

SECTION 4: SUBMISSION OF BIDS

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than **11:00 A.M. ON THURSDAY, APRIL 10, 2025**, at the following address:

Pamela O'Neill
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, NY 12207

- 4.2 All bids received after the time stated in the "Notice to Bidders", or the bid submission deadline as modified by formal addendum consistent with Section 14 of this Request for Bids, may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Albany County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
- 4.3 Albany County reserves the right to reject any or all bids in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.

SECTION 5: TERM OF BID

- 5.1 The bid shall be in effect from the date of contract execution until completion of all work under the contract. Prices shall remain firm for the entire bid period.

SECTION 6: BID SECURITY

- 6.1 There will be no bid security requested for this bid.

SECTION 7: QUALIFICATION OF BIDDER

- 7.1 No formal written Bidder Qualification questionnaire is being requested for this bid.
- 7.2 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment "C") as part of the bid.
- 7.3 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any bid if the information submitted by, or investigation of, a bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

SECTION 8: Not needed

SECTION 9: DISQUALIFICATION

9.1 The County reserves the right to refuse to issue Bidding Documents to a prospective bidder should such bidder be in default for any of the following reasons:

- (a) Failure to comply with any pre-qualification regulations of the County, if such regulations are cited, or otherwise included, in the Bidding Documents as a requirement for bidding.
- (b) Bidder's failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the County issues the Bidding Documents to a prospective bidder.
- (c) Bidder's default under previous contracts with the County.
- (d) Bidder's unsatisfactory work on previous contracts with the County.

9.2 Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.

9.3 Albany County reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

9.4 Bids will be considered irregular and shall be subject to rejection for the following reasons:

- (a) If the bid is on a form other than that furnished by Albany County, or, if the Albany County's form is altered, or, if any part of the bidding documents is detached.
- (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.
- (c) If the bid is not accompanied by the bid security specified by the Albany County.

SECTION 10: Not needed

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

- 11.1 All bidders bidding under the provisions of the specifications are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. A signed Non-Collusive Bidding Certificate (Attachment "A") is required to be submitted with each bid on the form provided by the County.

SECTION 12: BID FORM

- 12.1 The Bid Form is attached hereto; additional copies may be obtained from the County.
- 12.2 Bids must be made on the Bid Form provided by the County. The Bid Form must be completed in ink or by typewriter. The Bid Form must also be signed by an authorized representative of the bidder.
- 12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
- 12.5 All names must be printed or typed below the signature.
- 12.6 The bid must contain an acknowledgment of receipt of all Addenda (the number of which will be filled in on the Bid Form).
- 12.7 The address to which communications regarding the bid are to be directed must be included on the Bid Form.

SECTION 13: EQUIVALENT GOODS

- 13.1 Manufacturers name brands are listed to indicate minimum requirements and bidding may be on brands listed, (if specified), or equivalent. Specifications shall be furnished by bidder to support equivalency. In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, that his own cost and expense, to defend such claim or claims and agrees to hold the County of Albany free and harmless from any and all claims for loss or damage arising out of this transaction for any reasons.

SECTION 14: SPECIFICATION CLARIFICATION

14.1 All inquiries with respect to this Request for Bids must be directed to the Albany County Purchasing Agent as follows:

Pamela O'Neill
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: pamela.oneill@albanycountyny.gov

14.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the bidding documents. Questions received less than four (4) days prior to the date of submission of bids will not be answered. The County will be bound only by responses given by formal written Addenda.

SECTION 15: BID EVALUATION

15.1 Bids shall remain valid until:

- (a) the execution of a contract by Albany County; or
- (b) the award of a purchase order by Albany County; or
- (c) as otherwise rejected by Albany County.

15.2 Bids received will be evaluated by Albany County and will be based, as a minimum, upon the following criteria:

- (a) Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;
- (b) Completeness of the bid; and
- (c) Bidder's demonstrated capabilities and professional qualifications.

15.3 The County reserves the right to award this contract on a per item or aggregate basis, whichever is most beneficial to the County of Albany. Bidders need not submit bids for all items listed to be eligible for an award of this contract.

15.4 The County reserves the right to purchase items pursuant to General Municipal Law 103 from New York State Contracts, other County, political subdivision or district contracts, or other Governmental Agency or New York State Preferred Sources within its discretion.

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

- 16.1 Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.
- 16.2 If, prior to awarding of the contract or within three days after opening, whichever period is shorter, any bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid and the bid security will be returned.

SECTION 17: AWARD OF BID

- 17.1 The apparent successful Bidder will be issued a Notice of Award in the form of an Albany County purchase order.
- 17.2 No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Albany County Purchasing Agent. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by Albany County of an attachment against the Successful Bidder, the County of Albany shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

SECTION 18: PERFORMANCE BOND

- 18.1 No Performance bond is requested for this bid.

SECTION 19: INSURANCE REQUIREMENTS

- 19.1 The successful Bidder will be required to procure and maintain at its own expense the following insurance coverage:
- (a) **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.

- (b) **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
- (c) **General Liability Insurance:** A policy or policies of comprehensive all-risk insurance with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000

19.2 Each policy of insurance required shall be of form and content satisfactory to the Albany County Attorney.

- (a) The insurance policies shall name the County of Albany as certificate holder and primary/non-contributory additional insured on all liability policies. **The bid number must appear on policy.**
- (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

19.3 No work shall be commenced under the contract or purchase order until the successful Bidder has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the contract to be procured by the successful Bidder. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Bidder shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful Bidder to procure and maintain any required insurance shall not relieve the successful Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

SECTION 20: INDEMNIFICATION

20.1 The successful Bidder shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or

intentional act or omission of the successful Bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 21: REMEDY FOR BREACH

- 21.1 In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the COUNTY all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the COUNTY to procure a substitute contractor to satisfactorily complete the contract work, together with the COUNTY's own costs incurred in procuring a substitute contractor.

SECTION 22: DELIVERY AND PAYMENT

- 22.1 All bid prices shall include freight and shall be quoted F.O.B. destination.
- 22.2 Albany County operates a formal Purchase Order System. Under **NO** circumstances will the vendor or contractor be paid without a purchase order. Contractor shall deliver only the items specified on the purchase order. Any Contractor who delivers items which are not ordered, or who duplicates or overships items, does so entirely at his own expense. Such shipments will be at no cost or responsibility to Albany County.
- 22.3 All deliveries shall be made within ten (10) business days of vendor's receipt of purchase order, unless otherwise specified in this Request for Bids, or as otherwise agreed upon between the vendor and the Purchasing Division.
- 22.4 Unless otherwise specified by the County, inside delivery is required. Some delivery locations are not equipped with loading docks and no additional compensation shall be paid to vendors for inside delivery at those locations.
- 22.5 Prior to payment, the items furnished and or work performed will be inspected by the Purchasing Agent or his designee to determine their conformity to specification. No payment will be made for items or work not meeting specification.
- 22.6 ALBANY COUNTY IS NOT SUBJECT TO FEDERAL, STATE OR LOCAL TAXES.

SECTION 23: CASH DISCOUNT

- 23.1 Cash discounts may be offered by a bidder for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low bidder.
- 23.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

SECTION 24: EXTENSION OF BIDS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK

- 24.1 It is the intent of this Request For Bids that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting the bid award.
- 24.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
- 24.3 All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made.
- 24.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.
- 24.5 Upon request, participating entities must furnish the successful Bidder with the proper tax exemption certificates or documentation of tax exempt status. (Purchase orders should have this information and be retained for documenting the tax exempt sale.)
- 24.6 The sole responsibility in regard to performance of the bid, or any obligation, covenant, condition or term thereunder by the successful Bidder and the participating entities will be borne and is expressly assumed by the successful Bidder and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful Bidder, Albany County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Albany County centralized bid.

SECTION 25: MACBRIDE PRINCIPLES

- 25.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.
- 25.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature,

which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.

25.3 As used in this section, the term "contract" shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.

25.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 26: Not needed

SECTION 27: Not needed

SECTION 28: Not needed

SECTION 29: ANTI DISCRIMINATION CLAUSE

29.1 In accordance with Article 15 of N.Y. EXECUTIVE LAW (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

SECTION 30: Not needed

SECTION 31: INTERPRETATION

31.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFB, and/or, the Agreement (between the County and the successful bidder/proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFB; 3) the Contractor's bid.

SECTION 32: NON APPROPRIATIONS CLAUSE

- 32.1 Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

- 33.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

- 33.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

- 33.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

- (a) "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 its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b)."

Albany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

- 33.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in

subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 34: Not needed

SECTION 35: Not needed

<u>P/N</u>	<u>Description - Trimble TSC7 Data Collector with Access Software & DAC SIM</u>
TSC7-2-1111-00	Trimble <u>TSC7</u> controller V2 - QWERTY keypad USB/Serial boot NA/EMEA region Standalone
121360-01-1	Trimble TSC7 Accessory - Hard Case
121349-01-1	Trimble TSC7 Accessory - Pole Mount
121358-01-1	Trimble Accessory - External Battery Charger w/ Int. Cord Battery 2-pack
TA-GENSURV-GNSS-P	Trimble Access GNSS - General Survey; Perpetual License
ADLS-DCBNDLE-STOCK ^{1,2}	Trimble Protected Premium - TSC7 w/Trimble Access 5 Years
DAC 2 Gigabyte (DAC3)	Mobile Data Plan with multi-carrier SIM card (AT&T, T-Mobile & Verizon)
WTG-CONFIG-SUPPORT	SIM CARD installation, setup & support (one-time fee)
	<u>Description - R980 GNSS Receiver</u>
R980-101-50-01	Trimble R980 Model 50 ROW
R980-ROV	Trimble R980 Configuration Level - Rover Mode
101070-00-01	Trimble Geospatial Accessory - Dual Battery Charger with Power Supply/ Power Cord
43169-00	Rod - 2.0m Carbon Fiber Range Pole with Bipod
ADLS-GNSS3-BNDLE-STK ^{1,2}	Trimble Protected Premium - R980 GNSS 5 Years w/Firmware

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Surveying Equipment
Bid Number: 2025-044

THIS BID IS SUBMITTED TO:

Pamela O'Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207-2021

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will submit the Contract Security and other documents required by the General Instructions to Bidder within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Bid, that:

- (a) BIDDER has examined copies of all the Bid Documents and of the following addenda: (If none, so state)

Date	5/8/25	Number
None		

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

- (b) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.

4. BIDDER will deliver the goods for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
7. Communication concerning this Bid shall be addressed to:
- Jason O'Rourke
- _____
- _____
- _____
- Phone: 516-509-0985 Fax: _____
- E-mail: jorourke@keypre.com
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

BID FORM

BID IDENTIFICATION:

Title: Surveying Equipment
Bid Number: 2025-044

Total of All Equipment and Software Delivered \$ 38,360.60

Manufacturer Brand being Bid Trimble Inc
(Please submit parts list with pricing)

COMPANY: KMEL Corporation dba Keystone Precision Solutions

ADDRESS: 1670 E Race St

CITY, STATE, ZIP: Allentown, PA 18109

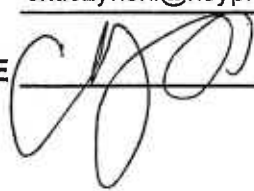
TEL. NO.: 610-266-2699

FAX NO.: _____

FEDERAL TAX ID NO.: 23-2819753

REPRESENTATIVE: Charles Kuczynski

E-MAIL: ckuczynski@keypre.com

SIGNATURE AND TITLE  Executive Vice President

DATE 04/08/2025

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. 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 organizations, under penalty of perjury, that to the best of 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 knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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), and (3) above have not been complied with; provided, however, that 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 thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation



Signature

Executive Vice President

Title

04/08/2025

Date

KMEL Corporation dba Keystone Precision Solutions

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200__, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF Pennsylvania)
COUNTY OF Lehigh) SS.:

On this 8th day of April, 20025, before me personally appeared CHARLES KUCZYNSKI to me known, who, being by me sworn, did say that he resides at (give address) 2369 Megawatt Road in Allentown PA that he is the (give title) EXECUTIVE VP of the (name of corporation) KSMEL CORP, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Commonwealth of Pennsylvania - Notary Seal
Sheryl L. Phillips, Notary Public
Lehigh County
My commission expires August 19, 2027
Commission number 1355262
Member, Pennsylvania Association of Notaries

Sheryl L. Phillips
Notary Public, State of Pennsylvania
Qualified in Lehigh County
Commission Expires 8/19/2027

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 200__, before me personally came _____ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☐ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME KMEL Corporatio		3. IDENTIFICATION NUMBERS a) FEIN # 23-2819753 b) DUNS # 933454332	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: Keystone Precision Solutions		5. WEBSITE ADDRESS (if applicable) www.keypre.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 1670 East Race Street, Allentown PA 18109		7. TELEPHONE NUMBER 1670 E Race St	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER 610-266-2699	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Austin Recker Title Controller Telephone Number 610-266-2699 Fax Number e-mail arecker@keypre.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME George Allport III	TITLE President	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☒ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No			

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☒ No
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☒ No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☒ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☒ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:	
a)	file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i>	☐ Yes ☒ No
b)	file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i>	☐ Yes ☒ No
c)	Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES: a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.	☐ Yes ☒ No
-----	---	---

1 "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:

) PA

) SS:

County of:

) LEHIGH

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business
KMEL Corporation dba Keystone Precision Solutions
Address
1670 E Race Street
City, State, Zip
Allentown, PA 18109

Signature of Owner

Printed Name of Signatory

Title

[Signature]
Charles W. Zynski
EXECUTIVE VICE PRESIDENT

Sworn before me this 8th day of April, 2025

Notary Public

Commonwealth of Pennsylvania - Notary Seal
Sheryl L. Phillips, Notary Public
Lehigh County
My commission expires August 19, 2027
Commission number 1355262
Member, Pennsylvania Association of Notaries

Printed Name

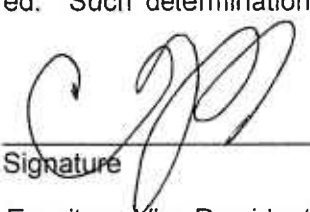
Signature

Date

Sheryl L. Phillips
[Signature]
4/8/25

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



Signature

Executive Vice President

Title

04/08/2025

Date

KMEL Corporation dba Keystone Precision Solutions

Company Name



KEYSTONE

PRECISION SOLUTIONS

1670 E. Race Street
Allentown, PA 18109
Phone - 800-833-9250
Fax - 610-266-3240

KEYSTONE CONTACT:

Jason O'Rourke
800-833-9250
JOrouke@keypre.com

JOB NAME: JHO/GNSS

CUSTOMER INFO:

Albany County Division of Purc
112 State Street
Room 1000
Albany, NY 12207

Page: 1

Quotation Without Tax

*Thank you for letting us provide you with a quote!
We truly appreciate your trust in Keystone Precision
Solutions and are excited to continue supporting
your needs. If you have any questions, please don't
hesitate to contact us at sales@keypre.com or
800-833-9250.*

QUOTE NUMBER: ORD-37756/1
QUOTE DATE: 04/01/2025
EXPIRE DATE: 05/01/2025
SALESPERSON: 0028
ENTERED BY:
CUSTOMER NUMBER: 00-0023544

PHONE: 518 447-7149 FAX: CONFIRM TO: Pamela O'Neill

SHIP VIA F.O.B. TERMS
Delivery

ITEM NUMBER	UNIT	Quantity	PRICE	AMOUNT
/COMMENT		1.00	0.00	0.00
Comment			List Price: 0.00	
Components	RFB			
/COMMENT		1.00	0.00	0.00
Comment			List Price: 0.00	
Components				
TSC72111100		1.00	4,452.00	4,452.00
A Trimble TSC7 rugged controller, built for demanding field environments, with a high-resolution touchscreen and full survey functionality.			List Price: 5,585.00	
Components				
121360011		1.00	280.50	280.50
Trimble TSC7 Accessory - Hard Case			List Price: 330.00	
Components				
121349011		1.00	221.00	221.00
Trimble TSC7 Accessory - Pole Mount / Bracket			List Price: 260.00	
Components				
121358011		1.00	501.50	501.50
Trimble TSC7 Accessory - Ext. Battery Charger w/ Int. Cord, Battery 2-pack			List Price: 590.00	
Components				
TAGENSURVGNSSP		1.00	1,695.75	1,695.75
Trimble Access GNSS - General - A field software module for GNSS data collection and survey workflows, offering advanced positioning and stakeout capabilities.			List Price: 1,995.00	



KEYSTONE

PRECISION SOLUTIONS

1670 E. Race Street
Allentown, PA 18109
Phone - 800-833-9250
Fax - 610-266-3240

KEYSTONE CONTACT:

Jason O'Rourke
800-833-9250
JOrouke@keypre.com

JOB NAME: JHO/GNSS

CUSTOMER INFO:

Albany County Division of Purc
112 State Street
Room 1000
Albany, NY 12207

Page: 2

Quotation Without Tax

*Thank you for letting us provide you with a quote!
We truly appreciate your trust in Keystone Precision
Solutions and are excited to continue supporting
your needs. If you have any questions, please don't
hesitate to contact us at sales@keypre.com or
800-833-9250.*

QUOTE NUMBER: ORD-37756/1
QUOTE DATE: 04/01/2025
EXPIRE DATE: 05/01/2025
SALESPERSON: 0028
ENTERED BY:
CUSTOMER NUMBER: 00-0023544

PHONE: 518 447-7149

FAX:

CONFIRM TO: Pamela O'Neill

SHIP VIA
Delivery

F.O.B.

TERMS

ITEM NUMBER	UNIT	Quantity	PRICE	AMOUNT
Components				
ADLSDCBNDLESTOC		1.00	2,875.00	2,875.00
TPPP ACC DMG - DC: 5-year coverage for Data Collectors, includes accidental damage, free rentals, and replacement if obsolete.			List Price: 3,025.00	
Components				
/COMMENT		1.00	0.00	0.00
Comment			List Price: 0.00	
Components				
/COMMENT		1.00	0.00	0.00
Comment			List Price: 0.00	
Components				
R9801015001		1.00	7,228.00	7,228.00
R980-101-50-01: Trimble R980, Model 50, ROW Integrated dual-band 410-470 / 902-928 MHz UHF radio. 900 MHz UHF transmit capability only available where legally permitted (currently USA, Canada, and Australia).			List Price: 9,035.00	
Components				
R980ROV		1.00	16,400.00	16,400.00
Trimble R980 Configuration Level: The Trimble R980 Configuration Level is a specific setup option for the Trimble R980 GNSS receiver, tailored to meet the needs of various surveying and mapping applications. Rover mode.			List Price: 20,500.00	
Components				
1010700001		1.00	599.25	599.25
Dual Battery Charger with Power Supply and Power Cord (North America) Used with MGIS R2 GNSS Receivers R8s			List Price: 705.00	



KEYSTONE

PRECISION SOLUTIONS

1670 E. Race Street
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Jason O'Rourke
800-833-9250
JOourke@keypre.com

JOB NAME: JHO/GNSS

CUSTOMER INFO:

Albany County Division of Purc
112 State Street
Room 1000
Albany, NY 12207

PHONE: 518 447-7149

FAX:

CONFIRM TO: Pamela O'Neill

SHIP VIA
Delivery

F.O.B.

TERMS

ITEM NUMBER	UNIT	Quantity	PRICE	AMOUNT
-------------	------	----------	-------	--------

Contents of kit:

- 1 x dual slot charger with power supply and region specific power cord
- 2 x Battery slot inserts for charging R10 batteries

Components

4316900		1.00	637.50	637.50
---------	--	------	--------	--------

Trimble 2m fixed height carbon fiber range pole w/
bipod |

List Price: 750.00

2 meter fixed height carbon fiber range pole used with GPS TS rover. Includes
pole, bipod and carrying bag

Components

ADLSGNSS3BNDLES		1.00	3,135.00	3,135.00
-----------------	--	------	----------	----------

Trimble Protected Premium - R980, R12, or R12i GNSS, 5 Years w/Firmware
(12m expiration)

List Price: 3,300.00

Components

/COMMENT		1.00	325.00	325.00
----------	--	------	--------	--------

Comment

List Price: 0.00

KPS Data Plan - 12-month Charge

Components

NET ORDER: 38,350.50

SHIPPING & HANDLING AND SALES TAX WILL BE
CALCULATED AT THE TIME OF THE ORDER.

SHIPPING & HANDLING:

QUOTE TOTAL: 38,350.50

Quotation

Without Tax

Thank you for letting us provide you with a quote!
We truly appreciate your trust in Keystone Precision
Solutions and are excited to continue supporting
your needs. If you have any questions, please don't
hesitate to contact us at sales@keypre.com or
800-833-9250.

QUOTE NUMBER: ORD-37756/1

QUOTE DATE: 04/01/2025

EXPIRE DATE: 05/01/2025

SALESPERSON: 0028

ENTERED BY:

CUSTOMER NUMBER: 00-0023544

Quotation

Page:

4



☐ **Complete and Sign this Quotation**

Sign this quotation and return via mail or facsimile before the expiration date: All quotations over a customers credit limit are subject to credit approval.

☐ **Complete Lease Agreement**

If this order is to be leased, complete the lease agreement sent to you, following the enclosed instructions. Order fulfillment will start after the lease is approved. Please note that due to fluctuations in interest rates, leasing terms cannot be guaranteed, contact House Account to lock-in rates.

☐ **Down Payment**

If order requires a deposit, please send payment with the original signed quotation.

☐ **Credit Card Payment**

If you would like to pay with a credit card, please contact the Main Office at 1-800-833-9250

Quotation Approval

Sales Representative

x *Sheryl C. Phillips*
Approved By (Signature)

SHERYL C. PHILLIPS
Approved By (Name)

4/8/25
Date

ORD-37756/1

Quote Number

5/1/2025 12:00:00PM

Valid until

Quote# ORD-37756/1

Client Representative

x _____
Approved By (Signature)

Approved By (Name)

Date

Purchase Order Number

**** Restocking charge of 15% on returned goods. ****

DANIEL P. MCCOY
COUNTY EXECUTIVE



M. DAVID REILLY, JR.
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
112 STATE STREET, SUITE 1200
ALBANY, NEW YORK 12207
OFFICE: (518) 447-5525
FAX: (518) 447-5589
www.albanycounty.com

May 14, 2025

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Joanne Cunningham, Chairwoman Albany
County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk Albany
County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy and Hidley,
Dear Ms. Cunningham,

The Department of Management and Budget respectfully requests to enter into a renewal contract with Capital Market Advisors, LLC (CMA) for advisory services on the American Rescue Plan Act (ARPA) grant. For one year, beginning January 1, 2025 through December 31, 2025. The total annual cost for this renewal is \$54,000, and will be funded through the American Rescue Plan Act (ARPA) grant.

If you have any questions about this request, please do not hesitate to contact me.

Sincerely,

M. David Reilly, Jr.
Commissioner

THIS EXTENSION AGREEMENT (this "Extension Agreement") is made by and between the COUNTY OF ALBANY, a municipal corporation by and of the State of New York, with a principal office located at the Harold L. Joyce Albany County Office Building, 112 State Street Albany, NY 12207 ("COUNTY"), and CAPITAL MARKETS ADVISORS LLC, with a principal office located at One Great Neck Road Great Neck, NY 11021 ("VENDOR").

WHEREAS, on the 9th day of May, 2022, the COUNTY entered into an agreement ("Agreement") with the VENDOR for American Rescue Plan Act ("ARPA") advisory services including report management and compliance support, providing for an initial term of April 15, 2022 through April 14, 2024 which is attached hereto as Schedule A; and

WHEREAS, the Agreement was subsequently extended from April 15, 2024 through December 31, 2024; and

WHEREAS, the COUNTY and the VENDOR desire to enter into a second extension of the Agreement.

NOW, THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

1. The Agreement is extended for the period commencing January 1, 2025, and terminating on December 31, 2025.
2. The VENDOR shall provide and furnish updated insurance certificates to cover the extension period.
3. Except as expressly, and not by implication, amended hereby, all terms and conditions of the Agreement shall remain in full force and effect throughout the extension period provided for herein.
4. This Extension Agreement shall not be enforceable until signed by all parties and approved by the COUNTY.

IN WITNESS WHEREOF, the COUNTY and VENDOR have executed this Extension Agreement.

PROFESSIONAL SERVICE AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND CAPITAL MARKETS ADVISORS, LLC
FOR ADVISORY SERVICES REGARDING AMERICA RESCUE PLAN ACT FUNDS

PURSUANT TO RES. NO. 176 FOR 2022, ADOPTED MAY 9, 2022

This Agreement is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter, the "County") and Capital Markets Advisors, LLC, a New York limited liability company, with its principal place of business located at 11 Grace Avenue, Suite 308, Great Neck, New York 11021 (hereinafter, the "[C]onsultant," and with the County, may be referred to herein individually as a "[P]arty" or together as the "[P]arties").

WHEREAS, the County has a need for America Rescue Plan Act (hereinafter, "ARPA") advisory services, including, but not limited to, Public Engagement, Project Prioritization and Determination of Eligibility, Plan Development, Project Management and Compliance Support; and

WHEREAS, the Albany County Purchasing Division has issued a request for proposals for the aforesaid ARPA advisory services, said request having been designated RFP # 2022-029, issued on February 24, 2022 and published on March 3, 2022 (hereinafter, the "RFP"); and

WHEREAS, the Consultant has submitted a proposal on March 18, 2022 for the aforesaid ARPA advisory services (hereinafter, the "Proposal"); and

WHEREAS, the County has accepted the Proposal of the Consultant to provide the aforesaid ARPA advisory services; and

WHEREAS, the Albany County Legislature has authorized the Albany County Executive to enter into an agreement with the Consultant regarding the aforesaid ARPA advisory services via Resolution No. 176 for 2022, adopted May 9, 2022; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein; and

NOW, THEREFORE THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS: INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFP, incorporated by reference and made a part hereof; and the Proposal, the Scope of Work of which is attached hereto as Schedule A and made a part hereof (collectively, may be referred to herein as "the Agreement").

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFP; 3) the Proposal.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Consultant shall provide the ARPA advisory services described in the RFP at SECTION 4: SCOPE OF SERVICES, pages RFP-3 and RFP-4. The Consultant shall comply with all of the requirements, provisions, terms and conditions, etc. contained/described in the RFP.

2.2 In addition to the Project Scope of Services described in Paragraph 2.1, above, the Consultant shall also provide the services described in the Proposal, in a manner consistent with the requirements, provisions, terms and conditions, etc. contained in the RFP.

2.3 The Consultant shall not perform any services beyond those described in the Proposal (hereinafter, the "extra service(s)") unless it has obtained prior written approval from the County.

2.4 The Consultant shall render all services in a professional manner.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Consultant agrees to accept, an amount not to exceed ONE HUNDRED EIGHTY THOUSAND AND 00/100 DOLLARS (\$180,000.00) as full compensation for all services rendered under this Agreement, and shall bill according to the hourly rates described in the Proposal.

3.2 The parties agree that the dollar amount identified in Paragraph 3.1 of this Agreement includes all expenses incurred providing the services and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance.

ARTICLE 4. PAYMENT

Payment shall be made to the Consultant by the County upon the Consultant's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the Albany County Executive's Office. Upon review and approval of the claim form, payment shall be rendered promptly.

ARTICLE 5. TERM OF AGREEMENT

The term of this Agreement shall commence on April 15, 2022 and shall continue in effect through April 14, 2024.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Consultant as follows:

6.1.1 The County may terminate the Agreement if the Consultant is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Consultant in writing, to suspend, delay or interrupt the services in whole or in part for such period of time as the County may determine.

6.1.2 The Consultant may terminate the Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Consultant, the Consultant shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute consultant to satisfactorily complete the services, together with the County's own costs incurred in procuring a substitute consultant.

ARTICLE 7. ASSIGNMENT

7.1 The Consultant specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Consultant is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Consultant's right, title, or interest therein, without the prior written consent of the County.

7.2 The Consultant shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Consultant shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Consultant shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Consultant to the end that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. EXECUTIVE LAW (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Consultant agrees that neither it nor any of its County approved sub-consultants shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. RELATIONSHIP

The Consultant is, and shall function as, an independent consultant under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Consultant shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

The Consultant shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation,

reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Consultant, its employees or agents, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 13. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

Proper and full accounting records shall be maintained by the Consultant which records shall clearly identify the costs of the services/work performed. The records shall be subject to periodic and final audit by the County upon request. Such records shall be accessible to the County for a period of six (6) years following the date of final payment.

ARTICLE 16. INSURANCE

16.1 The Consultant shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule B attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon 30 days prior written approval by the County.

16.2 The Consultant shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Consultant shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Consultant has delivered the Certificates of Insurance to the County. Upon failure of the Consultant to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Consultant shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Consultant shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule B of this Agreement.

ARTICLE 17. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Consultant.

ARTICLE 18. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 19. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 20. HEADINGS - CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 21. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Consultant hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Consultant either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Consultant in default and/or seeking debarment or suspension of the Consultant.

ARTICLE 23. EXTRA SERVICES/WORK

If the Consultant is of the opinion that any services/work it has been directed to perform is beyond the scope of this Agreement and constitutes extra services/work, the Consultant shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such services/work is in fact beyond the scope of this Agreement and whether or not it constitutes extra services/work. In the event the County determines such services/work does constitute extra services/work, it shall provide extra compensation to the Consultant on a negotiated basis.

ARTICLE 24. IRANIAN ENERGY SECTOR DIVESTMENT

The Consultant hereby represents that said consultant is in compliance with N.Y. GEN. MUN. LAW § 103-g entitled "Iranian Energy Sector Divestment," in that said consultant has not:

- a. Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- b. Acted as a financial institution and extended \$20 Million or more in credit to another person for 45 days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM

25.1 The Consultant understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. Proposer further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Consultant agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Consultant also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen Consultant's own liability.

25.2 The Consultant shall execute and deliver to the County a certification statement acknowledging the above provisions prior to providing any services and/or commencing any work.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the Iranian Energy Sector Divestment (per N.Y. GEN. MUN. LAW § 103-9) described above, the Consultant also acknowledges that it shall follow and all of the other policies and procedures described in the RFP.

26.2 During the term of this Agreement, the Consultant agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Consultant shall give the County 30 days written notice in advance of such event.

26.3 The Consultant shall at all times obtain and maintain all licenses and/or certifications required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

26.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or

paragraphs.

26.5 The County shall bear no responsibility other than that set forth in this Agreement.

26.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: _____

BY: _____

Daniel P. McCoy
County Executive

or

Daniel C. Lynch
Deputy County Executive

CAPITAL MARKETS ADVISORS, LLC



BY: Richard Tortora

Name

President

Title

DATED: _____

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2022, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the _____ day of _____, 2022, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF Erie) SS.:

On the 21st day of June, 2022, before me, the undersigned, personally appeared Richard Tortora, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Linda Lorentz
Notary Public

Linda Lorentz
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01LO6134119
Qualified in Erie County
Commission Expires September 26, 2025

**SCHEDULE A
INSURANCE COVERAGE**

The kinds and amounts of insurance to be provided are as follows:

1. **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job related injuries or a waiver of the requirements of this insurance with such waiver to be issued by New York State.
2. **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting therefrom, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles; and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of the use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
3. **General Liability Insurance:** A policy or policies of comprehensive all-risk insurance including coverage for demolition of structures with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000.

RESOLUTION NO. 786

**AUTHORIZING AN AGREEMENT WITH CAPITAL MARKETS ADVISORS,
LLC REGARDING AMERICAN RESCUE PLAN ACT ADVISORY SERVICES
AND AMENDING THE 2024 ALBANY COUNTY BUDGET**

Introduced: 12/2/24

By Audit and Finance Committee:

WHEREAS, The County Executive has requested authorization to enter into an agreement with Capital Markets Advisors, LLC regarding American Rescue Plan Act advisory services in the amount of \$54,000 for the term commencing January 1, 2025 and ending December 31, 2025, and

WHEREAS, The County Executive has also requested to amend the 2024 Albany County Budget in order to allocate the funding, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Capital Markets Advisors, LLC, Great Neck, NY 11021 regarding American Rescue Plan Act advisory services in the amount of \$54,000 for the term commencing January 1, 2025 and ending December 31, 2025, and, be it further

RESOLVED, That the 2024 Albany County Budget is amended as follows:

APPROPRIATIONS										
BUDGET LINE						DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY						
				STATE POS. CODE	POSITION CONTROL					
CM	95001C	44046Z	ARP24	000	000000	Fees For Services (CMA)	\$54,000			
						TOTAL APPROPRIATIONS	\$54,000	\$0		
ESTIMATED REVENUES										
BUDGET LINE						DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY						
				STATE POS. CODE	POSITION CONTROL					
CM	95001C	44046Z	ARP24	000	000000	Federal Aid (CMA)		\$54,000		
						TOTAL REVENUES	\$0	\$54,000		
						GRAND TOTAL	\$54,000	\$54,000		

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 2nd day of December, 2024, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 5th day of December, 2024.

A handwritten signature in cursive script, reading "Nicole Chamberlain", written in dark ink over a horizontal line.

Clerk, Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
DIVISION OF INFORMATION SERVICES
112 STATE STREET, ROOM 500
ALBANY, NEW YORK 12207
PHONE: (518) 447-7200 FAX: (518) 447-3000
www.albanycountyny.gov

PATRICK ALDERSON
CHIEF INFORMATION OFFICER

DAVID S. BERKUN
DEPUTY CHIEF INFORMATION OFFICER

5/15/2025

Hon. Daniel P. McCoy
Albany County Executive
112 State Street, Room 1200
Albany, New York 12207

Hon. Bruce A. Hidley
Albany County Clerk
16 Eagle Street, Room 128
Albany, New York 12207

Hon. Joanne Cunningham, Chair
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear County Executive McCoy, Clerk Hidley, and Chairwoman Cunningham:

The Division of Information Services requests authorization to enter into a contract with Crown Castle for the provision of two strands of dark fiber between 22-40 Remsen St, Cohoes, NY at the site formerly known as the Gateway Sports Complex and 112 State Street, Albany, NY, where Albany County's data center is located. This project would create a private network between the sites. Dark fiber is important in network connectivity because it offers Albany County maximum control, flexibility, and scalability for building a high-capacity network, allowing tailored bandwidth, security, and network performance. This project is for 60 months of service, between 8/2025 and 7/2030, and installation, for an amount not to exceed \$59,700. Services are being purchased off NYS OGS contract. Thank you in advance for your consideration of this request, and should you have any questions, please don't hesitate to reach out.

Sincerely,

Patrick Alderson

Patrick Alderson
Chief Information Officer

cc: Hon. Dennis A. Feeney, Majority Leader
Hon. Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel

ALBANY COUNTY - VENDOR AGREEMENT

Contract No. 2025-0409

THIS AGREEMENT (this "Agreement") is made by and between COUNTY OF ALBANY, a municipal corporation by and of the State of New York, with a principal office located at the Harold L. Joyce Albany County Office Building, 112 State Street Albany, NY 12207 (the "County"), and CROWN CASTLE INTERNATIONAL , having an address at 46 Broadway Menands, NY 12204 (the "Vendor"). The County and Vendor may at times herein be referred to individually as a "party" or collectively as the "parties."

WHEREAS, the County requires performance of services and/or goods in connection with Two strands of dark fiber between 22-40 Remsen St, Cohoes, NY at the site formerly known as the Gateway Sports Complex and 112 State Street, Albany, NY, where Albany County's data center is located, for the purpose of creating a private network between the sites.; and

WHEREAS, the Vendor agrees to provide such services and/or goods for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the mutual promises, terms and obligations hereinafter made, as well as other good and valuable consideration, the County and Vendor mutually agree and obligate themselves as follows:

ARTICLE 1. SCOPE OF WORK

Vendor agrees to perform the services and/or provide goods (the "Work") identified in Schedule A, which is attached hereto and made a part of this Agreement. Notwithstanding anything to the contrary, if any of the terms and provisions of this Agreement conflict with or differ from any of the terms and provisions of Schedule A, the terms and provisions of this Agreement shall control. Vendor agrees to perform/provide the Work in accordance with the terms and conditions of this Agreement. It is specifically agreed to by Vendor that the County will not compensate Vendor for any Work not within the scope of this Agreement, without proper prior written approval and amendment authorization.

ARTICLE 2. TERM OF AGREEMENT

Vendor agrees to perform the Work beginning August 1, 2025 and ending July 31, 2030 .

ARTICLE 3. COMPENSATION

For satisfactory performance of the Work, or as such Work may be modified by mutual written agreement, the County agrees to compensate Vendor, and Vendor agrees to accept, an amount not to exceed 59700 . The parties agree that this dollar amount includes all expenses incurred providing the Work and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance. The Vendor shall submit to the County an Albany County Claim form, for Work provided during the prior month, or as otherwise set forth in Schedule A, and prepared in such form and supported by such documentation as the County may reasonably require.

The County will audit and pay the proper amounts due Vendor within sixty (60) days after receipt by the County of said claim form, and, if objectionable, will notify Vendor in writing of the County's reasons for objecting to all or any portion of the claim form submitted by Vendor. Costs in excess of this Agreement's not-to-exceed amount if any, may not be incurred without prior written approval and amendment authorization by the proper County authority.

ARTICLE 4. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Vendor of such occurrence, and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted. The County shall have no other liability under this Agreement to Vendor or to anyone else.

ARTICLE 5. PROCUREMENT OF AGREEMENT

Vendor represents and warrants that no person or agency has been employed or retained by Vendor to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Vendor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Vendor makes such representations and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse

payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

Vendor represents and warrants that neither it nor any of its directors, officers, members, partners, or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Work herein provided. Vendor further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership, limited liability company or association in which such official, officer or employee is, directly or indirectly interested, shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person (1) if required by the Albany County Ethics Law as amended from time to time, to submit a Disclosure Form to the Albany County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a Disclosure Form said person must either voluntarily complete and submit said Disclosure Form disclosing their interest in this Agreement or seek a formal opinion from the Albany County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment to or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

Vendor and each person signing on behalf of Vendor represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

- A. The prices in this Agreement have been arrived at independently by Vendor without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;
- B. Unless otherwise required by law the prices which have been quoted in this Agreement and on the proposal or quote submitted by Vendor have not been knowingly disclosed by Vendor prior to the communication of such quote to the County or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and
- C. No attempt has been made or will be made by Vendor to induce any other person, partnership, corporation, or entity to submit or not to submit a bid, proposal or quote for the purpose of restricting competition.

The fact that Vendor (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid, proposed or quoted, does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In providing the Work and incurring expenses under this Agreement, Vendor shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the County. As an independent contractor, Vendor shall be solely responsible for determining the means and methods of performing the Work and shall have complete charge and responsibility for Vendor's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Vendor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee New York State Retirement System membership or credit. Further, Vendor, by virtue of his/her independent contractor status, shall under no circumstance constitute an employee of the County for purposes of the Affordable Care Act, shall not be entitled to any subsidy or credit in connection with this Agreement, and agrees if the County were to be assessed a penalty related to this Agreement that Vendor will defend and indemnify the County for any said penalty or related penalty.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

Pursuant to General Municipal Law §109, Vendor shall not assign any of its rights, interests or obligations under this Agreement, or subcontract any of the Work to be performed by it under this Agreement, without the prior express written consent of the County. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any Work provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the County shall be subject to all of the terms and conditions of this Agreement. All Work performed by a subcontractor shall be deemed to be work performed by the Vendor and the Vendor shall be fully liable directly to the County for any losses, damages, claims, attorneys' fees

and costs arising from the activities of its subcontractor(s).

Failure of Vendor to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the County and if so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to Vendor, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the County except so much thereof as may be necessary to pay Vendor's employees for Work completed.

The provisions of this Article shall not hinder, prevent, or affect any assignment by Vendor for the benefit of its creditors made pursuant to the Laws of the State of New York.

This Agreement may be assigned by the County to any corporation, agency, municipality, or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

Vendor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the Work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

Vendor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

Vendor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, and authorized State and/or Federal personnel during such period.

All original records compiled by the Vendor in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all similar recorded data, shall become and remain the property of the County. The Vendor may retain copies of such records for its own use.

ARTICLE 11. AUDIT BY THE COUNTY AND OTHERS

All claim forms presented for payment and the books, records, and accounts upon which said claim forms are based are subject to audit by the County. Vendor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County so that it may evaluate the reasonableness of the charges, and Vendor shall make its records available to the County upon request.

All books, claim forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review, and audit by the County, the State of New York, the federal government, and/or other persons duly authorized by the County. Such audits may include examination and review of the source and application of all funds whether from the County and State, the federal government, private sources or otherwise. Vendor shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

This Article shall remain in effect for a period of six (6) years following expiration or earlier termination.

ARTICLE 12. INSURANCE AND STATUTORY COMPLIANCE

In acceptance of this Agreement, Vendor covenants and certifies that it shall comply, in all respects, with all applicable federal, state and local laws, rules and regulations. This shall include, but not be limited to, Workers' Compensation and Employers Liability Insurance, hours of employment, wages and Human Rights, and the provisions of General Municipal Law §§103(a) and 103(b) and State Finance Law §§139-A and 139-B.

Pursuant to New York State Finance Law § 139-L, Vendor, by signing this Agreement, further certifies that it: (i) has implemented a written policy addressing sexual harassment prevention in the workplace, and (ii) provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the Labor Law.

Pursuant to General Municipal Law §108, the parties hereto agree that this Agreement **SHALL BE VOID** and of no effect unless Vendor shall secure Workers' Compensation for the benefit of, and keep insured during the life of this Agreement, such employees, in compliance and as may be necessary with the provisions of the Workers' Compensation Law.

For all of the Work set forth herein and as hereinafter amended, Vendor shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of the Work to be performed. Except for Workers' Compensation and professional liability, the County shall be named as primary/non-contributory additionally insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Vendor and not those of the County. Notwithstanding anything to the contrary in this Agreement, Vendor

irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 12. The provisions of insurance by Vendor shall not in any way limit Vendor's liability under this Agreement.

INSURANCE REQUIREMENTS

I. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, Vendor hereby agrees to effectuate the naming of the County of Albany as certificate holder and primary/non-contributory additional insured on the required insurance policy(ies), with the exception of workers' compensation. If Vendor is self-insured, evidence of its status as a self-insured entity shall be provided to the Albany County Purchasing Department. If requested, Vendor must describe its financial condition and the self-insured funding mechanism(s).

II. The policy(ies) naming the County of Albany as certificate holder and primary/non-contributory additional insured shall, without exception:

- Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer.
- Contain a 30-day notice of cancellation.
- State that the insurer's coverage shall be primary coverage for the County of Albany, its officers, and employees.
- The County of Albany shall be listed as certificate holder and primary/non-contributory additional insured by using endorsement CG 2010 10 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

III. Vendor agrees to indemnify the County for any applicable deductibles.

IV. Required Insurance (unless otherwise provided in RFB/RFP):

- **Commercial General Liability Insurance**

\$1,000,000 per occurrence/ \$2,000,000 aggregate. General Aggregate to apply on a per project basis.

- **Automobile Liability**

\$1,000,000 CSL for owned, hired and borrowed and non-owned motor vehicles.

- **Excess/Umbrella Insurance**

\$1,000,000; \$3,000,000; \$5,000,000 each Occurrence and Aggregate (depending on the type and size of the project).

- **Workers' Compensation and N.Y.S. Disability**

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.

- **Owners/Contractors Protective Insurance** (Required for large construction projects.)

\$1,000,000 per occurrence/\$2,000,000 aggregate; Albany County as the named insured.

- **Bid, Performance and Labor & Material Bonds**

If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.

- **Professional Liability/Malpractice**

\$1,000,000 aggregate (If commercially available for your profession) \$1,000,000 per claim

V. Vendor acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of this Agreement. Vendor is to provide the County with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the County to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without thirty (30) days prior written notice to the County, directed to the County Attorney and the Department Head, and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Vendor.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- Policy retroactive dates coincide with or precede Vendor's start of the performance of the Work (including subsequent policies purchased as renewals or replacements);
- Vendor will maintain similar insurance for at least six (6) years following final acceptance of the Work;
- If the insurance is terminated for any reason, Vendor agrees to purchase an unlimited extended reporting provision to report claims arising from the Work performed for the County; and
- Immediate notice shall be given to the County through the Department Head and the County Attorney of circumstances or incidents that might give rise to future claims with respect to the Work performed under this Agreement.

ARTICLE 13. DEFENSE AND INDEMNIFICATION

Vendor agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Work provided pursuant to this Agreement which the County, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of Vendor, its employees, representatives, subcontractors, assignees, or agents. The duty to defend hereunder shall be triggered immediately upon the County receipt of a notice of claim, service of process or other demand or claim.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act or omission of an employee, representative, subcontractor, assignee or agent of Vendor either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of Vendor's negligence, fault, act or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this Article shall not be exclusive and are in addition to any other rights and remedies provide by law or this Agreement.

The defense and indemnification obligations provided herein shall survive the expiration or termination of this Agreement, whether occasioned by this Agreement's expiration or earlier termination.

ARTICLE 14. PROTECTION OF COUNTY PROPERTY

Vendor assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by the County, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Vendor, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Vendor as an expert consultant specialist or subcontractor hereunder.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

Vendor agrees to defend, indemnify and hold the County harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this Article.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 15. TERMINATION

The County may, by written notice to Vendor effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the County's convenience, (2) upon the failure of Vendor to comply with any of the terms or conditions of this Agreement, or (3) upon Vendor becoming insolvent.

Upon termination of this Agreement, Vendor shall comply with any and all County closeout procedures, including, but not limited to:

- A. Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to Vendor pursuant to this Agreement; and
- B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Vendor through or provided under this Agreement and carrying out any County directive concerning the disposition thereof.

In the event the County terminates this Agreement, in whole or in part, as provided in this Article, the County may procure upon such terms and in such manner as deemed appropriate, Work similar to those so terminated, and Vendor shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the County, any Work procured by the County to complete the Work herein will be charged to Vendor and/or set off against any sums due Vendor.

Notwithstanding any other provisions of this Agreement, Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of Vendor's breach of the Agreement or failure to perform in accordance with applicable standards. In the event of a breach by the Vendor, Vendor shall pay to the County all direct and consequential damages caused by

such breach, including, but not limited to, all sums expended by the County to procure a substitute vendor to satisfactorily complete the Work, together with the County's own costs incurred in procuring a substitute vendor. The County may withhold payments to Vendor for the purposes of set-off until such time as the exact amount of damages due to the County from Vendor is determined.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. GENERAL RELEASE

The acceptance by Vendor or its assignees of the final payment under this Agreement, whether by Vendor's claim form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the County from any and all claims of Vendor arising out of the performance of this Agreement.

ARTICLE 17. SET-OFF RIGHTS

The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to Vendor (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this Agreement, or (iii) from the County by operation of law. The County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the County for any reason whatsoever including, without limitation, real property tax delinquencies, hotel/motel tax delinquencies, sales tax delinquencies, fee delinquencies, fines, lawful charges, monetary penalties or interest relative thereto.

ARTICLE 18. NO ARBITRATION; JURISDICTION AND VENUE

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, shall not be submitted to arbitration unless specifically agreed thereto in writing by the County, but shall instead only be heard in the Supreme Court of the State of New York, with venue in Albany County, or if appropriate, in the Federal District Court with venue in the Northern District of New York, Albany Division.

ARTICLE 19. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. Vendor shall render all Work under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such Work are rendered.

ARTICLE 20. ACCEPTANCE OF SUBSTITUTED SERVICE

Vendor hereby consents and agrees to accept to substituted service of process via first class mail to the above referenced address of any summons, process or pleading pertaining to or arising from litigation concerning this Agreement in lieu of any other methods authorized by the New York Civil Practice Law and Rules. Service of process shall be deemed to be complete upon mailing same. This provision shall survive the termination of this agreement and shall not be construed requiring substituted service, should the County elect to commence litigation by other means provided for by law. The County does not waive personal service herein and will require service of process in conformity with CPLR§311(4).

ARTICLE 21. TAXES

The County is exempt from the payment of sales and compensating use taxes, manufacturer's excise taxes and all other taxes imposed by the State of New York and the Federal Government. Taxes shall not be included in any agreement or bid/proposal price. A Tax-Exempt Certificate will be executed upon Vendor's request.

ARTICLE 22. CURRENT OR FORMER COUNTY EMPLOYEES

Vendor represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other Agreement that said Vendor has or may have with the County without the express written permission of the County. This limitation covers the preceding two (2) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interest due to their position with the County.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. CERTIFICATION REGARDING LOBBYING; DEBARRMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS AND DRUG-FREE WORKPLACE REQUIREMENTS (When Federal Funding Used)

A. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the hereby Vendor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Vendor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, Vendor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Vendor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

B. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. Vendor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where Vendor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

C. Drug-Free Workplace (Vendors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. Vendor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Vendor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. Vendor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance program; and
 - iv. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a)
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:

i. Abide by the terms of the statement.

ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or

ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

D. Drug-Free Workplace (Vendors who are individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the Agreement, Vendor certifies that he, she, they, it will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Agreement; and

2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, Vendor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

In accordance with Article 15 of New York Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Vendor agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 25. WAGE AND HOUR 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 Vendor'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 supplemental Exhibits issued by the State Labor Department. Furthermore, Vendor and its subcontractors shall 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, Vendor 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 County of any County approved sums due and owing for the Work.

ARTICLE 26. CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

The Vendor hereby represents that it is in compliance with § 103-g entitled "Iranian Energy Sector Divestment," in that the Vendor has not:

1. Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

2. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 27. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH & NOTIFICATION ACT

Vendor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

ARTICLE 28. GRATUITIES AND KICKBACKS PROHIBITED

Vendor, for itself, its assignees, and successors in interest agree as follows:

1. **Gratuities.** It shall be unlawful for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
2. **Kickbacks.** It shall be unlawful for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE 29. TITLE VI – REQUIRED LANGUAGE

During the performance of this Agreement, Vendor, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** Vendor shall comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Non-discrimination:** Vendor, with regard to the Work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Vendor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Vendor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Vendor of the subcontractor's obligations under this Agreement, and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** Vendor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of Vendor is in the exclusive possession of another who fails or refuses to furnish the information, Vendor shall so certify to the County, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of Vendor's noncompliance with the Nondiscrimination provisions of this Agreement, the County will impose such sanctions as it or the County may determine to be appropriate, including, but not limited to: a. withholding payments to Vendor under the Agreement until Vendor complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** Vendor shall include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Vendor shall take action with respect to any subcontract or procurement as County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Vendor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Vendor may request the County to enter into any litigation to protect the interests of the County. In addition, Vendor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, Vendor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

ARTICLE 30. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedule A, which supersedes any other understandings or writings between or among the parties.

ARTICLE 31. MODIFICATION

No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of Work covered by this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such Work, and after amendment approval by the appropriate County authority, the parties mutually agree to an Amendment to this Agreement, which shall specifically set forth the scope of such extra or additional work and the amount of compensation and the extension of the time for performance, if any, for any such work.

ARTICLE 32. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Vendor.

ARTICLE 33. COOPERATION

Vendor shall cooperate with representatives, agents, and employees of the County and the County shall cooperate with representatives, agents, and employees of the Vendor to the end that the Work may proceed expeditiously and economically.

ARTICLE 34. NON-INTERRUPTION OF WORK [Contractors only]

A Vendor who is a contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Vendor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 35. EXTRA SERVICES/GOODS

If the Vendor is of the opinion that any services/goods it has been directed to perform/provide is beyond the scope of this Agreement and constitutes extra services/goods, the Vendor shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such services/goods is in fact beyond the scope of this Agreement and whether or not it constitutes extra services/goods. In the event the County determines such services/goods does constitute extra services/goods, it may provide extra compensation to the Vendor on a negotiated basis pursuant to a properly executed amendment to this Agreement.

ARTICLE 36. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Vendor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Vendor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Vendor in default and/or seeking debarment or suspension of the Vendor.

ARTICLE 37. AUTHORITY

The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

ARTICLE 38. MISCELLANEOUS PROVISIONS

1. During the term of this Agreement, the Vendor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Vendor shall give the County thirty (30) days written notice in advance of such event.
2. The Vendor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.
3. If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.
4. The County shall bear no responsibility other than that set forth in this Agreement.
5. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid to the address stated in the first paragraph after the title of the Agreement, or, with the prior consent of the receiving party, dispatched via facsimile or email transmission.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Licensee or Customer Contact Detail			
Licensee or Customer	Albany County		
Address & Contact	Address	6 EAGLE ST	
	City, State	ALBANY, NY 12207	
	Phone	(518) 447-4616	
Billing Address & Contact	Name	Albany County	
	Billing Address	112 State St, 5th Flr, Suite 500	
	City, State	ALBANY, NY 12207	
Technical Contact	Name	Dave Berkun	Primary Phone 5184477283
	E-mail	David.Berkun@albanycountyny.gov	Alternate Phone

Product Detail			
Dark Fiber	# Fibers	2	Estimated Route Miles 14.69
	Product Type	Point to Point	
	MRC	\$995.00	NRC \$0.00
	Install Lead Time	120 Days	
Location A	22-40 Remsen St, 1st Floor, Cohoes, NY 12047		
Location Z	112 State St, 5th Floor, Albany, NY 12207		

Order Summary											
Pricing & Contract Terms	Salesperson	Charles Day	Term (Months) 60								
	Client Service Mgr	Samuel DeSalvo									
	Order Contact	Dave Berkun	Contact Email David.Berkun@albanycountyny.gov								
		<table border="1"> <thead> <tr> <th></th> <th>NRC *</th> <th>MRC*</th> </tr> </thead> <tbody> <tr> <td>Dark Fiber</td> <td>\$0.00</td> <td>\$995.00</td> </tr> <tr> <td>Total</td> <td>\$0.00</td> <td>\$995.00</td> </tr> </tbody> </table>		NRC *	MRC*	Dark Fiber	\$0.00	\$995.00	Total	\$0.00	\$995.00
	NRC *	MRC*									
Dark Fiber	\$0.00	\$995.00									
Total	\$0.00	\$995.00									
*Pricing shown does not reflect applicable taxes and fees.											

ORDER ACCEPTANCE			
This Order Form is entered into between Provider ("or Company") and Customer (or "Licensee") effective as of the date of the last signature below. For Cloud Transport, Dark Fiber, Ethernet, Flexible Private Line, Internet, Off-Net Fiber Lateral Construction, or Wavelength Products, these Products will be subject to the terms and conditions of that certain New York State Office of General Services Contract, known as the Group 77017 - Comprehensive Telecommunication Services, Award 23100, with a contract number of PS68694, dated September 16, 2019, which is made a part hereof and incorporated herein by reference. For Colocation, DDoS, or SD-WAN (SD-WAN without a bundled Provider transport service) Products, these Products will be subject to the terms and conditions of that certain New York State Office of General Services Contract, known as the Group 73600 – Information Technology Umbrella Contract- Manufacturer Based (Statewide), Award 22802, with a contract number of PM69712, dated November 18, 2022, which is made a part hereof and incorporated herein by reference.			
Licensee or Customer		Company or Provider	
	Albany County		Crown Castle Fiber LLC
Signature		Signature	
Name/Title		Name/Title	
Date		Date	

Addendum

Albany County Technology Procurement – Contractor Administrative Terms & Conditions

1. Secure System Development Lifecycle and Specifications

Unless otherwise agreed to by the Authorized User (AU), "Albany County," in writing, the contractor's current version of the solution must function as specified in the associated Request for Proposal, Contract, or other agreement in an environment comprised solely of components including, but not limited to operating system and database platform versions which are in an active support phase (e.g., no requirement to run on End of Life software, such as Windows 7, etc.).

Unless otherwise agreed to by the Authorized User in writing, the Contractor shall represent the below practices by providing the documentation of Contractor's adherence to the below policies available in a public website or secure portal that shall be provided to Authorized Users upon request.

- a) Secure System Development Lifecycle
 - i) Policies that govern software development practices commensurate with the risk of the intended use of each software component:
 - (1) Such policies shall define documented security roles for the software development team
 - (2) On no less than an annual basis, the contractor shall conduct a comprehensive review of software development policies and make changes where indicated to adequately address new or changed risk
 - ii) At least annually, the contractor shall provide training in secure software development practices to its developer workforce.
 - (1) Such training shall be focused on the technologies in use within the software development environment
 - (2) Such training shall include a review of the contractor's chosen secure coding framework (see "Vulnerability Management" section) and related policies, procedures and standards
 - (3) Such training shall include a review of the security-related roles and responsibilities conferred on development personnel by organizational policy
 - iii) The contractor shall, to the extent legally permissible, conduct criminal background checks, credit checks and reference checks for all personnel engaged in the software development process, and establish a set of criteria for when management must be engaged regarding the results of such checks.
 - iv) The contractor shall deliver remote and /or on premises support only with approval of AU and with the option for AU to supervise / observe the support activity
 - v) At no time during remote and /or on premises support, or any other time, shall contractor transfer AU's data from AU's on premise installation to a remote location without the express written permission of the AU
 - vi) The contractor shall 1) utilize uniquely assigned credentials for each of its workforce members to be used in supporting the AU's solution and 2) revoke those credentials within 24 hours of the departure of a contractor's workforce member who had knowledge of credentials used to support the AU's solution or notify the AU within 24 hours if the credentials used exist on an AU on-premise system. Credential management must be in accordance with NIST 800-63-3, Digital Identity, or its successor.

- vii) Upon request and with reasonable notice, the contractor shall provide the AU with a list of its workforce members with knowledge of credentials used to access the AU's solution.
- b) Vulnerability Management
 - i) The contractor shall make commercially reasonable efforts to ensure that components including but not limited to third party libraries, components and APIs are maintained at their most recent, stable version within the released application made available to the AU.
 - ii) The contractor shall follow a secure coding framework appropriate to the nature of its software components. For example, web application development teams may follow the Open Web Application Security Project's Secure Coding Practices
 - iii) The contractor shall document and execute a remediation plan for any vulnerability identified through dynamic or static analysis, vulnerability scans or penetration tests, where the vulnerability has a CVSS severity of 7.0 or higher
 - iv) The contractor shall establish processes for monitoring and acting upon vulnerability notices published regarding components of the software development environment as well as components used in the solution provided to the AU
 - v) The contractor shall maintain publicly available mechanisms for receiving reports of vulnerabilities identified by its customers, security researchers and similar entities.
- c) Application Lifecycle Management
 - i) The contractor shall ensure that any open source licenses which apply to components used in the solution confer no obligations upon the AU, or that in the event of such obligation, the AU is aware of and agrees to same.
 - ii) All applications released by contractor to the AU shall be signed by a publicly trusted code signing certificate so that the AU may verify the authenticity and integrity of the release. This code signing certificate shall be rotated on at least an annual basis.
 - iii) The contractor shall ensure that all implementation services and / or guides comprehensively address security hardening for the solution. Such hardening shall include, but not be limited to, the disabling of unnecessary features based on the Scope of Work and the implementation of a "least privilege" access model for all users and service accounts.
 - iv) The contractor shall implement processes to ensure that all changes to the solution:
 - (1) Are made at the direction of its product managers or equivalent role
 - (2) Are documented in a work management / issue tracking application
 - (3) Maintain evidence of security checks and approvals
 - (4) Include documented functional requirements and non-functional security requirements
 - (5) Include a plan for notifying customers, including the AU, of any substantive changes upon release
 - v) The contractor shall provide ample notice, and in no case less than six months, should the solution version used by the AU reach End of Life, such that it will no longer receive security updates to address vulnerabilities.
- d) Specifications

During the term of the Contract, the Authorized User may request Product specifications for particular items that have been included by the Contractor on its approved price list for the Contract. These specifications will be provided by the Contractor at no cost.

2. Instruction Manuals and Associated Documentation

Product shall be furnished, at no extra charge, with one complete set of standard operator instruction manuals and Documentation (hard copy, CD/DVD, or web link) as would normally accompany such Product. Contractor shall also ensure that the part numbers and net prices associated with the documentation are available to the Authorized User and included on its approved price list for this Contract should an Authorized User need to purchase additional sets of technical manuals. Where Documentation is provided in electronic format, an Authorized User shall be entitled to make copies to the extent necessary to fully enjoy the rights granted under this Contract provided that the Authorized User reproduces the copyright notice and any other legend of ownership on any copies made.

3. Security

a) Security Incidents

The Authorized User and the Contractor must, in writing, determine a Security Incident notification policy prior to the finalization of the Authorized User Agreement. If no such agreement is in place, then the default agreement shall be notification of all Security Incidents that may have a direct impact on the AU by phone immediately upon detection to the Authorized User representative.

All AU notifications will be followed with a notification to the Albany County Chief Information Officer.

If requested in the Authorized User agreement and agreed to by the Contractor, a written preliminary incident analysis report must be provided to AU within 72 hours of discovery. Contractor representative must be available by phone and email for discussions with the Albany County Chief Information Officer and AU representative throughout incident response activity and must provide status updates at mutually agreed upon cadences. A written final incident analysis report, including a detailed technical section including root cause of incident, timeline, scope, impact and corrective actions taken must be delivered to AU at the conclusion of incident response.

b) Data Breach – Required Contractor Actions

Unless otherwise provided by law, in the event of a Data Breach, the Contractor shall:

- i) notify the Albany County Chief Information Officer and any potentially affected Authorized User's representative, by telephone as soon as possible from the time the Contractor confirms Data Breach. An Authorized User may specify a maximum notification time in their RFQ or RFP.;
- ii) consult with and receive authorization from the Authorized User as to the content of any notice to affected parties prior to notifying any affected parties to whom notice of the Data Breach is required, either by statute or by the Authorized User;

- iii) coordinate all communication regarding the Data Breach with the Albany County Chief Information Officer and Authorized User (including possible communications with third parties);
- iv) cooperate with the Authorized User, Albany County Chief Information Officer, Albany County Division of Information Services and any Contractor working on behalf of the Authorized User or Albany County in attempting (a) to determine the scope and cause of the breach; and (b) to prevent the future recurrence of such security breaches; and
- v) promptly take commercially reasonable steps to mitigate the effects and minimize any damage resulting from the Security Event. Contractor shall provide Written notice to the Authorized User as to all such corrective actions taken by the Contractor to remedy the Data Breach. Unless otherwise agreed to in the Authorized User Agreement, if Contractor is unable to complete the corrective action within the required timeframe, the Authorized User may contract with a third party to provide the required services until corrective actions and services resume in a manner acceptable to the Authorized User, or until the Authorized User has completed a new procurement for a replacement service system; (ii) and the Contractor will be responsible for the reasonable cost of these services during this period.

Nothing herein shall in any way (a) impair the authority of the Office of the Attorney General or other investigative or law enforcement entity to bring an action against Contractor to enforce the provisions of the New York State Information Security Breach Notification Act (ISBNA) or (b) limit Contractor's liability for any violations of the ISBNA or any other applicable statutes, rules or regulations.

c) Location of Data; CONUS or OCONUS

- i) The RFQ or RFP must specify if the AU will allow Data to be located outside of the Continental United States (OCONUS).
- ii) Unless otherwise authorized in the RFQ and agreed to in the Authorized User Agreement, when the Contractor is responsible for managing the Data, the Contractor shall meet the following requirements:
 - a. All Data shall remain in the Continental United States (CONUS).
 - b. Any Data stored, or acted upon, shall be solely located in Data Centers within CONUS.
 - c. Any services which directly or indirectly access Data shall be performed only from locations within CONUS.
 - d. All Data in transit shall remain in CONUS and shall be encrypted in accordance with generally accepted standards.
 - e. All helpdesk, online and support services which may access Data shall be performed only from locations within CONUS.
 - f. No Follow the Sun support shall be allowed to access Data directly or indirectly from locations outside CONUS.
- iii) Unless otherwise authorized in the RFQ or RFP and agreed to in the Authorized User Agreement, when the Authorized User is responsible for managing the Data, the Contractor

shall provide the Authorized User with the capability and the means or tools to meet the following requirements:

- a. All Data shall remain in the Continental United States (CONUS).
 - b. Any Data stored, or acted upon, shall be solely located in Data Centers within CONUS.
 - c. Any services which directly or indirectly access Data shall be performed only from locations within CONUS.
 - d. All Data in transit shall remain in CONUS and shall be encrypted in accordance with generally accepted standards.
 - e. All helpdesk, online and support services which may access Data shall be performed only from locations within CONUS.
 - f. No Follow the Sun support shall be allowed to access Data directly or indirectly from locations outside CONUS.
- iv) Unless otherwise authorized in the RFQ or RFP and agreed to in the Authorized User Agreement, Contractor may not store, act upon, or access Data outside of the Continental United States (OCONUS) and may not perform support services that may access Data from OCONUS.

Authorized Users must receive prior written approval from the Albany County Chief Information Officer, before authorizing Data to be stored, acted upon, or accessed OCONUS, and before authorizing support services to be performed from OCONUS.

- v) Notwithstanding the foregoing, all services must be performed within CONUS and may not be authorized to be performed from OCONUS.

d) Security Reports

Contractor must log in accordance with NIST 800-92, or its successor. Upon request, the Contractor must provide the Authorized User with security logs and reports (such as SOC2 Type 2, CAIQ, and ISO27001) to allow the Authorized User to make an informed decision about the Contractor's security controls and their effectiveness.

Contractor shall cooperate with all reasonable Authorized User requests for a written description of Contractor's physical/virtual security and/or internal control processes. The Authorized User shall have the right to reject any Contractor's RFQ or RFP response or terminate an Authorized User Agreement when such a request has been denied.

e) Support Services

All helpdesk, online, and support services which access any Data must be performed from within CONUS, unless expressly authorized by the Authorized User in writing. Unless such authorization is granted, at no time will any Follow the Sun support be allowed to access Data directly, or indirectly, from outside CONUS. If an Authorized User agrees to OCONUS services that access Data, then the Authorized User must be provided any information requested such as security

reports (e.g. SOC2 Type 2, CAIQ and ISO27001) to allow the Authorized User to make an informed decision about the security of the Data in that location.

f) Infrastructure Support Services

Infrastructure support services that do not directly or indirectly access Data may be provided in a Follow the Sun format, if expressly outlined within the Authorized User Agreement.

g) Requests for Data By Third Parties

Unless prohibited by law, Contractor shall notify the Authorized User in writing within 24 hours of any request for Data (including requestor, nature of Data requested and timeframe of response) by a person or entity other than the Authorized User, and the Contractor shall secure Written acknowledgement of such notification from the Authorized User before responding to the request for Data.

Unless compelled by law, the Contractor shall not release Data without the Authorized User's prior written approval.

h) Security Policies

Contractor must maintain records documenting adherence to the following security policies and must provide such records to an Authorized User, or to the Albany County Chief Information Officer or Division of Information Services, upon request, through a public website or secure portal.

Policies that govern software development practices commensurate with the risk of the intended use of each software application

- Such policies shall define documented security roles for the software development team
- On no less than an annual basis, the contractor shall conduct a comprehensive review of software development policies and make changes where indicated to adequately address new or changed risk

The contractor shall deliver remote and /or on premises support only with approval of AU and with the option for AU to supervise / observe the support activity

At no time during remote and /or on premises support, or any other time, shall contractor transfer AU's data from AU's on premise installation of the software application to a remote location without the express written permission of the AU

The contractor shall 1) utilize uniquely assigned credentials for each of its workforce members to be used in supporting the AU's software application or 2) notify the AU within 24 hours of the departure of a contractor's workforce member who had knowledge of credentials used to support the AU's software application.

Upon request and with reasonable notice, the contractor shall provide the AU with a list of its workforce members with knowledge of credentials used to access the AU's software application

The contractor shall make commercially reasonable efforts to ensure that components including but not limited to third party libraries, components and APIs are maintained at their most recent, stable version within the released application made available to the AU.

The contractor shall follow a secure coding framework appropriate to the nature of its software application. For example, web application development teams may follow the Open Web Application Security Project's Secure Coding Practices

The contractor shall document and execute a remediation plan for any vulnerability identified through dynamic or static analysis, vulnerability scans or penetration tests, where the vulnerability has a CVSS severity of 4.0 or higher

The contractor shall establish processes for monitoring and acting upon vulnerability notices published regarding components of the software development environment as well as components used in the software application provided to the AU

The contractor shall maintain publicly available mechanisms for receiving reports of vulnerabilities identified by its customers, security researchers and similar entities.

The contractor shall ensure that any open source licenses which apply to components used in the software application confer no obligations upon the AU, or that in the event of such obligation, the AU is aware of and agrees to same.

All applications released by contractor to the AU shall be signed by a publicly trusted code signing certificate so that the AU may verify the authenticity and integrity of the release. This code signing certificate shall be rotated on at least an annual basis.

The contractor shall ensure that all implementation guides and training comprehensively address security hardening for the application. Such hardening shall include, but not be limited to, the disabling of unnecessary features based on the Scope of Work and the implementation of a "least privilege" access model for all users and service accounts.

The contractor shall implement processes to ensure that all changes to the software application:

- Are made at the direction of its product managers or equivalent role
- Are documented in a work management / issue tracking application
- Maintain evidence of security checks and approvals
- Include documented functional requirements and non-functional security requirements
- Include a plan for notifying customers, including the AU, of any substantive changes upon release

In no case shall the contractor knowingly release to the AU an application which contains a vulnerability with a CVSS severity of 7.0 or higher, without the direct written permission of the AU.

i) Secure Data Disposal

After 60 calendar days from expiration or termination of an Authorized User Agreement, or at a time mutually agreed upon by the Authorized User and the Contractor, the Contractor shall destroy Data in all of its forms, including all back-ups. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) 800-88, or its successor, as designated by the Authorized User, as applicable. If requested by the Authorized User, certificates of destruction, in a form acceptable to the Authorized User, shall be provided by the Contractor to the Authorized User.

j) Authentication Tokens

If included in an RFQ or RFP, the Authorized User Agreement may require authentication tokens for all systems in accordance with NIST 800-63B Authentication and Lifecycle Management, or its successor.



DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
DIVISION OF INFORMATION SERVICES
112 STATE STREET, ROOM 500
ALBANY, NEW YORK 12207
PHONE: (518) 447-7200 FAX: (518) 447-3000
www.albanycountyny.gov

PATRICK ALDERSON
CHIEF INFORMATION OFFICER

DAVID S. BERKUN
DEPUTY CHIEF INFORMATION OFFICER

5/15/2025

Hon. Daniel P. McCoy
Albany County Executive
112 State Street, Room 1200
Albany, New York 12207

Hon. Bruce A. Hidley
Albany County Clerk
16 Eagle Street, Room 128
Albany, New York 12207

Hon. Joanne Cunningham, Chair
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear County Executive McCoy, Clerk Hidley, and Chairwoman Cunningham:

The Division of Information Services requests authorization to enter into a contract with First Light Fiber for SIP (Session Initiation Protocol) trunk installation and 20 concurrent talkpaths at Family Court, 30 Clinton Ave, Albany, NY, as part the VOIP (Voice over Internet Protocol) upgrade project to enable employees to use their internet connection for phone calls. A SIP (Session Initiation Protocol) trunk is a digital equivalent of a traditional phone line, allowing end users to make and receive calls over the internet. The existing technology that connects the Family Court's phone system to the telephone network is a PRI (primary rate interface), which is end of life and leverages dedicated physical phone lines for voice transmissions as opposed to VOIP (Voice over Internet Protocol), which is the County's current standard for phone connectivity. Information Services is bringing the Family Court site in alignment with standards at other County sites. This project is for 60 months of service, between 7/2025 and 6/2030, and installation, for an amount not to exceed \$28,800. Services are being purchased off NYS OGS contract. Thank you in advance for your consideration of this request, and should you have any questions, please don't hesitate to reach out.

Sincerely,

Patrick Alderson

Patrick Alderson
Chief Information Officer

cc: Hon. Dennis A. Feeney, Majority Leader
Hon. Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel

ALBANY COUNTY - VENDOR AGREEMENT

Contract No. 2025-0411

THIS AGREEMENT (this "Agreement") is made by and between COUNTY OF ALBANY, a municipal corporation by and of the State of New York, with a principal office located at the Harold L. Joyce Albany County Office Building, 112 State Street Albany, NY 12207 (the "County"), and FIRST LIGHT FIBER , having an address at 41 State Street Albany, NY 12207 (the "Vendor"). The County and Vendor may at times herein be referred to individually as a "party" or collectively as the "parties."

WHEREAS, the County requires performance of services and/or goods in connection with SIP (Session Initiation Protocol) trunk installation and 20 concurrent talkpaths at Family Court, 30 Clinton Ave, Albany, NY, as part the VOIP (Voice over Internet Protocol) upgrade project to enable employees to use their internet connection for phone calls. ; and

WHEREAS, the Vendor agrees to provide such services and/or goods for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the mutual promises, terms and obligations hereinafter made, as well as other good and valuable consideration, the County and Vendor mutually agree and obligate themselves as follows:

ARTICLE 1. SCOPE OF WORK

Vendor agrees to perform the services and/or provide goods (the "Work") identified in Schedule A, which is attached hereto and made a part of this Agreement. Notwithstanding anything to the contrary, if any of the terms and provisions of this Agreement conflict with or differ from any of the terms and provisions of Schedule A, the terms and provisions of this Agreement shall control. Vendor agrees to perform/provide the Work in accordance with the terms and conditions of this Agreement. It is specifically agreed to by Vendor that the County will not compensate Vendor for any Work not within the scope of this Agreement, without proper prior written approval and amendment authorization.

ARTICLE 2. TERM OF AGREEMENT

Vendor agrees to perform the Work beginning July 1, 2025 and ending June 30, 2030 .

ARTICLE 3. COMPENSATION

For satisfactory performance of the Work, or as such Work may be modified by mutual written agreement, the County agrees to compensate Vendor, and Vendor agrees to accept, an amount not to exceed 28800 . The parties agree that this dollar amount includes all expenses incurred providing the Work and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance. The Vendor shall submit to the County an Albany County Claim form, for Work provided during the prior month, or as otherwise set forth in Schedule A, and prepared in such form and supported by such documentation as the County may reasonably require.

The County will audit and pay the proper amounts due Vendor within sixty (60) days after receipt by the County of said claim form, and, if objectionable, will notify Vendor in writing of the County's reasons for objecting to all or any portion of the claim form submitted by Vendor. Costs in excess of this Agreement's not-to-exceed amount if any, may not be incurred without prior written approval and amendment authorization by the proper County authority.

ARTICLE 4. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Vendor of such occurrence, and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted. The County shall have no other liability under this Agreement to Vendor or to anyone else.

ARTICLE 5. PROCUREMENT OF AGREEMENT

Vendor represents and warrants that no person or agency has been employed or retained by Vendor to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Vendor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Vendor makes such representations and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse

payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

Vendor represents and warrants that neither it nor any of its directors, officers, members, partners, or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Work herein provided. Vendor further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership, limited liability company or association in which such official, officer or employee is, directly or indirectly interested, shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person (1) if required by the Albany County Ethics Law as amended from time to time, to submit a Disclosure Form to the Albany County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a Disclosure Form said person must either voluntarily complete and submit said Disclosure Form disclosing their interest in this Agreement or seek a formal opinion from the Albany County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment to or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

Vendor and each person signing on behalf of Vendor represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

- A. The prices in this Agreement have been arrived at independently by Vendor without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;
- B. Unless otherwise required by law the prices which have been quoted in this Agreement and on the proposal or quote submitted by Vendor have not been knowingly disclosed by Vendor prior to the communication of such quote to the County or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and
- C. No attempt has been made or will be made by Vendor to induce any other person, partnership, corporation, or entity to submit or not to submit a bid, proposal or quote for the purpose of restricting competition.

The fact that Vendor (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid, proposed or quoted, does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In providing the Work and incurring expenses under this Agreement, Vendor shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the County. As an independent contractor, Vendor shall be solely responsible for determining the means and methods of performing the Work and shall have complete charge and responsibility for Vendor's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Vendor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee New York State Retirement System membership or credit. Further, Vendor, by virtue of his/her independent contractor status, shall under no circumstance constitute an employee of the County for purposes of the Affordable Care Act, shall not be entitled to any subsidy or credit in connection with this Agreement, and agrees if the County were to be assessed a penalty related to this Agreement that Vendor will defend and indemnify the County for any said penalty or related penalty.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

Pursuant to General Municipal Law §109, Vendor shall not assign any of its rights, interests or obligations under this Agreement, or subcontract any of the Work to be performed by it under this Agreement, without the prior express written consent of the County. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any Work provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the County shall be subject to all of the terms and conditions of this Agreement. All Work performed by a subcontractor shall be deemed to be work performed by the Vendor and the Vendor shall be fully liable directly to the County for any losses, damages, claims, attorneys' fees

and costs arising from the activities of its subcontractor(s).

Failure of Vendor to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the County and if so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to Vendor, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the County except so much thereof as may be necessary to pay Vendor's employees for Work completed.

The provisions of this Article shall not hinder, prevent, or affect any assignment by Vendor for the benefit of its creditors made pursuant to the Laws of the State of New York.

This Agreement may be assigned by the County to any corporation, agency, municipality, or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

Vendor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the Work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

Vendor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

Vendor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, and authorized State and/or Federal personnel during such period.

All original records compiled by the Vendor in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all similar recorded data, shall become and remain the property of the County. The Vendor may retain copies of such records for its own use.

ARTICLE 11. AUDIT BY THE COUNTY AND OTHERS

All claim forms presented for payment and the books, records, and accounts upon which said claim forms are based are subject to audit by the County. Vendor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County so that it may evaluate the reasonableness of the charges, and Vendor shall make its records available to the County upon request.

All books, claim forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review, and audit by the County, the State of New York, the federal government, and/or other persons duly authorized by the County. Such audits may include examination and review of the source and application of all funds whether from the County and State, the federal government, private sources or otherwise. Vendor shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

This Article shall remain in effect for a period of six (6) years following expiration or earlier termination.

ARTICLE 12. INSURANCE AND STATUTORY COMPLIANCE

In acceptance of this Agreement, Vendor covenants and certifies that it shall comply, in all respects, with all applicable federal, state and local laws, rules and regulations. This shall include, but not be limited to, Workers' Compensation and Employers Liability Insurance, hours of employment, wages and Human Rights, and the provisions of General Municipal Law §§103(a) and 103(b) and State Finance Law §§139-A and 139-B.

Pursuant to New York State Finance Law § 139-L, Vendor, by signing this Agreement, further certifies that it: (i) has implemented a written policy addressing sexual harassment prevention in the workplace, and (ii) provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the Labor Law.

Pursuant to General Municipal Law §108, the parties hereto agree that this Agreement **SHALL BE VOID** and of no effect unless Vendor shall secure Workers' Compensation for the benefit of, and keep insured during the life of this Agreement, such employees, in compliance and as may be necessary with the provisions of the Workers' Compensation Law.

For all of the Work set forth herein and as hereinafter amended, Vendor shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of the Work to be performed. Except for Workers' Compensation and professional liability, the County shall be named as primary/non-contributory additionally insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Vendor and not those of the County. Notwithstanding anything to the contrary in this Agreement, Vendor

irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 12. The provisions of insurance by Vendor shall not in any way limit Vendor's liability under this Agreement.

INSURANCE REQUIREMENTS

I. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, Vendor hereby agrees to effectuate the naming of the County of Albany as certificate holder and primary/non-contributory additional insured on the required insurance policy(ies), with the exception of workers' compensation. If Vendor is self-insured, evidence of its status as a self-insured entity shall be provided to the Albany County Purchasing Department. If requested, Vendor must describe its financial condition and the self-insured funding mechanism(s).

II. The policy(ies) naming the County of Albany as certificate holder and primary/non-contributory additional insured shall, without exception:

- Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer.
- Contain a 30-day notice of cancellation.
- State that the insurer's coverage shall be primary coverage for the County of Albany, its officers, and employees.
- The County of Albany shall be listed as certificate holder and primary/non-contributory additional insured by using endorsement CG 2010 10 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

III. Vendor agrees to indemnify the County for any applicable deductibles.

IV. Required Insurance (unless otherwise provided in RFB/RFP):

- **Commercial General Liability Insurance**

\$1,000,000 per occurrence/ \$2,000,000 aggregate. General Aggregate to apply on a per project basis.

- **Automobile Liability**

\$1,000,000 CSL for owned, hired and borrowed and non-owned motor vehicles.

- **Excess/Umbrella Insurance**

\$1,000,000; \$3,000,000; \$5,000,000 each Occurrence and Aggregate (depending on the type and size of the project).

- **Workers' Compensation and N.Y.S. Disability**

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.

- **Owners/Contractors Protective Insurance** (Required for large construction projects.)

\$1,000,000 per occurrence/\$2,000,000 aggregate; Albany County as the named insured.

- **Bid, Performance and Labor & Material Bonds**

If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.

- **Professional Liability/Malpractice**

\$1,000,000 aggregate (If commercially available for your profession) \$1,000,000 per claim

V. Vendor acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of this Agreement. Vendor is to provide the County with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the County to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without thirty (30) days prior written notice to the County, directed to the County Attorney and the Department Head, and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Vendor.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- Policy retroactive dates coincide with or precede Vendor's start of the performance of the Work (including subsequent policies purchased as renewals or replacements);
- Vendor will maintain similar insurance for at least six (6) years following final acceptance of the Work;
- If the insurance is terminated for any reason, Vendor agrees to purchase an unlimited extended reporting provision to report claims arising from the Work performed for the County; and
- Immediate notice shall be given to the County through the Department Head and the County Attorney of circumstances or incidents that might give rise to future claims with respect to the Work performed under this Agreement.

ARTICLE 13. DEFENSE AND INDEMNIFICATION

Vendor agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Work provided pursuant to this Agreement which the County, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of Vendor, its employees, representatives, subcontractors, assignees, or agents. The duty to defend hereunder shall be triggered immediately upon the County receipt of a notice of claim, service of process or other demand or claim.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act or omission of an employee, representative, subcontractor, assignee or agent of Vendor either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of Vendor's negligence, fault, act or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this Article shall not be exclusive and are in addition to any other rights and remedies provide by law or this Agreement.

The defense and indemnification obligations provided herein shall survive the expiration or termination of this Agreement, whether occasioned by this Agreement's expiration or earlier termination.

ARTICLE 14. PROTECTION OF COUNTY PROPERTY

Vendor assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by the County, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Vendor, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Vendor as an expert consultant specialist or subcontractor hereunder.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

Vendor agrees to defend, indemnify and hold the County harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this Article.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 15. TERMINATION

The County may, by written notice to Vendor effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the County's convenience, (2) upon the failure of Vendor to comply with any of the terms or conditions of this Agreement, or (3) upon Vendor becoming insolvent.

Upon termination of this Agreement, Vendor shall comply with any and all County closeout procedures, including, but not limited to:

- A. Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to Vendor pursuant to this Agreement; and
- B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Vendor through or provided under this Agreement and carrying out any County directive concerning the disposition thereof.

In the event the County terminates this Agreement, in whole or in part, as provided in this Article, the County may procure upon such terms and in such manner as deemed appropriate, Work similar to those so terminated, and Vendor shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the County, any Work procured by the County to complete the Work herein will be charged to Vendor and/or set off against any sums due Vendor.

Notwithstanding any other provisions of this Agreement, Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of Vendor's breach of the Agreement or failure to perform in accordance with applicable standards. In the event of a breach by the Vendor, Vendor shall pay to the County all direct and consequential damages caused by

such breach, including, but not limited to, all sums expended by the County to procure a substitute vendor to satisfactorily complete the Work, together with the County's own costs incurred in procuring a substitute vendor. The County may withhold payments to Vendor for the purposes of set-off until such time as the exact amount of damages due to the County from Vendor is determined.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. GENERAL RELEASE

The acceptance by Vendor or its assignees of the final payment under this Agreement, whether by Vendor's claim form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the County from any and all claims of Vendor arising out of the performance of this Agreement.

ARTICLE 17. SET-OFF RIGHTS

The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to Vendor (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this Agreement, or (iii) from the County by operation of law. The County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the County for any reason whatsoever including, without limitation, real property tax delinquencies, hotel/motel tax delinquencies, sales tax delinquencies, fee delinquencies, fines, lawful charges, monetary penalties or interest relative thereto.

ARTICLE 18. NO ARBITRATION; JURISDICTION AND VENUE

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, shall not be submitted to arbitration unless specifically agreed thereto in writing by the County, but shall instead only be heard in the Supreme Court of the State of New York, with venue in Albany County, or if appropriate, in the Federal District Court with venue in the Northern District of New York, Albany Division.

ARTICLE 19. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. Vendor shall render all Work under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such Work are rendered.

ARTICLE 20. ACCEPTANCE OF SUBSTITUTED SERVICE

Vendor hereby consents and agrees to accept to substituted service of process via first class mail to the above referenced address of any summons, process or pleading pertaining to or arising from litigation concerning this Agreement in lieu of any other methods authorized by the New York Civil Practice Law and Rules. Service of process shall be deemed to be complete upon mailing same. This provision shall survive the termination of this agreement and shall not be construed requiring substituted service, should the County elect to commence litigation by other means provided for by law. The County does not waive personal service herein and will require service of process in conformity with CPLR§311(4).

ARTICLE 21. TAXES

The County is exempt from the payment of sales and compensating use taxes, manufacturer's excise taxes and all other taxes imposed by the State of New York and the Federal Government. Taxes shall not be included in any agreement or bid/proposal price. A Tax-Exempt Certificate will be executed upon Vendor's request.

ARTICLE 22. CURRENT OR FORMER COUNTY EMPLOYEES

Vendor represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other Agreement that said Vendor has or may have with the County without the express written permission of the County. This limitation covers the preceding two (2) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interest due to their position with the County.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. CERTIFICATION REGARDING LOBBYING; DEBARRMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS AND DRUG-FREE WORKPLACE REQUIREMENTS (When Federal Funding Used)

A. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the hereby Vendor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Vendor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, Vendor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Vendor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

B. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. Vendor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where Vendor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

C. Drug-Free Workplace (Vendors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. Vendor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Vendor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. Vendor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance program; and
 - iv. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a)
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:

i. Abide by the terms of the statement.

ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or

ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

D. Drug-Free Workplace (Vendors who are individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the Agreement, Vendor certifies that he, she, they, it will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Agreement; and

2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, Vendor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

In accordance with Article 15 of New York Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Vendor agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 25. WAGE AND HOUR 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 Vendor'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 supplemental Exhibits issued by the State Labor Department. Furthermore, Vendor and its subcontractors shall 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, Vendor 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 County of any County approved sums due and owing for the Work.

ARTICLE 26. CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

The Vendor hereby represents that it is in compliance with § 103-g entitled "Iranian Energy Sector Divestment," in that the Vendor has not:

1. Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

2. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 27. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH & NOTIFICATION ACT

Vendor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

ARTICLE 28. GRATUITIES AND KICKBACKS PROHIBITED

Vendor, for itself, its assignees, and successors in interest agree as follows:

1. **Gratuities.** It shall be unlawful for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
2. **Kickbacks.** It shall be unlawful for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE 29. TITLE VI – REQUIRED LANGUAGE

During the performance of this Agreement, Vendor, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** Vendor shall comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Non-discrimination:** Vendor, with regard to the Work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Vendor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Vendor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Vendor of the subcontractor's obligations under this Agreement, and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** Vendor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of Vendor is in the exclusive possession of another who fails or refuses to furnish the information, Vendor shall so certify to the County, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of Vendor's noncompliance with the Nondiscrimination provisions of this Agreement, the County will impose such sanctions as it or the County may determine to be appropriate, including, but not limited to: a. withholding payments to Vendor under the Agreement until Vendor complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** Vendor shall include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Vendor shall take action with respect to any subcontract or procurement as County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Vendor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Vendor may request the County to enter into any litigation to protect the interests of the County. In addition, Vendor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, Vendor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

ARTICLE 30. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedule A, which supersedes any other understandings or writings between or among the parties.

ARTICLE 31. MODIFICATION

No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of Work covered by this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such Work, and after amendment approval by the appropriate County authority, the parties mutually agree to an Amendment to this Agreement, which shall specifically set forth the scope of such extra or additional work and the amount of compensation and the extension of the time for performance, if any, for any such work.

ARTICLE 32. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Vendor.

ARTICLE 33. COOPERATION

Vendor shall cooperate with representatives, agents, and employees of the County and the County shall cooperate with representatives, agents, and employees of the Vendor to the end that the Work may proceed expeditiously and economically.

ARTICLE 34. NON-INTERUPTION OF WORK [Contractors only]

A Vendor who is a contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Vendor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 35. EXTRA SERVICES/GOODS

If the Vendor is of the opinion that any services/goods it has been directed to perform/provide is beyond the scope of this Agreement and constitutes extra services/goods, the Vendor shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such services/goods is in fact beyond the scope of this Agreement and whether or not it constitutes extra services/goods. In the event the County determines such services/goods does constitute extra services/goods, it may provide extra compensation to the Vendor on a negotiated basis pursuant to a properly executed amendment to this Agreement.

ARTICLE 36. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Vendor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Vendor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Vendor in default and/or seeking debarment or suspension of the Vendor.

ARTICLE 37. AUTHORITY

The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

ARTICLE 38. MISCELLANEOUS PROVISIONS

1. During the term of this Agreement, the Vendor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Vendor shall give the County thirty (30) days written notice in advance of such event.
2. The Vendor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.
3. If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.
4. The County shall bear no responsibility other than that set forth in this Agreement.
5. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid to the address stated in the first paragraph after the title of the Agreement, or, with the prior consent of the receiving party, dispatched via facsimile or email transmission.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.



Service Order

Customer: Albany County NY
Billing Address: 112 State Street
Albany, NY 12207
Account #: 9518654
Purchase Order:

Primary Contact: Dave Berkun
Email: david.berkun@albanycountyny.gov
Phone: (518) 447-7283
Mobile Phone:

Order Type: New Service
Business Case:
Term: 60 months
Existing MRC: \$0.00

Billing Contact: David Berkun
Email: david.berkun@albanycounty.com
Phone: 518-447-7283
Mobile Phone:

Opportunity ID: 117445
Order Date: 04/10/2025
Requested Service Date: 05/09/2025

Account Executive: Steven Schmitt
Email: sschmitt@firstlight.net
Phone: (518) 694-8715
Sales Engineer: Joseph Caruso

Technical Contact: John Lafountain
Email: john.lafountain@albanycountyny.gov
Phone:
Mobile Phone: 518 577 6333

SERVICE ADDRESS: 30 Clinton Avenue, Albany, NY 12207, US On Net, FLB000344									
	Group	Product	Product Code	QTY	Monthly Recurring Charge	Non-Recurring Charge	Rate	Total Monthly Recurring Charge	Total Non-Recurring Charge
Standard Voice									
	SIP Trunks	SIP Trunk (20+ Per concurrent talk path) - Unlimited (includes CallerID)	SIPT20ULD	24	\$20.00	\$0.00		\$480.00	\$0.00
Group Total:								\$480.00	\$0.00
Service Address Total:								\$480.00	\$0.00

				Service Order Total Monthly Recurring Charge: \$480.00		Service Order Total Non-Recurring Charge: \$0.00			
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NOTES	
Customer has requested 24 SIP Paths. Please coordinate with the customer for implementation.	
NYS Contract Terms and Conditions shall apply - NYS/OGS contract PS68696	

At Customer's option and expense, FirstLight is willing to provide at least one technical solution capable of supporting at least 8 hours of uninterrupted 911 services and install a customer owned battery backup unit. It's Customer's obligation to request a technical solution and further Customer acknowledges as reasonably necessary applicable Service Schedule(s).

THIS ORDER IS GOVERNED BY FIRSTLIGHT'S STANDARD TERMS AND CONDITIONS POSTED AT www.firstlight.net/terms-conditions. By signing this Order and initialing the applicable Service Schedules, Customer certifies that Customer has read and agrees to abide by FirstLight's standard terms and conditions and associated Service Schedules, and E911 acknowledgement. Customer acknowledges terms and conditions, and E911 services may change from time to time and that Customer's continued use of the service indicates acceptance of the terms and conditions and E911 acknowledgement. In the event that Customer and FirstLight or its affiliates* have an existing Master form of contract for the type of service ordered, that master form of contract shall supersede FirstLight's standard terms and conditions. Unless otherwise specifically identified, the prices included are exclusive of any taxes, surcharges, and other applicable fees which, whether specified or not, may be revised at any time. Taxes, surcharges, and other fees may include but are not limited to federal, state, and local taxes, surcharges and fees, Universal Service Fund charges and network surcharges. The list of current rates and charges can be found at www.firstlight.net. You have the right to opt-out if you do not want your CPNI data used by FirstLight for marketing purposes. Visit www.firstlight.net/CPNI to learn more or to inform FirstLight of your desire to opt-out. * Affiliates including, but not limited to: Oxford Networks, BayRing Communications, Sovernet, ION, Finger Lakes Technologies Group, 186 Communications, Maine Fiber Company, Inc., FirstLight Construction, LLC, TruePath Technologies, PrimeLink and Best Web. FirstLight may also utilize the assets in Pennsylvania acquired from the Keystone Initiative for Network Based Education and Research. ("KINBER").

The execution and delivery of this Service Order and all Customer obligations contemplated herein, have been duly and validly authorized by all necessary action on the part of such Customer. This Service Order has been duly executed and delivered by such authorized representative of Customer and, assuming due authorization, execution, and delivery by FirstLight, this Service Order constitutes the valid and binding obligations of FirstLight and Customer, enforceable against each FirstLight and Customer in accordance with its terms.

Security Incidents. Subject to FirstLight's obligation under Applicable Laws, in the event FirstLight knows or reasonably believes that there has been unauthorized access to Personal Information in the possession or control of FirstLight that compromises the security, confidentiality or integrity of such Personal Information, FirstLight shall (1) promptly notify Customer of such unauthorized access; and (2) use good faith efforts to cooperate with Customer as reasonable necessary to facility compliance with any Applicable Laws regarding access of Personal Information. FIRSTLIGHT SHALL HAVE NO LIABILITY FOR UNAUTHORIZED ACCESS TO OR UNAUTHORIZED ACQUISITION OF PERSONAL INFORMATION, IF CUSTOMER HAS FAILED TO ENCRYPT THE PERSONAL INFORMATION, WHETHER AT REST OR IN TRANSIT.

CUSTOMER AGREEMENT: By signing below, the signatory represents and warrants authority to execute this Service Order on behalf of Customer and Customer's acceptance of this Service Order as a legally binding contract.

Albany County NY

Signature: _____
Title: _____
Date: _____

FirstLight Fiber, Inc

Signature: _____
Title: _____
Date: _____

Service Schedule A - FirstLight Voice Services

1. Applicability. This Service Schedule is applicable only where Customer orders and FirstLight accepts a Service Order for, or has already installed, FirstLight Voice Service.

2. Service Description. FirstLight Voice Service is a circuit provided to transmit speech, facsimile, or modem traffic between specified locations.

3. Service Levels.

- A. **Installation Service Level.** FirstLight will exercise commercially reasonable efforts to install any FirstLight Voice Services on or before the Customer Commit Date specified for the particular FirstLight Voice Service. This Installation Service level may be affected by Service Orders that contain incorrect information supplied by Customer or Service Orders that are altered at Customer's request after submission and acceptance by FirstLight.
- B. **Availability Service Level for FirstLight Voice Services.** The access circuit availability Service Level for FirstLight Voice Service delivered over geo-diverse and redundant access loops is 99.9%, and non-redundant access loops is 99.5%. In the event that any FirstLight redundant Voice Service becomes unavailable as a result of FirstLight's fault, errors or omissions, and for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the monthly recurring charges as designated in the redundant credit schedule below. In the event that any FirstLight Non-Redundant Voice Service becomes unavailable as a result of FirstLight for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the monthly recurring charges as designated in the non-redundant credit schedule below. In no event shall the total amount of credits issued to Customer per month exceed the monthly recurring charges invoiced to Customer for the affected Service for that month.

C. **For any Redundant FirstLight Voice Service:**

Cumulative Unavailability
(in hrs:mins:secs)

Service Level Credit

00:00:01– 00:45:00 5%
00:45:01– 04:00:00 10%
04:00:01 – 08:00:00 20%
08:00:01 –12:00:00 30%
12:00:01 –16:00:00 40%
16:00:01 – 24:00:00 50%
24:00:01 or greater 100%

For any Non-Redundant FirstLight Voice Service:

Cumulative Unavailability
(in hrs:mins:secs)

Service Level Credit

00:00:01– 00:45:00 No Credit
00:45:01– 04:00:00 5%
04:00:01 – 08:00:00 10%
08:00:01 –12:00:00 25%
12:00:01 – 24:00:00 40%
24:00:01 or greater 50%4. General.

- A. Customer hereby acknowledges that it has the legal authority to authorize, and warrant that it is free of any third-party obligation preventing it from authorizing, and hereby does authorize, FirstLight, and/or its subsidiaries and/or authorized agents to act as its agent for the purpose of taking any and all actions required (including the removal of any account protection / freezes) to implement the local, intraLATA, intrastate, interstate, international long distance, and/or other services requested by the Customer and described herein for all its physical service and billing locations as noted on the Service Order, including changing its long distance carrier(s) and/or its local exchange carrier(s) to FirstLight from the current carrier(s).
- B. Customer authorizes FirstLight to use its Customer Proprietary Network Information "CPNI" to review its account information, assess current services, and to assist in making modifications to its account now and as requested by the Customer, throughout the duration of this agreement with FirstLight.
- C. Customer authorizes FirstLight to notify all appropriate parties, including its current local and/or long distance telephone company(s), of this choice, and to make the necessary changes for its current and future services subject to Customer consent, without further written permission.
- D. Customer directs, as applicable, its chosen intraLATA and/or intrastate/interstate/international long distance company(s), if not FirstLight, to comply with FirstLight's current applicable access tariff(s), or release the Customer from any unfulfilled contractual obligations for service. FirstLight may obtain any applicable records from Customer's local, intraLATA long distance, and/or intrastate/interstate/international long distance phone company(s) necessary to provide these services.
- E. All statements made herein are true and accurate to the best of the knowledge of the Customer.
- F. Customer authorizes FirstLight and/or its authorized agents to make inquiries necessary for the purpose of obtaining credit information for the contracted services. Customer hereby indemnifies FirstLight, its employees, assigns, and agents, from any liability resulting from such credit inquiry, CPNI or Customer privacy issue, or liability to any third-party for pre-existing obligations which Customer may have regarding its local, intraLATA, intrastate, interstate, international long distance services.

5. Specified Term and Pricing. FirstLight shall provide the Service Term and pricing for all Services available in a Service Order as required. All Service Orders shall be signed by both parties prior to provisioning. Taxes are billed at local, State and Federal Rates. For more information, please visit our website www.FirstLight.net.

6. Emergency Calling

- A. Pursuant to the Federal Communications Commission's VoIP E911 Order (WC Docket Nos. 04-36 and 05-196, FCC 05-116, released June 3, 2005), paragraphs 48-49, and Section 9.5(e) of the FCC's rules, all interconnected VoIP providers are required to "advise every subscriber, both new and existing, prominently and in plain language, the circumstances under which E911 Service may not be available through the interconnected VoIP service or may be in some way limited by comparison to traditional E911 service."
- B. Because FirstLight is providing VoIP services to you, FirstLight is obligated to make certain disclosures to you regarding the 911 services, and to obtain and retain your acknowledgement of having received and understood these disclosures.
- C. By signing this agreement, you acknowledge that you have received this disclosure and that you understand the limits of the 911 capabilities offered by FirstLight's VoIP services.
- D. "911-type Services" means functionality that allows end-users to contact emergency services, including, without limitation, police, fire, and hospital medical services.
- E. 911-type services may include Enhanced 911-type Service ("E911"), which has the ability to selectively route an emergency call to primary 911 providers so that it reaches the correct emergency service located closest to the subscriber location and to transmit the identification of the subscriber location and telephone number (subject to the obligations to provide and maintain the subscriber location information).
- F. Enhanced 911-type Service is not immediately available in all areas and is subject to the capabilities of the local PSAP.

7. FirstLight Emergency Calling Policy

- A. VoIP Service currently supports 911-type Services utilizing the 911 infrastructure to complete calls to an emergency service dispatcher, in those rate centers where such service is available and you have chosen to activate it.
- B. You acknowledge and understand that 911-type dialing is NOT automatic, that you must take affirmative steps to effectuate such 911-type Services for each of your end-users and that such 911-type Services are different in a number of important ways from traditional 911 service as set forth below. You acknowledge and understand that subject to the limitations set forth below, every End User must provide an end-user location for each telephone number (in the form of a valid street address) and you are responsible for correctly and timely maintaining and updating such location information in the manner prescribed by FirstLight Fiber, Inc.
- C. You acknowledge and understand that 911-type Services will not be available in the event of the assignment of a telephone number to a location outside of the geographic rate center associated with such telephone number; or the

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relocation of the calling device to which a telephone number has been assigned to a location away from the registered end user location associated with such telephone number; or you fail to maintain and/or update end-user location information as required to enable that information to be registered in the local telephone company's automatic location information database. E-911 services are not available on Soft Phones, Local Inbound numbers, or Virtual numbers.

- D. You acknowledge and understand that 911-type Services will not be available in the event of an outage, degradation or other disruption of electric power at your location.
 - E. You acknowledge and understand that battery backup is not provided by FirstLight on voice or VOIP services. It is recommended that you supply and maintain your own battery backup or generator power to prevent loss of service during a power outage.
 - F. You acknowledge and understand at Customers option and expense, FirstLight is willing to provide at least one technical solution capable of supporting at least 8 hours of uninterrupted 911 services and install a customer owned battery backup unit. Customers purchasing battery backup units should note that batteries deteriorate over time, which will affect the duration of battery life. It's recommended that customers restock and replace batteries on a regular basis.
 - G. You acknowledge and understand that 911-type Services will not be available in the event of an outage, degradation or other disruption of your broadband Internet connection.
 - H. You acknowledge and understand that 911-type Services will not be available in the event of a suspension of your account as a result of nonpayment or other breaches by you.
 - I. FirstLight's calling services do not support 911-type Services in rate centers where these services are not available or if it is available and you have not chosen to activate it.
 - J. You acknowledge and understand that: a call placed to 911 using FirstLight Fiber, Inc. in these areas or if you have chosen not to activate it will attempt to complete, but it will not utilize the 911 infrastructure to selectively route calls to the primary 911 provider; the 911 call may or may not complete and if it does complete, it may complete to a 911 dispatcher or to a general or administrative line; and such administrator may or may not be specifically designated to receive the incoming 911 call and there may be a greater possibility that the general or administration line may produce a busy signal or will take longer to answer or not be answered at all; the 911 call may be completed to a 911 dispatcher (or to a general or administrative line) in a different geographic location than the caller's location; the caller's location information will not be displayed; and the callback number may or may not be displayed.
 - K. The caller needs to communicate their location and phone number to the individual answering the call. You acknowledge and understand all of the limitations and obligations set forth above for VoIP Service shall apply in the event such 911 calls are attempted in rate centers where 911-type service is not offered.
8. **Toll Fraud.** In the event that either: A) Customer installs its own terminal communications equipment, such as a PBX, on its premises or B) subscribes to a cloud based and/or a managed telephony solution, such as Cisco Webex Calling or FirstLight Cloud Communications, which may access FirstLight's toll services, it is expressly agreed and understood that the security of, and fraud controls within, such terminal equipment/services, are the sole responsibility of Customer. It is expressly understood that such terminal equipment/services may have the capability to allow calls to be originated from remote locations, routed through such equipment, and connected to FirstLight's toll service, in the same manner as a call originated from Customer's premises. Any arrangement, commonly known in the industry as "remote calling or remote PBX access," could create opportunities for outside third persons to have toll calls appear to originate on and be charged as originating from such terminal equipment. The obligation to provide appropriate security to protect against unauthorized calls rests solely with Customer. Customer shall be solely liable for all costs, charges, lost Service charges or other lost charges incurred by FirstLight and attributable to such events.

Addendum

Albany County Technology Procurement – Contractor Administrative Terms & Conditions

1. Secure System Development Lifecycle and Specifications

Unless otherwise agreed to by the Authorized User (AU), "Albany County," in writing, the contractor's current version of the solution must function as specified in the associated Request for Proposal, Contract, or other agreement in an environment comprised solely of components including, but not limited to operating system and database platform versions which are in an active support phase (e.g., no requirement to run on End of Life software, such as Windows 7, etc.).

Unless otherwise agreed to by the Authorized User in writing, the Contractor shall represent the below practices by providing the documentation of Contractor's adherence to the below policies available in a public website or secure portal that shall be provided to Authorized Users upon request.

- a) Secure System Development Lifecycle
 - i) Policies that govern software development practices commensurate with the risk of the intended use of each software component:
 - (1) Such policies shall define documented security roles for the software development team
 - (2) On no less than an annual basis, the contractor shall conduct a comprehensive review of software development policies and make changes where indicated to adequately address new or changed risk
 - ii) At least annually, the contractor shall provide training in secure software development practices to its developer workforce.
 - (1) Such training shall be focused on the technologies in use within the software development environment
 - (2) Such training shall include a review of the contractor's chosen secure coding framework (see "Vulnerability Management" section) and related policies, procedures and standards
 - (3) Such training shall include a review of the security-related roles and responsibilities conferred on development personnel by organizational policy
 - iii) The contractor shall, to the extent legally permissible, conduct criminal background checks, credit checks and reference checks for all personnel engaged in the software development process, and establish a set of criteria for when management must be engaged regarding the results of such checks.
 - iv) The contractor shall deliver remote and /or on premises support only with approval of AU and with the option for AU to supervise / observe the support activity
 - v) At no time during remote and /or on premises support, or any other time, shall contractor transfer AU's data from AU's on premise installation to a remote location without the express written permission of the AU
 - vi) The contractor shall 1) utilize uniquely assigned credentials for each of its workforce members to be used in supporting the AU's solution and 2) revoke those credentials within 24 hours of the departure of a contractor's workforce member who had knowledge of credentials used to support the AU's solution or notify the AU within 24 hours if the credentials used exist on an AU on-premise system. Credential management must be in accordance with NIST 800-63-3, Digital Identity, or its successor.

- vii) Upon request and with reasonable notice, the contractor shall provide the AU with a list of its workforce members with knowledge of credentials used to access the AU's solution.
- b) Vulnerability Management
 - i) The contractor shall make commercially reasonable efforts to ensure that components including but not limited to third party libraries, components and APIs are maintained at their most recent, stable version within the released application made available to the AU.
 - ii) The contractor shall follow a secure coding framework appropriate to the nature of its software components. For example, web application development teams may follow the Open Web Application Security Project's Secure Coding Practices
 - iii) The contractor shall document and execute a remediation plan for any vulnerability identified through dynamic or static analysis, vulnerability scans or penetration tests, where the vulnerability has a CVSS severity of 7.0 or higher
 - iv) The contractor shall establish processes for monitoring and acting upon vulnerability notices published regarding components of the software development environment as well as components used in the solution provided to the AU
 - v) The contractor shall maintain publicly available mechanisms for receiving reports of vulnerabilities identified by its customers, security researchers and similar entities.
- c) Application Lifecycle Management
 - i) The contractor shall ensure that any open source licenses which apply to components used in the solution confer no obligations upon the AU, or that in the event of such obligation, the AU is aware of and agrees to same.
 - ii) All applications released by contractor to the AU shall be signed by a publicly trusted code signing certificate so that the AU may verify the authenticity and integrity of the release. This code signing certificate shall be rotated on at least an annual basis.
 - iii) The contractor shall ensure that all implementation services and / or guides comprehensively address security hardening for the solution. Such hardening shall include, but not be limited to, the disabling of unnecessary features based on the Scope of Work and the implementation of a "least privilege" access model for all users and service accounts.
 - iv) The contractor shall implement processes to ensure that all changes to the solution:
 - (1) Are made at the direction of its product managers or equivalent role
 - (2) Are documented in a work management / issue tracking application
 - (3) Maintain evidence of security checks and approvals
 - (4) Include documented functional requirements and non-functional security requirements
 - (5) Include a plan for notifying customers, including the AU, of any substantive changes upon release
 - v) The contractor shall provide ample notice, and in no case less than six months, should the solution version used by the AU reach End of Life, such that it will no longer receive security updates to address vulnerabilities.
- d) Specifications

During the term of the Contract, the Authorized User may request Product specifications for particular items that have been included by the Contractor on its approved price list for the Contract. These specifications will be provided by the Contractor at no cost.

2. Instruction Manuals and Associated Documentation

Product shall be furnished, at no extra charge, with one complete set of standard operator instruction manuals and Documentation (hard copy, CD/DVD, or web link) as would normally accompany such Product. Contractor shall also ensure that the part numbers and net prices associated with the documentation are available to the Authorized User and included on its approved price list for this Contract should an Authorized User need to purchase additional sets of technical manuals. Where Documentation is provided in electronic format, an Authorized User shall be entitled to make copies to the extent necessary to fully enjoy the rights granted under this Contract provided that the Authorized User reproduces the copyright notice and any other legend of ownership on any copies made.

3. Security

a) Security Incidents

The Authorized User and the Contractor must, in writing, determine a Security Incident notification policy prior to the finalization of the Authorized User Agreement. If no such agreement is in place, then the default agreement shall be notification of all Security Incidents that may have a direct impact on the AU by phone immediately upon detection to the Authorized User representative.

All AU notifications will be followed with a notification to the Albany County Chief Information Officer.

If requested in the Authorized User agreement and agreed to by the Contractor, a written preliminary incident analysis report must be provided to AU within 72 hours of discovery. Contractor representative must be available by phone and email for discussions with the Albany County Chief Information Officer and AU representative throughout incident response activity and must provide status updates at mutually agreed upon cadences. A written final incident analysis report, including a detailed technical section including root cause of incident, timeline, scope, impact and corrective actions taken must be delivered to AU at the conclusion of incident response.

b) Data Breach – Required Contractor Actions

Unless otherwise provided by law, in the event of a Data Breach, the Contractor shall:

- i) notify the Albany County Chief Information Officer and any potentially affected Authorized User's representative, by telephone as soon as possible from the time the Contractor confirms Data Breach. An Authorized User may specify a maximum notification time in their RFQ or RFP.;
- ii) consult with and receive authorization from the Authorized User as to the content of any notice to affected parties prior to notifying any affected parties to whom notice of the Data Breach is required, either by statute or by the Authorized User;

- iii) coordinate all communication regarding the Data Breach with the Albany County Chief Information Officer and Authorized User (including possible communications with third parties);
- iv) cooperate with the Authorized User, Albany County Chief Information Officer, Albany County Division of Information Services and any Contractor working on behalf of the Authorized User or Albany County in attempting (a) to determine the scope and cause of the breach; and (b) to prevent the future recurrence of such security breaches; and
- v) promptly take commercially reasonable steps to mitigate the effects and minimize any damage resulting from the Security Event. Contractor shall provide Written notice to the Authorized User as to all such corrective actions taken by the Contractor to remedy the Data Breach. Unless otherwise agreed to in the Authorized User Agreement, if Contractor is unable to complete the corrective action within the required timeframe, the Authorized User may contract with a third party to provide the required services until corrective actions and services resume in a manner acceptable to the Authorized User, or until the Authorized User has completed a new procurement for a replacement service system; (ii) and the Contractor will be responsible for the reasonable cost of these services during this period.

Nothing herein shall in any way (a) impair the authority of the Office of the Attorney General or other investigative or law enforcement entity to bring an action against Contractor to enforce the provisions of the New York State Information Security Breach Notification Act (ISBNA) or (b) limit Contractor's liability for any violations of the ISBNA or any other applicable statutes, rules or regulations.

c) Location of Data; CONUS or OCONUS

- i) The RFQ or RFP must specify if the AU will allow Data to be located outside of the Continental United States (OCONUS).
- ii) Unless otherwise authorized in the RFQ and agreed to in the Authorized User Agreement, when the Contractor is responsible for managing the Data, the Contractor shall meet the following requirements:
 - a. All Data shall remain in the Continental United States (CONUS).
 - b. Any Data stored, or acted upon, shall be solely located in Data Centers within CONUS.
 - c. Any services which directly or indirectly access Data shall be performed only from locations within CONUS.
 - d. All Data in transit shall remain in CONUS and shall be encrypted in accordance with generally accepted standards.
 - e. All helpdesk, online and support services which may access Data shall be performed only from locations within CONUS.
 - f. No Follow the Sun support shall be allowed to access Data directly or indirectly from locations outside CONUS.
- iii) Unless otherwise authorized in the RFQ or RFP and agreed to in the Authorized User Agreement, when the Authorized User is responsible for managing the Data, the Contractor

shall provide the Authorized User with the capability and the means or tools to meet the following requirements:

- a. All Data shall remain in the Continental United States (CONUS).
 - b. Any Data stored, or acted upon, shall be solely located in Data Centers within CONUS.
 - c. Any services which directly or indirectly access Data shall be performed only from locations within CONUS.
 - d. All Data in transit shall remain in CONUS and shall be encrypted in accordance with generally accepted standards.
 - e. All helpdesk, online and support services which may access Data shall be performed only from locations within CONUS.
 - f. No Follow the Sun support shall be allowed to access Data directly or indirectly from locations outside CONUS.
- iv) Unless otherwise authorized in the RFQ or RFP and agreed to in the Authorized User Agreement, Contractor may not store, act upon, or access Data outside of the Continental United States (OCONUS) and may not perform support services that may access Data from OCONUS.

Authorized Users must receive prior written approval from the Albany County Chief Information Officer, before authorizing Data to be stored, acted upon, or accessed OCONUS, and before authorizing support services to be performed from OCONUS.

- v) Notwithstanding the foregoing, all services must be performed within CONUS and may not be authorized to be performed from OCONUS.

d) Security Reports

Contractor must log in accordance with NIST 800-92, or its successor. Upon request, the Contractor must provide the Authorized User with security logs and reports (such as SOC2 Type 2, CAIQ, and ISO27001) to allow the Authorized User to make an informed decision about the Contractor's security controls and their effectiveness.

Contractor shall cooperate with all reasonable Authorized User requests for a written description of Contractor's physical/virtual security and/or internal control processes. The Authorized User shall have the right to reject any Contractor's RFQ or RFP response or terminate an Authorized User Agreement when such a request has been denied.

e) Support Services

All helpdesk, online, and support services which access any Data must be performed from within CONUS, unless expressly authorized by the Authorized User in writing. Unless such authorization is granted, at no time will any Follow the Sun support be allowed to access Data directly, or indirectly, from outside CONUS. If an Authorized User agrees to OCONUS services that access Data, then the Authorized User must be provided any information requested such as security

reports (e.g. SOC2 Type 2, CAIQ and ISO27001) to allow the Authorized User to make an informed decision about the security of the Data in that location.

f) Infrastructure Support Services

Infrastructure support services that do not directly or indirectly access Data may be provided in a Follow the Sun format, if expressly outlined within the Authorized User Agreement.

g) Requests for Data By Third Parties

Unless prohibited by law, Contractor shall notify the Authorized User in writing within 24 hours of any request for Data (including requestor, nature of Data requested and timeframe of response) by a person or entity other than the Authorized User, and the Contractor shall secure Written acknowledgement of such notification from the Authorized User before responding to the request for Data.

Unless compelled by law, the Contractor shall not release Data without the Authorized User's prior written approval.

h) Security Policies

Contractor must maintain records documenting adherence to the following security policies and must provide such records to an Authorized User, or to the Albany County Chief Information Officer or Division of Information Services, upon request, through a public website or secure portal.

Policies that govern software development practices commensurate with the risk of the intended use of each software application

- Such policies shall define documented security roles for the software development team
- On no less than an annual basis, the contractor shall conduct a comprehensive review of software development policies and make changes where indicated to adequately address new or changed risk

The contractor shall deliver remote and /or on premises support only with approval of AU and with the option for AU to supervise / observe the support activity

At no time during remote and /or on premises support, or any other time, shall contractor transfer AU's data from AU's on premise installation of the software application to a remote location without the express written permission of the AU

The contractor shall 1) utilize uniquely assigned credentials for each of its workforce members to be used in supporting the AU's software application or 2) notify the AU within 24 hours of the departure of a contractor's workforce member who had knowledge of credentials used to support the AU's software application.

Upon request and with reasonable notice, the contractor shall provide the AU with a list of its workforce members with knowledge of credentials used to access the AU's software application

The contractor shall make commercially reasonable efforts to ensure that components including but not limited to third party libraries, components and APIs are maintained at their most recent, stable version within the released application made available to the AU.

The contractor shall follow a secure coding framework appropriate to the nature of its software application. For example, web application development teams may follow the Open Web Application Security Project's Secure Coding Practices

The contractor shall document and execute a remediation plan for any vulnerability identified through dynamic or static analysis, vulnerability scans or penetration tests, where the vulnerability has a CVSS severity of 4.0 or higher

The contractor shall establish processes for monitoring and acting upon vulnerability notices published regarding components of the software development environment as well as components used in the software application provided to the AU

The contractor shall maintain publicly available mechanisms for receiving reports of vulnerabilities identified by its customers, security researchers and similar entities.

The contractor shall ensure that any open source licenses which apply to components used in the software application confer no obligations upon the AU, or that in the event of such obligation, the AU is aware of and agrees to same.

All applications released by contractor to the AU shall be signed by a publicly trusted code signing certificate so that the AU may verify the authenticity and integrity of the release. This code signing certificate shall be rotated on at least an annual basis.

The contractor shall ensure that all implementation guides and training comprehensively address security hardening for the application. Such hardening shall include, but not be limited to, the disabling of unnecessary features based on the Scope of Work and the implementation of a "least privilege" access model for all users and service accounts.

The contractor shall implement processes to ensure that all changes to the software application:

- Are made at the direction of its product managers or equivalent role
- Are documented in a work management / issue tracking application
- Maintain evidence of security checks and approvals
- Include documented functional requirements and non-functional security requirements
- Include a plan for notifying customers, including the AU, of any substantive changes upon release

In no case shall the contractor knowingly release to the AU an application which contains a vulnerability with a CVSS severity of 7.0 or higher, without the direct written permission of the AU.

i) Secure Data Disposal

After 60 calendar days from expiration or termination of an Authorized User Agreement, or at a time mutually agreed upon by the Authorized User and the Contractor, the Contractor shall destroy Data in all of its forms, including all back-ups. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) 800-88, or its successor, as designated by the Authorized User, as applicable. If requested by the Authorized User, certificates of destruction, in a form acceptable to the Authorized User, shall be provided by the Contractor to the Authorized User.

j) Authentication Tokens

If included in an RFQ or RFP, the Authorized User Agreement may require authentication tokens for all systems in accordance with NIST 800-63B Authentication and Lifecycle Management, or its successor.



DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
DIVISION OF INFORMATION SERVICES
112 STATE STREET, ROOM 500
ALBANY, NEW YORK 12207
PHONE: (518) 447-7200 FAX: (518) 447-3000
www.albanycountyny.gov

PATRICK ALDERSON
CHIEF INFORMATION OFFICER

DAVID S. BERKUN
DEPUTY CHIEF INFORMATION OFFICER

5/15/2025

Hon. Daniel P. McCoy
Albany County Executive
112 State Street, Room 1200
Albany, New York 12207

Hon. Bruce A. Hidley
Albany County Clerk
16 Eagle Street, Room 128
Albany, New York 12207

Hon. Joanne Cunningham, Chair
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear County Executive McCoy, Clerk Hidley, and Chairwoman Cunningham:

The Division of Information Services requests authorization to enter into a contract with First Light Fiber for the provision of two strands of dark fiber between 996 Madison Ave, Albany, NY, at the site formerly known as the Hearst Building at St Rose College, and 112 State Street, Albany, NY, where Albany County's data center is located. This project would create a private network between the sites, and provide the basis for a connectivity hub for all Albany County sites located south of Madison Avenue at the former St Rose College campus. Dark fiber is important in network connectivity because it offers Albany County maximum control, flexibility, and scalability for building a high-capacity network, allowing tailored bandwidth, security, and network performance. This project is for 60 months of service, between 8/2025 and 7/2030, and installation, for an amount not to exceed \$33,980. Services are being purchased off NYS OGS contract. Thank you in advance for your consideration of this request, and should you have any questions, please don't hesitate to reach out.

Sincerely,

Patrick Alderson

Patrick Alderson
Chief Information Officer

cc: Hon. Dennis A. Feeney, Majority Leader
Hon. Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel

ALBANY COUNTY - VENDOR AGREEMENT

Contract No. 2025-0415

THIS AGREEMENT (this "Agreement") is made by and between COUNTY OF ALBANY, a municipal corporation by and of the State of New York, with a principal office located at the Harold L. Joyce Albany County Office Building, 112 State Street Albany, NY 12207 (the "County"), and FIRST LIGHT FIBER, having an address at 41 State Street Albany, NY 12207 (the "Vendor"). The County and Vendor may at times herein be referred to individually as a "party" or collectively as the "parties."

WHEREAS, the County requires performance of services and/or goods in connection with Two strands of dark fiber between 996 Madison Ave, Albany, NY, at the site formerly known as the Hearst Building at St Rose College, and 112 State Street, Albany, NY, where Albany County's data center is located, for the purpose of creating a private network between the sites.; and

WHEREAS, the Vendor agrees to provide such services and/or goods for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the mutual promises, terms and obligations hereinafter made, as well as other good and valuable consideration, the County and Vendor mutually agree and obligate themselves as follows:

ARTICLE 1. SCOPE OF WORK

Vendor agrees to perform the services and/or provide goods (the "Work") identified in Schedule A, which is attached hereto and made a part of this Agreement. Notwithstanding anything to the contrary, if any of the terms and provisions of this Agreement conflict with or differ from any of the terms and provisions of Schedule A, the terms and provisions of this Agreement shall control. Vendor agrees to perform/provide the Work in accordance with the terms and conditions of this Agreement. It is specifically agreed to by Vendor that the County will not compensate Vendor for any Work not within the scope of this Agreement, without proper prior written approval and amendment authorization.

ARTICLE 2. TERM OF AGREEMENT

Vendor agrees to perform the Work beginning August 1, 2025 and ending July 31, 2030 .

ARTICLE 3. COMPENSATION

For satisfactory performance of the Work, or as such Work may be modified by mutual written agreement, the County agrees to compensate Vendor, and Vendor agrees to accept, an amount not to exceed 33980 . The parties agree that this dollar amount includes all expenses incurred providing the Work and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance. The Vendor shall submit to the County an Albany County Claim form, for Work provided during the prior month, or as otherwise set forth in Schedule A, and prepared in such form and supported by such documentation as the County may reasonably require.

The County will audit and pay the proper amounts due Vendor within sixty (60) days after receipt by the County of said claim form, and, if objectionable, will notify Vendor in writing of the County's reasons for objecting to all or any portion of the claim form submitted by Vendor. Costs in excess of this Agreement's not-to-exceed amount if any, may not be incurred without prior written approval and amendment authorization by the proper County authority.

ARTICLE 4. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Vendor of such occurrence, and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted. The County shall have no other liability under this Agreement to Vendor or to anyone else.

ARTICLE 5. PROCUREMENT OF AGREEMENT

Vendor represents and warrants that no person or agency has been employed or retained by Vendor to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Vendor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Vendor makes such representations and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse

payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

Vendor represents and warrants that neither it nor any of its directors, officers, members, partners, or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Work herein provided. Vendor further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership, limited liability company or association in which such official, officer or employee is, directly or indirectly interested, shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person (1) if required by the Albany County Ethics Law as amended from time to time, to submit a Disclosure Form to the Albany County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a Disclosure Form said person must either voluntarily complete and submit said Disclosure Form disclosing their interest in this Agreement or seek a formal opinion from the Albany County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment to or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

Vendor and each person signing on behalf of Vendor represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

- A. The prices in this Agreement have been arrived at independently by Vendor without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;
- B. Unless otherwise required by law the prices which have been quoted in this Agreement and on the proposal or quote submitted by Vendor have not been knowingly disclosed by Vendor prior to the communication of such quote to the County or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and
- C. No attempt has been made or will be made by Vendor to induce any other person, partnership, corporation, or entity to submit or not to submit a bid, proposal or quote for the purpose of restricting competition.

The fact that Vendor (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid, proposed or quoted, does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In providing the Work and incurring expenses under this Agreement, Vendor shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the County. As an independent contractor, Vendor shall be solely responsible for determining the means and methods of performing the Work and shall have complete charge and responsibility for Vendor's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Vendor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee New York State Retirement System membership or credit. Further, Vendor, by virtue of his/her independent contractor status, shall under no circumstance constitute an employee of the County for purposes of the Affordable Care Act, shall not be entitled to any subsidy or credit in connection with this Agreement, and agrees if the County were to be assessed a penalty related to this Agreement that Vendor will defend and indemnify the County for any said penalty or related penalty.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

Pursuant to General Municipal Law §109, Vendor shall not assign any of its rights, interests or obligations under this Agreement, or subcontract any of the Work to be performed by it under this Agreement, without the prior express written consent of the County. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any Work provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the County shall be subject to all of the terms and conditions of this Agreement. All Work performed by a subcontractor shall be deemed to be work performed by the Vendor and the Vendor shall be fully liable directly to the County for any losses, damages, claims, attorneys' fees

and costs arising from the activities of its subcontractor(s).

Failure of Vendor to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the County and if so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to Vendor, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the County except so much thereof as may be necessary to pay Vendor's employees for Work completed.

The provisions of this Article shall not hinder, prevent, or affect any assignment by Vendor for the benefit of its creditors made pursuant to the Laws of the State of New York.

This Agreement may be assigned by the County to any corporation, agency, municipality, or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

Vendor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the Work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

Vendor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

Vendor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, and authorized State and/or Federal personnel during such period.

All original records compiled by the Vendor in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all similar recorded data, shall become and remain the property of the County. The Vendor may retain copies of such records for its own use.

ARTICLE 11. AUDIT BY THE COUNTY AND OTHERS

All claim forms presented for payment and the books, records, and accounts upon which said claim forms are based are subject to audit by the County. Vendor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County so that it may evaluate the reasonableness of the charges, and Vendor shall make its records available to the County upon request.

All books, claim forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review, and audit by the County, the State of New York, the federal government, and/or other persons duly authorized by the County. Such audits may include examination and review of the source and application of all funds whether from the County and State, the federal government, private sources or otherwise. Vendor shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

This Article shall remain in effect for a period of six (6) years following expiration or earlier termination.

ARTICLE 12. INSURANCE AND STATUTORY COMPLIANCE

In acceptance of this Agreement, Vendor covenants and certifies that it shall comply, in all respects, with all applicable federal, state and local laws, rules and regulations. This shall include, but not be limited to, Workers' Compensation and Employers Liability Insurance, hours of employment, wages and Human Rights, and the provisions of General Municipal Law §§103(a) and 103(b) and State Finance Law §§139-A and 139-B.

Pursuant to New York State Finance Law § 139-L, Vendor, by signing this Agreement, further certifies that it: (i) has implemented a written policy addressing sexual harassment prevention in the workplace, and (ii) provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the Labor Law.

Pursuant to General Municipal Law §108, the parties hereto agree that this Agreement **SHALL BE VOID** and of no effect unless Vendor shall secure Workers' Compensation for the benefit of, and keep insured during the life of this Agreement, such employees, in compliance and as may be necessary with the provisions of the Workers' Compensation Law.

For all of the Work set forth herein and as hereinafter amended, Vendor shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of the Work to be performed. Except for Workers' Compensation and professional liability, the County shall be named as primary/non-contributory additionally insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Vendor and not those of the County. Notwithstanding anything to the contrary in this Agreement, Vendor

irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 12. The provisions of insurance by Vendor shall not in any way limit Vendor's liability under this Agreement.

INSURANCE REQUIREMENTS

I. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, Vendor hereby agrees to effectuate the naming of the County of Albany as certificate holder and primary/non-contributory additional insured on the required insurance policy(ies), with the exception of workers' compensation. If Vendor is self-insured, evidence of its status as a self-insured entity shall be provided to the Albany County Purchasing Department. If requested, Vendor must describe its financial condition and the self-insured funding mechanism(s).

II. The policy(ies) naming the County of Albany as certificate holder and primary/non-contributory additional insured shall, without exception:

- Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer.
- Contain a 30-day notice of cancellation.
- State that the insurer's coverage shall be primary coverage for the County of Albany, its officers, and employees.
- The County of Albany shall be listed as certificate holder and primary/non-contributory additional insured by using endorsement CG 2010 10 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

III. Vendor agrees to indemnify the County for any applicable deductibles.

IV. Required Insurance (unless otherwise provided in RFB/RFP):

- **Commercial General Liability Insurance**

\$1,000,000 per occurrence/ \$2,000,000 aggregate. General Aggregate to apply on a per project basis.

- **Automobile Liability**

\$1,000,000 CSL for owned, hired and borrowed and non-owned motor vehicles.

- **Excess/Umbrella Insurance**

\$1,000,000; \$3,000,000; \$5,000,000 each Occurrence and Aggregate (depending on the type and size of the project).

- **Workers' Compensation and N.Y.S. Disability**

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.

- **Owners/Contractors Protective Insurance** (Required for large construction projects.)

\$1,000,000 per occurrence/\$2,000,000 aggregate; Albany County as the named insured.

- **Bid, Performance and Labor & Material Bonds**

If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.

- **Professional Liability/Malpractice**

\$1,000,000 aggregate (If commercially available for your profession) \$1,000,000 per claim

V. Vendor acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of this Agreement. Vendor is to provide the County with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the County to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without thirty (30) days prior written notice to the County, directed to the County Attorney and the Department Head, and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Vendor.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- Policy retroactive dates coincide with or precede Vendor's start of the performance of the Work (including subsequent policies purchased as renewals or replacements);
- Vendor will maintain similar insurance for at least six (6) years following final acceptance of the Work;
- If the insurance is terminated for any reason, Vendor agrees to purchase an unlimited extended reporting provision to report claims arising from the Work performed for the County; and
- Immediate notice shall be given to the County through the Department Head and the County Attorney of circumstances or incidents that might give rise to future claims with respect to the Work performed under this Agreement.

ARTICLE 13. DEFENSE AND INDEMNIFICATION

Vendor agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Work provided pursuant to this Agreement which the County, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of Vendor, its employees, representatives, subcontractors, assignees, or agents. The duty to defend hereunder shall be triggered immediately upon the County receipt of a notice of claim, service of process or other demand or claim.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act or omission of an employee, representative, subcontractor, assignee or agent of Vendor either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of Vendor's negligence, fault, act or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this Article shall not be exclusive and are in addition to any other rights and remedies provide by law or this Agreement.

The defense and indemnification obligations provided herein shall survive the expiration or termination of this Agreement, whether occasioned by this Agreement's expiration or earlier termination.

ARTICLE 14. PROTECTION OF COUNTY PROPERTY

Vendor assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by the County, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Vendor, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Vendor as an expert consultant specialist or subcontractor hereunder.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

Vendor agrees to defend, indemnify and hold the County harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this Article.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 15. TERMINATION

The County may, by written notice to Vendor effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the County's convenience, (2) upon the failure of Vendor to comply with any of the terms or conditions of this Agreement, or (3) upon Vendor becoming insolvent.

Upon termination of this Agreement, Vendor shall comply with any and all County closeout procedures, including, but not limited to:

- A. Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to Vendor pursuant to this Agreement; and
- B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Vendor through or provided under this Agreement and carrying out any County directive concerning the disposition thereof.

In the event the County terminates this Agreement, in whole or in part, as provided in this Article, the County may procure upon such terms and in such manner as deemed appropriate, Work similar to those so terminated, and Vendor shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the County, any Work procured by the County to complete the Work herein will be charged to Vendor and/or set off against any sums due Vendor.

Notwithstanding any other provisions of this Agreement, Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of Vendor's breach of the Agreement or failure to perform in accordance with applicable standards. In the event of a breach by the Vendor, Vendor shall pay to the County all direct and consequential damages caused by

such breach, including, but not limited to, all sums expended by the County to procure a substitute vendor to satisfactorily complete the Work, together with the County's own costs incurred in procuring a substitute vendor. The County may withhold payments to Vendor for the purposes of set-off until such time as the exact amount of damages due to the County from Vendor is determined.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. GENERAL RELEASE

The acceptance by Vendor or its assignees of the final payment under this Agreement, whether by Vendor's claim form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the County from any and all claims of Vendor arising out of the performance of this Agreement.

ARTICLE 17. SET-OFF RIGHTS

The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to Vendor (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this Agreement, or (iii) from the County by operation of law. The County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the County for any reason whatsoever including, without limitation, real property tax delinquencies, hotel/motel tax delinquencies, sales tax delinquencies, fee delinquencies, fines, lawful charges, monetary penalties or interest relative thereto.

ARTICLE 18. NO ARBITRATION; JURISDICTION AND VENUE

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, shall not be submitted to arbitration unless specifically agreed thereto in writing by the County, but shall instead only be heard in the Supreme Court of the State of New York, with venue in Albany County, or if appropriate, in the Federal District Court with venue in the Northern District of New York, Albany Division.

ARTICLE 19. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. Vendor shall render all Work under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such Work are rendered.

ARTICLE 20. ACCEPTANCE OF SUBSTITUTED SERVICE

Vendor hereby consents and agrees to accept to substituted service of process via first class mail to the above referenced address of any summons, process or pleading pertaining to or arising from litigation concerning this Agreement in lieu of any other methods authorized by the New York Civil Practice Law and Rules. Service of process shall be deemed to be complete upon mailing same. This provision shall survive the termination of this agreement and shall not be construed requiring substituted service, should the County elect to commence litigation by other means provided for by law. The County does not waive personal service herein and will require service of process in conformity with CPLR§311(4).

ARTICLE 21. TAXES

The County is exempt from the payment of sales and compensating use taxes, manufacturer's excise taxes and all other taxes imposed by the State of New York and the Federal Government. Taxes shall not be included in any agreement or bid/proposal price. A Tax-Exempt Certificate will be executed upon Vendor's request.

ARTICLE 22. CURRENT OR FORMER COUNTY EMPLOYEES

Vendor represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other Agreement that said Vendor has or may have with the County without the express written permission of the County. This limitation covers the preceding two (2) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interest due to their position with the County.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS AND DRUG-FREE WORKPLACE REQUIREMENTS (When Federal Funding Used)

A. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the hereby Vendor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Vendor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, Vendor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Vendor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

B. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. Vendor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where Vendor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

C. Drug-Free Workplace (Vendors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. Vendor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Vendor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. Vendor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance program; and
 - iv. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a)
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:

i. Abide by the terms of the statement.

ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or

ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

D. Drug-Free Workplace (Vendors who are individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the Agreement, Vendor certifies that he, she, they, it will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Agreement; and

2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, Vendor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

In accordance with Article 15 of New York Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Vendor agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 25. WAGE AND HOUR 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 Vendor'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 supplemental Exhibits issued by the State Labor Department. Furthermore, Vendor and its subcontractors shall 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, Vendor 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 County of any County approved sums due and owing for the Work.

ARTICLE 26. CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

The Vendor hereby represents that it is in compliance with § 103-g entitled "Iranian Energy Sector Divestment," in that the Vendor has not:

1. Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

2. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 27. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH & NOTIFICATION ACT

Vendor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

ARTICLE 28. GRATUITIES AND KICKBACKS PROHIBITED

Vendor, for itself, its assignees, and successors in interest agree as follows:

1. **Gratuities.** It shall be unlawful for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
2. **Kickbacks.** It shall be unlawful for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE 29. TITLE VI – REQUIRED LANGUAGE

During the performance of this Agreement, Vendor, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** Vendor shall comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Non-discrimination:** Vendor, with regard to the Work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Vendor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Vendor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Vendor of the subcontractor's obligations under this Agreement, and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** Vendor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of Vendor is in the exclusive possession of another who fails or refuses to furnish the information, Vendor shall so certify to the County, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of Vendor's noncompliance with the Nondiscrimination provisions of this Agreement, the County will impose such sanctions as it or the County may determine to be appropriate, including, but not limited to: a. withholding payments to Vendor under the Agreement until Vendor complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** Vendor shall include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Vendor shall take action with respect to any subcontract or procurement as County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Vendor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Vendor may request the County to enter into any litigation to protect the interests of the County. In addition, Vendor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, Vendor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

ARTICLE 30. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedule A, which supersedes any other understandings or writings between or among the parties.

ARTICLE 31. MODIFICATION

No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of Work covered by this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such Work, and after amendment approval by the appropriate County authority, the parties mutually agree to an Amendment to this Agreement, which shall specifically set forth the scope of such extra or additional work and the amount of compensation and the extension of the time for performance, if any, for any such work.

ARTICLE 32. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Vendor.

ARTICLE 33. COOPERATION

Vendor shall cooperate with representatives, agents, and employees of the County and the County shall cooperate with representatives, agents, and employees of the Vendor to the end that the Work may proceed expeditiously and economically.

ARTICLE 34. NON-INTERUPTION OF WORK [Contractors only]

A Vendor who is a contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Vendor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 35. EXTRA SERVICES/GOODS

If the Vendor is of the opinion that any services/goods it has been directed to perform/provide is beyond the scope of this Agreement and constitutes extra services/goods, the Vendor shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such services/goods is in fact beyond the scope of this Agreement and whether or not it constitutes extra services/goods. In the event the County determines such services/goods does constitute extra services/goods, it may provide extra compensation to the Vendor on a negotiated basis pursuant to a properly executed amendment to this Agreement.

ARTICLE 36. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Vendor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Vendor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Vendor in default and/or seeking debarment or suspension of the Vendor.

ARTICLE 37. AUTHORITY

The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

ARTICLE 38. MISCELLANEOUS PROVISIONS

1. During the term of this Agreement, the Vendor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Vendor shall give the County thirty (30) days written notice in advance of such event.
2. The Vendor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.
3. If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.
4. The County shall bear no responsibility other than that set forth in this Agreement.
5. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid to the address stated in the first paragraph after the title of the Agreement, or, with the prior consent of the receiving party, dispatched via facsimile or email transmission.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Addendum

Albany County Technology Procurement – Contractor Administrative Terms & Conditions

1. Secure System Development Lifecycle and Specifications

Unless otherwise agreed to by the Authorized User (AU), "Albany County," in writing, the contractor's current version of the solution must function as specified in the associated Request for Proposal, Contract, or other agreement in an environment comprised solely of components including, but not limited to operating system and database platform versions which are in an active support phase (e.g., no requirement to run on End of Life software, such as Windows 7, etc.).

Unless otherwise agreed to by the Authorized User in writing, the Contractor shall represent the below practices by providing the documentation of Contractor's adherence to the below policies available in a public website or secure portal that shall be provided to Authorized Users upon request.

- a) Secure System Development Lifecycle
 - i) Policies that govern software development practices commensurate with the risk of the intended use of each software component:
 - (1) Such policies shall define documented security roles for the software development team
 - (2) On no less than an annual basis, the contractor shall conduct a comprehensive review of software development policies and make changes where indicated to adequately address new or changed risk
 - ii) At least annually, the contractor shall provide training in secure software development practices to its developer workforce.
 - (1) Such training shall be focused on the technologies in use within the software development environment
 - (2) Such training shall include a review of the contractor's chosen secure coding framework (see "Vulnerability Management" section) and related policies, procedures and standards
 - (3) Such training shall include a review of the security-related roles and responsibilities conferred on development personnel by organizational policy
 - iii) The contractor shall, to the extent legally permissible, conduct criminal background checks, credit checks and reference checks for all personnel engaged in the software development process, and establish a set of criteria for when management must be engaged regarding the results of such checks.
 - iv) The contractor shall deliver remote and /or on premises support only with approval of AU and with the option for AU to supervise / observe the support activity
 - v) At no time during remote and /or on premises support, or any other time, shall contractor transfer AU's data from AU's on premise installation to a remote location without the express written permission of the AU
 - vi) The contractor shall 1) utilize uniquely assigned credentials for each of its workforce members to be used in supporting the AU's solution and 2) revoke those credentials within 24 hours of the departure of a contractor's workforce member who had knowledge of credentials used to support the AU's solution or notify the AU within 24 hours if the credentials used exist on an AU on-premise system. Credential management must be in accordance with NIST 800-63-3, Digital Identity, or its successor.

- vii) Upon request and with reasonable notice, the contractor shall provide the AU with a list of its workforce members with knowledge of credentials used to access the AU's solution.
- b) Vulnerability Management
 - i) The contractor shall make commercially reasonable efforts to ensure that components including but not limited to third party libraries, components and APIs are maintained at their most recent, stable version within the released application made available to the AU.
 - ii) The contractor shall follow a secure coding framework appropriate to the nature of its software components. For example, web application development teams may follow the Open Web Application Security Project's Secure Coding Practices
 - iii) The contractor shall document and execute a remediation plan for any vulnerability identified through dynamic or static analysis, vulnerability scans or penetration tests, where the vulnerability has a CVSS severity of 7.0 or higher
 - iv) The contractor shall establish processes for monitoring and acting upon vulnerability notices published regarding components of the software development environment as well as components used in the solution provided to the AU
 - v) The contractor shall maintain publicly available mechanisms for receiving reports of vulnerabilities identified by its customers, security researchers and similar entities.
- c) Application Lifecycle Management
 - i) The contractor shall ensure that any open source licenses which apply to components used in the solution confer no obligations upon the AU, or that in the event of such obligation, the AU is aware of and agrees to same.
 - ii) All applications released by contractor to the AU shall be signed by a publicly trusted code signing certificate so that the AU may verify the authenticity and integrity of the release. This code signing certificate shall be rotated on at least an annual basis.
 - iii) The contractor shall ensure that all implementation services and / or guides comprehensively address security hardening for the solution. Such hardening shall include, but not be limited to, the disabling of unnecessary features based on the Scope of Work and the implementation of a "least privilege" access model for all users and service accounts.
 - iv) The contractor shall implement processes to ensure that all changes to the solution:
 - (1) Are made at the direction of its product managers or equivalent role
 - (2) Are documented in a work management / issue tracking application
 - (3) Maintain evidence of security checks and approvals
 - (4) Include documented functional requirements and non-functional security requirements
 - (5) Include a plan for notifying customers, including the AU, of any substantive changes upon release
 - v) The contractor shall provide ample notice, and in no case less than six months, should the solution version used by the AU reach End of Life, such that it will no longer receive security updates to address vulnerabilities.
- d) Specifications

During the term of the Contract, the Authorized User may request Product specifications for particular items that have been included by the Contractor on its approved price list for the Contract. These specifications will be provided by the Contractor at no cost.

2. Instruction Manuals and Associated Documentation

Product shall be furnished, at no extra charge, with one complete set of standard operator instruction manuals and Documentation (hard copy, CD/DVD, or web link) as would normally accompany such Product. Contractor shall also ensure that the part numbers and net prices associated with the documentation are available to the Authorized User and included on its approved price list for this Contract should an Authorized User need to purchase additional sets of technical manuals. Where Documentation is provided in electronic format, an Authorized User shall be entitled to make copies to the extent necessary to fully enjoy the rights granted under this Contract provided that the Authorized User reproduces the copyright notice and any other legend of ownership on any copies made.

3. Security

a) Security Incidents

The Authorized User and the Contractor must, in writing, determine a Security Incident notification policy prior to the finalization of the Authorized User Agreement. If no such agreement is in place, then the default agreement shall be notification of all Security Incidents that may have a direct impact on the AU by phone immediately upon detection to the Authorized User representative.

All AU notifications will be followed with a notification to the Albany County Chief Information Officer.

If requested in the Authorized User agreement and agreed to by the Contractor, a written preliminary incident analysis report must be provided to AU within 72 hours of discovery. Contractor representative must be available by phone and email for discussions with the Albany County Chief Information Officer and AU representative throughout incident response activity and must provide status updates at mutually agreed upon cadences. A written final incident analysis report, including a detailed technical section including root cause of incident, timeline, scope, impact and corrective actions taken must be delivered to AU at the conclusion of incident response.

b) Data Breach – Required Contractor Actions

Unless otherwise provided by law, in the event of a Data Breach, the Contractor shall:

- i) notify the Albany County Chief Information Officer and any potentially affected Authorized User's representative, by telephone as soon as possible from the time the Contractor confirms Data Breach. An Authorized User may specify a maximum notification time in their RFQ or RFP.;
- ii) consult with and receive authorization from the Authorized User as to the content of any notice to affected parties prior to notifying any affected parties to whom notice of the Data Breach is required, either by statute or by the Authorized User;

- iii) coordinate all communication regarding the Data Breach with the Albany County Chief Information Officer and Authorized User (including possible communications with third parties);
- iv) cooperate with the Authorized User, Albany County Chief Information Officer, Albany County Division of Information Services and any Contractor working on behalf of the Authorized User or Albany County in attempting (a) to determine the scope and cause of the breach; and (b) to prevent the future recurrence of such security breaches; and
- v) promptly take commercially reasonable steps to mitigate the effects and minimize any damage resulting from the Security Event. Contractor shall provide Written notice to the Authorized User as to all such corrective actions taken by the Contractor to remedy the Data Breach. Unless otherwise agreed to in the Authorized User Agreement, if Contractor is unable to complete the corrective action within the required timeframe, the Authorized User may contract with a third party to provide the required services until corrective actions and services resume in a manner acceptable to the Authorized User, or until the Authorized User has completed a new procurement for a replacement service system; (ii) and the Contractor will be responsible for the reasonable cost of these services during this period.

Nothing herein shall in any way (a) impair the authority of the Office of the Attorney General or other investigative or law enforcement entity to bring an action against Contractor to enforce the provisions of the New York State Information Security Breach Notification Act (ISBNA) or (b) limit Contractor's liability for any violations of the ISBNA or any other applicable statutes, rules or regulations.

c) Location of Data; CONUS or OCONUS

- i) The RFQ or RFP must specify if the AU will allow Data to be located outside of the Continental United States (OCONUS).
- ii) Unless otherwise authorized in the RFQ and agreed to in the Authorized User Agreement, when the Contractor is responsible for managing the Data, the Contractor shall meet the following requirements:
 - a. All Data shall remain in the Continental United States (CONUS).
 - b. Any Data stored, or acted upon, shall be solely located in Data Centers within CONUS.
 - c. Any services which directly or indirectly access Data shall be performed only from locations within CONUS.
 - d. All Data in transit shall remain in CONUS and shall be encrypted in accordance with generally accepted standards.
 - e. All helpdesk, online and support services which may access Data shall be performed only from locations within CONUS.
 - f. No Follow the Sun support shall be allowed to access Data directly or indirectly from locations outside CONUS.
- iii) Unless otherwise authorized in the RFQ or RFP and agreed to in the Authorized User Agreement, when the Authorized User is responsible for managing the Data, the Contractor

shall provide the Authorized User with the capability and the means or tools to meet the following requirements:

- a. All Data shall remain in the Continental United States (CONUS).
 - b. Any Data stored, or acted upon, shall be solely located in Data Centers within CONUS.
 - c. Any services which directly or indirectly access Data shall be performed only from locations within CONUS.
 - d. All Data in transit shall remain in CONUS and shall be encrypted in accordance with generally accepted standards.
 - e. All helpdesk, online and support services which may access Data shall be performed only from locations within CONUS.
 - f. No Follow the Sun support shall be allowed to access Data directly or indirectly from locations outside CONUS.
- iv) Unless otherwise authorized in the RFQ or RFP and agreed to in the Authorized User Agreement, Contractor may not store, act upon, or access Data outside of the Continental United States (OCONUS) and may not perform support services that may access Data from OCONUS.

Authorized Users must receive prior written approval from the Albany County Chief Information Officer, before authorizing Data to be stored, acted upon, or accessed OCONUS, and before authorizing support services to be performed from OCONUS.

- v) Notwithstanding the foregoing, all services must be performed within CONUS and may not be authorized to be performed from OCONUS.

d) Security Reports

Contractor must log in accordance with NIST 800-92, or its successor. Upon request, the Contractor must provide the Authorized User with security logs and reports (such as SOC2 Type 2, CAIQ, and ISO27001) to allow the Authorized User to make an informed decision about the Contractor's security controls and their effectiveness.

Contractor shall cooperate with all reasonable Authorized User requests for a written description of Contractor's physical/virtual security and/or internal control processes. The Authorized User shall have the right to reject any Contractor's RFQ or RFP response or terminate an Authorized User Agreement when such a request has been denied.

e) Support Services

All helpdesk, online, and support services which access any Data must be performed from within CONUS, unless expressly authorized by the Authorized User in writing. Unless such authorization is granted, at no time will any Follow the Sun support be allowed to access Data directly, or indirectly, from outside CONUS. If an Authorized User agrees to OCONUS services that access Data, then the Authorized User must be provided any information requested such as security

reports (e.g. SOC2 Type 2, CAIQ and ISO27001) to allow the Authorized User to make an informed decision about the security of the Data in that location.

f) Infrastructure Support Services

Infrastructure support services that do not directly or indirectly access Data may be provided in a Follow the Sun format, if expressly outlined within the Authorized User Agreement.

g) Requests for Data By Third Parties

Unless prohibited by law, Contractor shall notify the Authorized User in writing within 24 hours of any request for Data (including requestor, nature of Data requested and timeframe of response) by a person or entity other than the Authorized User, and the Contractor shall secure Written acknowledgement of such notification from the Authorized User before responding to the request for Data.

Unless compelled by law, the Contractor shall not release Data without the Authorized User's prior written approval.

h) Security Policies

Contractor must maintain records documenting adherence to the following security policies and must provide such records to an Authorized User, or to the Albany County Chief Information Officer or Division of Information Services, upon request, through a public website or secure portal.

Policies that govern software development practices commensurate with the risk of the intended use of each software application

- Such policies shall define documented security roles for the software development team
- On no less than an annual basis, the contractor shall conduct a comprehensive review of software development policies and make changes where indicated to adequately address new or changed risk

The contractor shall deliver remote and /or on premises support only with approval of AU and with the option for AU to supervise / observe the support activity

At no time during remote and /or on premises support, or any other time, shall contractor transfer AU's data from AU's on premise installation of the software application to a remote location without the express written permission of the AU

The contractor shall 1) utilize uniquely assigned credentials for each of its workforce members to be used in supporting the AU's software application or 2) notify the AU within 24 hours of the departure of a contractor's workforce member who had knowledge of credentials used to support the AU's software application.

Upon request and with reasonable notice, the contractor shall provide the AU with a list of its workforce members with knowledge of credentials used to access the AU's software application

The contractor shall make commercially reasonable efforts to ensure that components including but not limited to third party libraries, components and APIs are maintained at their most recent, stable version within the released application made available to the AU.

The contractor shall follow a secure coding framework appropriate to the nature of its software application. For example, web application development teams may follow the Open Web Application Security Project's Secure Coding Practices

The contractor shall document and execute a remediation plan for any vulnerability identified through dynamic or static analysis, vulnerability scans or penetration tests, where the vulnerability has a CVSS severity of 4.0 or higher

The contractor shall establish processes for monitoring and acting upon vulnerability notices published regarding components of the software development environment as well as components used in the software application provided to the AU

The contractor shall maintain publicly available mechanisms for receiving reports of vulnerabilities identified by its customers, security researchers and similar entities.

The contractor shall ensure that any open source licenses which apply to components used in the software application confer no obligations upon the AU, or that in the event of such obligation, the AU is aware of and agrees to same.

All applications released by contractor to the AU shall be signed by a publicly trusted code signing certificate so that the AU may verify the authenticity and integrity of the release. This code signing certificate shall be rotated on at least an annual basis.

The contractor shall ensure that all implementation guides and training comprehensively address security hardening for the application. Such hardening shall include, but not be limited to, the disabling of unnecessary features based on the Scope of Work and the implementation of a "least privilege" access model for all users and service accounts.

The contractor shall implement processes to ensure that all changes to the software application:

- Are made at the direction of its product managers or equivalent role
- Are documented in a work management / issue tracking application
- Maintain evidence of security checks and approvals
- Include documented functional requirements and non-functional security requirements
- Include a plan for notifying customers, including the AU, of any substantive changes upon release

In no case shall the contractor knowingly release to the AU an application which contains a vulnerability with a CVSS severity of 7.0 or higher, without the direct written permission of the AU.

i) Secure Data Disposal

After 60 calendar days from expiration or termination of an Authorized User Agreement, or at a time mutually agreed upon by the Authorized User and the Contractor, the Contractor shall destroy Data in all of its forms, including all back-ups. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) 800-88, or its successor, as designated by the Authorized User, as applicable. If requested by the Authorized User, certificates of destruction, in a form acceptable to the Authorized User, shall be provided by the Contractor to the Authorized User.

j) Authentication Tokens

If included in an RFQ or RFP, the Authorized User Agreement may require authentication tokens for all systems in accordance with NIST 800-63B Authentication and Lifecycle Management, or its successor.



Daniel P. McCoy
County Executive

Mark S. Olsen
Executive Director

TO: The Honorable Daniel P. McCoy
Albany County Executive

The Honorable Joanne Cunningham
Chairwoman, Albany County Legislature

The Honorable Bruce Hidley
Albany County Clerk

FROM: Mark S. Olsen
Executive Director
Shaker Place Rehabilitation and Nursing Center

DATE: 05/05/2025

SUBJECT: Saf-Gard Safety Shoe Company

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into a contract with Saf-Gard Safety Shoe Company for the purchase of safety shoes at Shaker Place Rehabilitation and Nursing Center.

Saf-Gard Safety Shoe Company provides slip resistant and safety toe shoes conforming to ASTM American Society for Testing and Materials (ASTM).standard. As part of the current collective bargaining agreement with the 1199 SEIU, a safety shoe program for the workers was negotiated. An annual amount of up to \$160 per worker of the collective bargaining agreement was negotiated which is to be administered by the facility.

This request is to "piggy-back" off the contract awarded by of Suffolk County. The contract term is for a twelve (12) month period commencing on June 1st, 2025 and conclude on May 31st, 2026. The total cost for the one (1) year period will be a not to exceed amount of \$36,000.00 with an option for a one (1) year renewal

We respectfully request approval of this contract.



ALBANY COUNTY - VENDOR AGREEMENT

Contract No. 2025-0359

THIS AGREEMENT (this "Agreement") is made by and between COUNTY OF ALBANY, a municipal corporation by and of the State of New York, with a principal office located at the Harold L. Joyce Albany County Office Building, 112 State Street Albany, NY 12207 (the "County"), and SAF-GARD SAFETY SHOE CO. , having an address at 2701 Patterson St. Greensboro, NC 27407 (the "Vendor"). The County and Vendor may at times herein be referred to individually as a "party" or collectively as the "parties."

WHEREAS, the County requires performance of services and/or goods in connection with the purchase of safety shoes; and

WHEREAS, the Vendor agrees to provide such services and/or goods for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the mutual promises, terms and obligations hereinafter made, as well as other good and valuable consideration, the County and Vendor mutually agree and obligate themselves as follows:

ARTICLE 1. SCOPE OF WORK

Vendor agrees to perform the services and/or provide goods (the "Work") identified in Schedule A, which is attached hereto and made a part of this Agreement. Notwithstanding anything to the contrary, if any of the terms and provisions of this Agreement conflict with or differ from any of the terms and provisions of Schedule A, the terms and provisions of this Agreement shall control. Vendor agrees to perform/provide the Work in accordance with the terms and conditions of this Agreement. It is specifically agreed to by Vendor that the County will not compensate Vendor for any Work not within the scope of this Agreement, without proper prior written approval and amendment authorization.

ARTICLE 2. TERM OF AGREEMENT

Vendor agrees to perform the Work beginning June 1, 2025 and ending May 31, 2026 .

ARTICLE 3. COMPENSATION

For satisfactory performance of the Work, or as such Work may be modified by mutual written agreement, the County agrees to compensate Vendor, and Vendor agrees to accept, an amount not to exceed \$36,000.00 . The parties agree that this dollar amount includes all expenses incurred providing the Work and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance. The Vendor shall submit to the County an Albany County Claim form, for Work provided during the prior month, or as otherwise set forth in Schedule A, and prepared in such form and supported by such documentation as the County may reasonably require.

The County will audit and pay the proper amounts due Vendor within sixty (60) days after receipt by the County of said claim form, and, if objectionable, will notify Vendor in writing of the County's reasons for objecting to all or any portion of the claim form submitted by Vendor. Costs in excess of this Agreement's not-to-exceed amount if any, may not be incurred without prior written approval and amendment authorization by the proper County authority.

ARTICLE 4. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Vendor of such occurrence, and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted. The County shall have no other liability under this Agreement to Vendor or to anyone else.

ARTICLE 5. PROCUREMENT OF AGREEMENT

Vendor represents and warrants that no person or agency has been employed or retained by Vendor to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Vendor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Vendor makes such representations and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

Vendor represents and warrants that neither it nor any of its directors, officers, members, partners, or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Work herein provided. Vendor further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership, limited liability company or association in which such official, officer or employee is, directly or indirectly interested, shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person (1) if required by the Albany County Ethics Law as amended from time to time, to submit a Disclosure Form to the Albany County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a Disclosure Form said person must either voluntarily complete and submit said Disclosure Form disclosing their interest in this Agreement or seek a formal opinion from the Albany County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment to or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

Vendor and each person signing on behalf of Vendor represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

- A. The prices in this Agreement have been arrived at independently by Vendor without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;
- B. Unless otherwise required by law the prices which have been quoted in this Agreement and on the proposal or quote submitted by Vendor have not been knowingly disclosed by Vendor prior to the communication of such quote to the County or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and
- C. No attempt has been made or will be made by Vendor to induce any other person, partnership, corporation, or entity to submit or not to submit a bid, proposal or quote for the purpose of restricting competition.

The fact that Vendor (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid, proposed or quoted, does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In providing the Work and incurring expenses under this Agreement, Vendor shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the County. As an independent contractor, Vendor shall be solely responsible for determining the means and methods of performing the Work and shall have complete charge and responsibility for Vendor's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Vendor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee New York State Retirement System membership or credit. Further, Vendor, by virtue of his/her independent contractor status, shall under no circumstance constitute an employee of the County for purposes of the Affordable Care Act, shall not be entitled to any subsidy or credit in connection with this Agreement, and agrees if the County were to be assessed a penalty related to this Agreement that Vendor will defend and indemnify the County for any said penalty or related penalty.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

Pursuant to General Municipal Law §109, Vendor shall not assign any of its rights, interests or obligations under this Agreement, or subcontract any of the Work to be performed by it under this Agreement, without the prior express written consent of the County. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any Work provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the County shall be subject to all of the terms and conditions of this Agreement. All Work performed by a subcontractor shall be deemed to be work performed by the Vendor and the Vendor shall be fully liable directly to the County for any losses, damages, claims, attorneys' fees and costs arising from the activities of its subcontractor(s).

Failure of Vendor to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the County and if so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to Vendor, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the County except so much thereof as may be necessary to pay Vendor's employees for Work completed.

The provisions of this Article shall not hinder, prevent, or affect any assignment by Vendor for the benefit of its creditors made pursuant to the Laws of the State of New York.

This Agreement may be assigned by the County to any corporation, agency, municipality, or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

Vendor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the Work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

Vendor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

Vendor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, and authorized State and/or Federal personnel during such period.

All original records compiled by the Vendor in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all similar recorded data, shall become and remain the property of the County. The Vendor may retain copies of such records for its own use.

ARTICLE 11. AUDIT BY THE COUNTY AND OTHERS

All claim forms presented for payment and the books, records, and accounts upon which said claim forms are based are subject to audit by the County. Vendor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County so that it may evaluate the reasonableness of the charges, and Vendor shall make its records available to the County upon request.

All books, claim forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review, and audit by the County, the State of New York, the federal government, and/or other persons duly authorized by the County. Such audits may include examination and review of the source and application of all funds whether from the County and State, the federal government, private sources or otherwise. Vendor shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

This Article shall remain in effect for a period of six (6) years following expiration or earlier termination.

ARTICLE 12. INSURANCE AND STATUTORY COMPLIANCE

In acceptance of this Agreement, Vendor covenants and certifies that it shall comply, in all respects, with all applicable federal, state and local laws, rules and regulations. This shall include, but not be limited to, Workers' Compensation and Employers Liability Insurance, hours of employment, wages and Human Rights, and the provisions of General Municipal Law §§103(a) and 103(b) and State Finance Law §§139-A and 139-B.

Pursuant to New York State Finance Law § 139-L, Vendor, by signing this Agreement, further certifies that it: (i) has implemented a written policy addressing sexual harassment prevention in the workplace, and (ii) provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the Labor Law.

Pursuant to General Municipal Law §108, the parties hereto agree that this Agreement **SHALL BE VOID** and of no effect unless Vendor shall secure Workers' Compensation for the benefit of, and keep insured during the life of this Agreement, such employees, in compliance and as may be necessary with the provisions of the Workers' Compensation Law.

For all of the Work set forth herein and as hereinafter amended, Vendor shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of the Work to be performed. Except for Workers' Compensation and professional liability, the County shall be named as primary/non-contributory additionally insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Vendor and not those of the County. Notwithstanding anything to the contrary in this Agreement, Vendor irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 12. The provisions of insurance by Vendor shall not in any way limit Vendor's

liability under this Agreement.

INSURANCE REQUIREMENTS

I. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, Vendor hereby agrees to effectuate the naming of the County of Albany as certificate holder and primary/non-contributory additional insured on the required insurance policy(ies), with the exception of workers' compensation. If Vendor is self-insured, evidence of its status as a self-insured entity shall be provided to the Albany County Purchasing Department. If requested, Vendor must describe its financial condition and the self-insured funding mechanism(s).

II. The policy(ies) naming the County of Albany as certificate holder and primary/non-contributory additional insured shall, without exception:

- Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer.
- Contain a 30-day notice of cancellation.
- State that the insurer's coverage shall be primary coverage for the County of Albany, its officers, and employees.
- The County of Albany shall be listed as certificate holder and primary/non-contributory additional insured by using endorsement CG 2010 10 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

III. Vendor agrees to indemnify the County for any applicable deductibles.

IV. Required Insurance (unless otherwise provided in RFB/RFP):

- **Commercial General Liability Insurance**

\$1,000,000 per occurrence/ \$2,000,000 aggregate. General Aggregate to apply on a per project basis.

- **Automobile Liability**

\$1,000,000 CSL for owned, hired and borrowed and non-owned motor vehicles.

- **Excess/Umbrella Insurance**

\$1,000,000; \$3,000,000; \$5,000,000 each Occurrence and Aggregate (depending on the type and size of the project).

- **Workers' Compensation and N.Y.S. Disability**

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.

- **Owners/Contractors Protective Insurance** (Required for large construction projects.)

\$1,000,000 per occurrence/\$2,000,000 aggregate; Albany County as the named insured.

- **Bid, Performance and Labor & Material Bonds**

If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.

- **Professional Liability/Malpractice**

\$1,000,000 aggregate (If commercially available for your profession) \$1,000,000 per claim

V. Vendor acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of this Agreement. Vendor is to provide the County with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the County to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without thirty (30) days prior written notice to the County, directed to the County Attorney and the Department Head, and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Vendor.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- Policy retroactive dates coincide with or precede Vendor's start of the performance of the Work (including subsequent

- policies purchased as renewals or replacements);
- Vendor will maintain similar insurance for at least six (6) years following final acceptance of the Work;
- If the insurance is terminated for any reason, Vendor agrees to purchase an unlimited extended reporting provision to report claims arising from the Work performed for the County; and
- Immediate notice shall be given to the County through the Department Head and the County Attorney of circumstances or incidents that might give rise to future claims with respect to the Work performed under this Agreement.

ARTICLE 13. DEFENSE AND INDEMNIFICATION

Vendor agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Work provided pursuant to this Agreement which the County, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of Vendor, its employees, representatives, subcontractors, assignees, or agents. The duty to defend hereunder shall be triggered immediately upon the County receipt of a notice of claim, service of process or other demand or claim.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act or omission of an employee, representative, subcontractor, assignee or agent of Vendor either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of Vendor's negligence, fault, act or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this Article shall not be exclusive and are in addition to any other rights and remedies provide by law or this Agreement.

The defense and indemnification obligations provided herein shall survive the expiration or termination of this Agreement, whether occasioned by this Agreement's expiration or earlier termination.

ARTICLE 14. PROTECTION OF COUNTY PROPERTY

Vendor assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by the County, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Vendor, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Vendor as an expert consultant specialist or subcontractor hereunder.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

Vendor agrees to defend, indemnify and hold the County harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this Article.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 15. TERMINATION

The County may, by written notice to Vendor effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the County's convenience, (2) upon the failure of Vendor to comply with any of the terms or conditions of this Agreement, or (3) upon Vendor becoming insolvent.

Upon termination of this Agreement, Vendor shall comply with any and all County closeout procedures, including, but not limited to:

- A. Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to Vendor pursuant to this Agreement; and
- B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Vendor through or provided under this Agreement and carrying out any County directive concerning the disposition thereof.

In the event the County terminates this Agreement, in whole or in part, as provided in this Article, the County may procure upon such terms and in such manner as deemed appropriate, Work similar to those so terminated, and Vendor shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the County, any Work procured by the County to complete the Work herein will be charged to Vendor and/or set off against any sums due Vendor.

Notwithstanding any other provisions of this Agreement, Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of Vendor's breach of the Agreement or failure to perform in accordance with applicable standards. In the event of a breach by the Vendor, Vendor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute vendor to satisfactorily

complete the Work, together with the County's own costs incurred in procuring a substitute vendor. The County may withhold payments to Vendor for the purposes of set-off until such time as the exact amount of damages due to the County from Vendor is determined.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. GENERAL RELEASE

The acceptance by Vendor or its assignees of the final payment under this Agreement, whether by Vendor's claim form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the County from any and all claims of Vendor arising out of the performance of this Agreement.

ARTICLE 17. SET-OFF RIGHTS

The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to Vendor (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this Agreement, or (iii) from the County by operation of law. The County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the County for any reason whatsoever including, without limitation, real property tax delinquencies, hotel/motel tax delinquencies, sales tax delinquencies, fee delinquencies, fines, lawful charges, monetary penalties or interest relative thereto.

ARTICLE 18. NO ARBITRATION; JURISDICTION AND VENUE

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, shall not be submitted to arbitration unless specifically agreed thereto in writing by the County, but shall instead only be heard in the Supreme Court of the State of New York, with venue in Albany County, or if appropriate, in the Federal District Court with venue in the Northern District of New York, Albany Division.

ARTICLE 19. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. Vendor shall render all Work under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such Work are rendered.

ARTICLE 20. ACCEPTANCE OF SUBSTITUTED SERVICE

Vendor hereby consents and agrees to accept to substituted service of process via first class mail to the above referenced address of any summons, process or pleading pertaining to or arising from litigation concerning this Agreement in lieu of any other methods authorized by the New York Civil Practice Law and Rules. Service of process shall be deemed to be complete upon mailing same. This provision shall survive the termination of this agreement and shall not be construed requiring substituted service, should the County elect to commence litigation by other means provided for by law. The County does not waive personal service herein and will require service of process in conformity with CPLR§311(4).

ARTICLE 21. TAXES

The County is exempt from the payment of sales and compensating use taxes, manufacturer's excise taxes and all other taxes imposed by the State of New York and the Federal Government. Taxes shall not be included in any agreement or bid/proposal price. A Tax-Exempt Certificate will be executed upon Vendor's request.

ARTICLE 22. CURRENT OR FORMER COUNTY EMPLOYEES

Vendor represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other Agreement that said Vendor has or may have with the County without the express written permission of the County. This limitation covers the preceding two (2) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interest due to their position with the County.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. CERTIFICATION REGARDING LOBBYING; DEBARRMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS AND DRUG-FREE WORKPLACE REQUIREMENTS (When Federal Funding Used)

A. **Lobbying.** As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering

into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the hereby Vendor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Vendor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, Vendor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Vendor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

B. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. Vendor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where Vendor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

C. Drug-Free Workplace (Vendors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. Vendor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Vendor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. Vendor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance program; and
 - iv. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a)
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - i. Abide by the terms of the statement.

- ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

D. Drug-Free Workplace (Vendors who are individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- 1. As a condition of the Agreement, Vendor certifies that he, she, they, it will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Agreement; and
- 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, Vendor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

In accordance with Article 15 of New York Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Vendor agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 25. WAGE AND HOUR 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 Vendor'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 supplemental Exhibits issued by the State Labor Department. Furthermore, Vendor and its subcontractors shall 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, Vendor 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 County of any County approved sums due and owing for the Work.

ARTICLE 26. CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

The Vendor hereby represents that it is in compliance with § 103-g entitled "Iranian Energy Sector Divestment," in that the Vendor has not:

- 1. Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- 2. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 27. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH & NOTIFICATION ACT

Vendor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business

ARTICLE 28. GRATUITIES AND KICKBACKS PROHIBITED

Vendor, for itself, its assignees, and successors in interest agree as follows:

1. **Gratuities.** It shall be unlawful for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
2. **Kickbacks.** It shall be unlawful for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE 29. TITLE VI – REQUIRED LANGUAGE

During the performance of this Agreement, Vendor, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** Vendor shall comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Non-discrimination:** Vendor, with regard to the Work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Vendor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Vendor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Vendor of the subcontractor's obligations under this Agreement, and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** Vendor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of Vendor is in the exclusive possession of another who fails or refuses to furnish the information, Vendor shall so certify to the County, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of Vendor's noncompliance with the Nondiscrimination provisions of this Agreement, the County will impose such sanctions as it or the County may determine to be appropriate, including, but not limited to: a. withholding payments to Vendor under the Agreement until Vendor complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** Vendor shall include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Vendor shall take action with respect to any subcontract or procurement as County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Vendor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Vendor may request the County to enter into any litigation to protect the interests of the County. In addition, Vendor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, Vendor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of

- disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE 30. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedule A, which supersedes any other understandings or writings between or among the parties.

ARTICLE 31. MODIFICATION

No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of Work covered by this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such Work, and after amendment approval by the appropriate County authority, the parties mutually agree to an Amendment to this Agreement, which shall specifically set forth the scope of such extra or additional work and the amount of compensation and the extension of the time for performance, if any, for any such work.

ARTICLE 32. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Vendor.

ARTICLE 33. COOPERATION

Vendor shall cooperate with representatives, agents, and employees of the County and the County shall cooperate with representatives, agents, and employees of the Vendor to the end that the Work may proceed expeditiously and economically.

ARTICLE 34. NON-INTERRUPTION OF WORK [Contractors only]

A Vendor who is a contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Vendor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 35. EXTRA SERVICES/GOODS

If the Vendor is of the opinion that any services/goods it has been directed to perform/provide is beyond the scope of this Agreement and constitutes extra services/goods, the Vendor shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such services/goods is in fact beyond the scope of this Agreement and whether or not it constitutes extra services/goods. In the event the County determines such services/goods does constitute extra services/goods, it may provide extra compensation to the Vendor on a negotiated basis pursuant to a properly executed amendment to this Agreement.

ARTICLE 36. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Vendor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local

Law No. 3 for 1993, in that the Vendor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Vendor in default and/or seeking debarment or suspension of the Vendor.

ARTICLE 37. AUTHORITY

The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

ARTICLE 38. MISCELLANEOUS PROVISIONS

1. During the term of this Agreement, the Vendor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Vendor shall give the County thirty (30) days written notice in advance of such event.
2. The Vendor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.
3. If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.
4. The County shall bear no responsibility other than that set forth in this Agreement.
5. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid to the address stated in the first paragraph after the title of the Agreement, or, with the prior consent of the receiving party, dispatched via facsimile or email transmission.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

DIGITAL SIGNATURE PAGE

SCHEDULE A

Customer: P442895 SHAKER PLACE REHABILITATION AND NURSING CENTER-NY

Page 1

CUSTOMER SPECIFIC SPECIAL PRICE

STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE
04052	239.99	12254	149.99	13860	154.99	17430	89.99	24231	199.99	AL45BLK	2.00
04055	239.99	12320	129.99	13890	149.99	17432	89.99	24251	199.99	AL45TR	2.00
04065	99.99	12323	99.99	13910	144.99	17433	89.99	24402	149.99	AL45W	2.00
04321	269.99	12329	129.99	13990	109.99	17650	89.99	24956	209.99	AL54BK	2.00
05040	134.99	12441	149.99	13991	109.99	17751	114.99	25251	149.99	AL54BR	2.00
10043	99.99	12451	179.99	14200	169.99	18652	19.99	27031	99.99	AL63BR	2.00
10071	109.99	12469	129.99	14211	149.99	20250	159.99	27111	169.99	AL72	3.00
10091	129.99	12480	169.99	14261	209.99	21100	99.99	27331	99.99	AL72BK	3.00
10100	129.99	12481	169.99	14480	169.99	21103	149.99	27479	149.99	ALS10	36.99
10113	114.99	12561	109.99	14481	169.99	21109	129.99	300NB	3.00	AMINK	9.99
10119	114.99	12571	149.99	14562	219.99	21400	179.99	300P0	19.99	AR10010133	219.95
10190	89.99	13005	19.99	14780	119.99	21720	129.99	41040	20.00	AR10012948	189.99
10210	99.99	13180	99.99	14781	129.99	21723	129.99	41050	37.00	AR10014241	164.95
10750	99.99	13200	179.99	14870	159.99	21724	129.99	43011	109.99	AR10015196	179.99
10751	99.99	13209	174.99	15021	214.99	22371	159.99	43501	149.99	AR10015405	169.99
10781	104.99	13212	174.99	15041	219.99	22372	159.99	43511	149.99	AR10017175	249.99
10800	119.99	13232	146.99	15202	169.99	22470	179.99	44511	149.99	AR10017420	219.99
10961	99.99	13249	99.99	15221	149.99	22471	179.99	500NFT	34.80	AR10020063	186.99
10970	119.99	13261	139.99	15261	219.99	22477	179.99	84724	5.00	AR10020094	199.99
11029	109.99	13310	89.99	15340	149.99	22730	129.99	84726	5.00	AR10021108	164.95
11170	79.99	13371	69.99	15581	149.99	22731	139.99	84891	5.00	AR10022968	214.99
11192	99.99	13401	174.99	15781	79.99	23130	199.99	84893	5.00	AR10023042	214.99
11200	124.99	13450	149.99	17017	109.99	23131	199.99	84896	5.00	AR10024966	219.99
11280	119.99	13497	114.99	17022	129.99	23180	184.99	84900	5.00	AR10029530	144.99
11430	99.99	13500	164.99	17033	99.99	23181	184.99	A11001	34.99	AR10031664	159.99
11500	119.99	13540	179.99	17034	99.99	23190	149.99	A11003	36.99	AR10033994	184.99
11502	119.99	13562	209.99	17060	109.99	23230	99.99	A1330	7.99	AR10034149	169.99
11509	129.99	13571	149.99	17122	129.99	23231	199.99	A1336	9.99	AR10034673	119.99
11729	144.99	13610	169.99	17170	99.99	23250	199.99	AB6950BLK	44.99	AR10035774	174.99
12011	149.99	13620	124.99	17202	99.99	23251	199.99	AB6950YEL	44.99	AR10036002	224.99
12050	19.99	13621	129.99	17300	114.99	23300	189.99	ABS100	13.99	AR10036738	209.99
12071	129.99	13641	119.99	17302	114.99	23332	149.99	ABS101	13.99	AR10036739	209.99
12170	164.99	13651	109.99	17304	79.99	23333	129.99	ABS102	13.99	AR10038398	159.99
12191	99.99	13671	99.99	17320	109.99	23342	129.99	AG3601	32.99	AR10038923	269.99
12200	89.99	13721	109.99	17322	89.99	23343	129.99	AL27	2.00	AR10040282	119.99
12220	149.99	13750	114.99	17350	79.99	23470	139.99	AL27BK	2.00	AR10040404	119.99
12222	119.99	13751	114.99	17367	99.99	23471	139.99	AL30	2.00	AR10040405	124.95
12250	194.99	13780	109.99	17400	119.99	23474	184.99	AL36BK	2.00	AR10040419	149.99
12251	194.99	13781	114.99	17402	119.99	24041	229.99	AL36BR	2.00	AR10040431	129.95
12253	199.99	13810	149.99	17410	119.99	24190	139.99	AL45	2.00	AR10046876	179.99

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STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE
AR10046997	169.99	ATL2300M	79.00	BH12108	15.00	CA1309	259.99	CA5682	114.99	CH59330	149.99
AR10050827	189.99	ATL2300W	79.00	BH133	2.00	CA1421	134.99	CA5821	184.99	CH59417	298.99
AR10061119	199.99	ATL2305M	79.00	BH133AF	3.00	CA1428	154.99	CA599	174.99	CH73050	259.99
AR10061284	189.99	ATL2305W	79.00	BH14183AF	15.00	CA1435	174.99	CA6921	199.99	CH73060	259.99
AR1200	204.00	ATL2320M	79.00	BH1678	15.00	CA1520	139.99	CA7516	199.99	CIN1001	24.99
AR1943	219.99	ATL2320W	79.00	BH1691AF	15.00	CA1809	269.99	CA7522	214.99	CMC1259	239.99
AR1976	139.99	ATL2400M	69.99	BH461AF	4.00	CA1821	139.99	CA7545	149.99	CME1355	179.99
AS154WHT-6PK	13.99	ATL2405M	60.00	BH543AF	3.00	CA1825	139.99	CA7811	199.99	CME6355	176.99
AS173WHT-6PK	10.99	ATL400M	69.99	BH853AF	12.00	CA1900	99.99	CA7821	184.99	CME8355	179.99
AS175BLK-6PK	16.99	ATL400MC	69.99	BH9711	12.00	CA1901	99.99	CA7829	204.99	CMF6356	169.99
AS175WHT-6PK	14.99	ATL400W	69.99	BHHC0	10.00	CA1902	99.99	CA8520	159.99	CMF6720	174.99
AS253SG-6PK	11.00	ATL405M	69.99	BHLC21	13.00	CA1903	104.99	CA8556	154.99	CMFF6213M	139.99
AS253WHT-12PK	34.99	ATL405W	69.99	BHR2	8.00	CA1940	84.99	CA9821	164.99	CML8360	194.99
AS253WHT-6PK	15.00	ATL420M	69.99	BI1011232	164.99	CA1942	84.99	CA9824	189.99	CML8369	199.99
AS271GRY-12PK	34.99	ATL420W	69.99	BI1011235	176.99	CA3534	149.99	CA9852	194.99	CMR8959	129.99
AS279BLK-12PK	39.99	ATL4500M	55.00	BI1011237	176.99	CA3535	129.99	CA9854	199.99	CMW6095	169.99
AS279WHT-12PK	34.99	ATL4600M	64.00	BI20272	109.99	CA3538	129.99	CAR100289-001	15.99	CMW6274	134.99
AS36BLK	2.00	ATL4605M	64.00	BL140	199.99	CA3558	129.99	CAR101604-039	20.99	CMW6295	176.99
AS36BRN	2.00	ATL4620M	64.00	BL143	244.99	CA4515	184.99	CAR102199-001	116.99	CN7310200	119.99
AS500ST-2PK	8.99	AW6102	104.99	BL172	194.99	CA4582	184.99	CAR102291-039	35.99	CN9900001	149.99
AS673WHT-12PK	22.00	AW6103	109.99	BL179	189.99	CA5020	149.99	CAR104393BLK	112.49	CN9900002	149.99
AS721MER-2PK	18.00	AW6111	104.99	BL990	199.99	CA505USA	259.99	CAR10512-N04	27.74	CP90021	99.99
AS797BLK-12PK	39.99	AW6113	109.99	BL994	269.99	CA508USA	249.99	CAR105444-CRH	37.49	CP90022	99.99
AS797WHT-12PK	29.99	AW6203	119.99	BL997	249.99	CA5520	174.99	CAR105569-CRH	59.99	CR204044-1B5	49.99
AS897BLK-12PK	42.99	AW6213	119.99	BLUMAX	24.99	CA5521	149.99	CARA02BRN	19.99	CR205073-001	59.99
AS897WHT-12PK	39.99	BA01830	119.99	BOPS6002	129.99	CA5522	179.99	CARA18BLK	18.99	CR207230-001	59.99
AS90344WHT-6P	19.00	BA07840	99.99	BRF10000-001	138.99	CA5537	99.99	CARA267BLK	28.99	CR207231-001	59.99
ASP39	39.99	BA22233	95.99	BRF10001-001	149.99	CA5547	204.99	CARA66HBK	15.99	CR209219-90H	64.99
ASP39-31302	19.99	BA2262	106.99	BRF10001-002	149.99	CA5556	139.99	CARB17DST	27.74	CR209475-0WC	79.99
ASP39-31306	19.99	BA2272	199.99	BRF10004-001	168.99	CA5560	99.99	CARJ140BLK	105.99	CR209475-4GS	79.99
AT8903BK	100.00	BA2276	149.99	BRF10006-001	179.99	CA5561	99.99	CARK288-026	47.99	CR209476-0WC	79.99
AT9180BR	120.00	BA3160	114.99	BRF10007-001	199.99	CA5565	99.99	CARK288BLK	52.99	CR209476-1FS	79.99
AT9900BK	100.00	BA3164	119.99	BRF20001-001	145.99	CA5570	124.99	CARK288-E20	74.99	CR209952-001	54.99
ATL1300M	49.99	BA3184	124.99	BRF20002-001	164.99	CA5574	119.99	CF10390-CM0	119.99	CR209952-100	54.99
ATL1320M	49.99	BA6008	126.99	BRF20004-001	145.99	CA5582	179.99	CFA4415	139.99	CR209952-410	54.99
ATL2200F	64.00	BA932	69.99	BRF20004-002	145.99	CA5671	119.99	CFN5254-M	139.99	CR209952-4ON	54.99
ATL2200M	64.00	BAF5157	239.99	BRF50004-004	254.99	CA5672	124.99	CFN6294-W	137.99	CR209952-6WY	54.99
ATL2205F	64.00	BAF8574	119.99	BRG11000-160	20.00	CA5674	99.99	CFW6225-W	169.99	CR998MF	115.99
ATL2205M	64.00	BH106110	12.00	BRG11001-175	20.00	CA5680	114.99	CH31001	149.99	CRBISTROBLK	44.99
ATL2220M	64.00	BH1169	12.00	BV918ZWPCT	139.99	CA5681	114.99	CH4LAC140	8.00	CRBISTROWHT	44.99

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STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE
CRNERIABLK	49.99	DMR24381001	129.99	GGM2015	29.99	HS70423	109.99	KN1015401	189.99	KN1026704	124.99
CT110568	74.99	DMR24382001	169.99	GGM215	29.99	HS80715	139.99	KN1017804	204.99	KN1026705	99.99
CT51039	39.99	DMR24383001	169.99	GGM360	79.99	HSDH60216	119.99	KN1017833	199.99	KN1026707	99.99
CT89586	114.99	DMR25142001	69.99	GGM6000	109.99	HSMT50180	95.99	KN1018023	149.99	KN1026829	144.99
CT89940	154.99	DMR25178001	129.99	GGM6100	109.99	HX603102	449.99	KN1018079	149.99	KN1027080	159.99
CT90936	109.99	DMR25623001	119.99	GGM6300	104.99	HX603110	449.99	KN1020039	149.99	KN1027102	179.99
CT90977	124.99	DMR26307001	159.99	GGM7100	79.99	HX603111	499.99	KN1020053	156.00	KN1027104	139.99
CT91340	119.99	DMR26310001	124.99	GGM720	79.99	HX604103	399.99	KN1020085	149.99	KN1027646	99.99
CT91350	119.99	DMR27524601	159.99	GGM940	84.99	HX620012	399.99	KN1020086	169.99	KN1027653	121.88
CT91351	119.99	DMR27525601	129.99	GGM9540	84.99	JD256016-BLK	127.99	KN1020146	139.99	KN1027659	121.88
CT91357	99.99	DMR32010205	169.99	HD93563	159.99	JD256017-CDB	157.99	KN1021315	164.99	KN1027662	99.99
CT91766	107.99	DMR32012205	129.99	HD93579	154.99	JD350	27.99	KN1021467	214.99	KN1027690	209.99
CT91767	107.99	DMR32013205	169.99	HD95328	154.99	JD510	33.99	KN1023205	129.99	KN1028283	190.13
CT91823	107.99	DW10023BCH	109.99	HO1110520BBLC	174.99	JM02005555	169.99	KN1023216	144.99	KN1028317	164.99
DA12400	154.99	ENERGEL	21.99	HO1110520HML	174.99	JOYWBCCLGBK	34.99	KN1023217	149.99	KN1028708	126.75
DA12531	149.99	FEL12416	194.99	HO1110520OTRS	174.99	JOYWBCCLGW	49.99	KN1023220	158.99	KN1029118	117.00
DA12534	191.99	FEL12421	179.99	HO1110521BBLC	174.99	JUGY9980	124.99	KN1023222	189.99	KN1029149	147.99
DA13860	229.99	FIL1SG30201	79.99	HO1110521HML	174.99	JUSE4570	164.99	KN1023232	139.99	KOA4NM1	159.99
DA13864	194.99	FIL680011	69.99	HO1110521ICW	174.99	JUSE4812	149.99	KN1024182	169.99	LC228040	184.99
DA13880	249.99	FIL680418	69.99	HO1110521PHW	174.99	JUSE4824	139.99	KN1024184	169.99	LC24009091	109.99
DA15161	179.99	FL358623TA-BLK	15.00	HO1110521WHT	174.99	KG145BL	4.99	KN1024185	174.99	LC302422	199.99
DA15340	159.99	FL5RM00665097	74.99	HO1129350BBLC	174.99	KG145BR	4.99	KN1024191	99.99	LC376121	149.99
DA15569	259.99	FL5RM00665253	74.99	HO1129350HML	174.99	KG154BL	4.99	KN1024195	99.99	LC644103	209.99
DA17311	299.99	FOMAXIMUM	42.99	HO1129350OTR	174.99	KG154BR	4.99	KN1024222	199.99	LF840601	89.99
DA17321	324.99	FOREINFORCED	39.95	HO1129351BBLC	174.99	KG163BL	4.99	KN1024569	156.00	LOCKLACE	9.99
DK3913787878	94.99	FOULTRA	39.95	HO1129351HML	174.99	KG163BR	4.99	KN1024570	151.13	LOCKLACEBRN	9.99
DK3950020202	149.99	FS11576-001	109.99	HO1129351WHT	174.99	KG-LACE-54	8.25	KN1024576	159.99	LS1031	299.99
DK3950070202	149.99	GA4274	179.99	HS10229	99.99	KN1006999	99.99	KN1024588	129.99	LSCCI-F2	49.99
DK3950320202	154.99	GA4374	187.99	HS20230	99.99	KN1007024	189.99	KN1024592	129.99	MCASPSTL	219.99
DK3950360202	154.99	GA4603	199.99	HS50238	124.99	KN1007969	184.99	KN1024604	119.99	MCHS000A	159.99
DK3950470202	149.99	GA6374	149.99	HS50406	99.99	KN1009709	189.99	KN1025241	119.99	MEGASOLE	24.99
DK3950481421	149.99	GA7313	119.99	HS60177	99.99	KN1011242	149.99	KN1025569	114.99	METGUARD	36.99
DK3950510202	94.99	GAGB00097	234.99	HS60203	129.99	KN1011243	149.99	KN1025570	99.99	MIXPX761	214.99
DK3950520202	94.99	GAGB00272	174.99	HS60242	149.99	KN1011244	179.99	KN1025637	109.99	MIXPX781	214.99
DK3950670202	149.99	GAGB00337	164.99	HS60466	149.99	KN1011357	189.99	KN1025638	109.99	MLJ004633	119.99
DK3959020202	149.99	GAGB00353	154.99	HS60542	99.99	KN1011869	21.99	KN1025723	109.99	MLJ004641	109.99
DK3959470202	149.99	GAGB00437	179.99	HS60700	129.99	KN1011870	21.99	KN1025724	109.99	MLJ005033	99.99
DK8703020200	94.99	GAGR530	134.99	HS60877	139.99	KN1012771	149.99	KN1026486	149.99	MLJ005035	99.99
DK8706351000	94.99	GGM1030	19.99	HS70120	99.99	KN1014600	149.99	KN1026487	149.99	MLJ005172	99.99
DMR10294201	99.99	GGM1600	29.99	HS70165	79.99	KN1014605	109.99	KN1026488	149.99	MLJ005471	154.99

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STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE
MLJ005481	99.99	N7118	109.99	NBMID412B1	99.99	ON87982	59.99	RY1570	159.99	SFSFC22782	49.99
MLJ005491	89.99	N7119	99.99	NBMID412G1	99.99	ON89682	44.99	RY2167	119.99	SFSFC23809	49.99
MLJ005684	99.99	N7120	109.99	NBMID626K2	94.99	ON89904	53.99	RY2173	134.99	SFSFC26819	49.99
MLJ005686	99.99	N7123	99.99	NBMID806K1	99.99	ON89908	57.99	RY5000	139.99	SFSFC28362	49.99
MLJ007853	121.99	N7125	74.99	NBMID806W1	99.99	PAM	24.99	RY5001	144.99	SFSFC28549	49.99
MLJ099304	124.99	N7127	116.99	NBMIDALLSBR	154.99	PAMESD	29.99	RY6114	179.99	SFSFC44871	49.99
MLJ099319	124.99	N7130	114.99	NBMIDCLBR	154.99	PAMPR	36.99	RY7114	159.99	SFSFC46198	49.99
MLJ11617	129.99	N7146	104.99	NBMIDEVOLBG	109.99	PKG3-W-PHOEN	230.00	RYFQ0005101	139.99	SFSFC5006	59.99
MLJ17535	69.99	N7164	109.99	NBMIDEVOLBO	109.99	PU632715	165.75	RYRKK0277	194.99	SFSFC67718	49.99
MLJ17763	124.00	N7221	94.99	NBMIDLOGIBL	99.99	PU640015	99.99	SAS2070013	174.99	SFSFC67730	49.99
MLJ37178	109.99	N7223	104.99	NBMIDLOGINA	124.99	PU640035	99.99	SAS2110013	209.99	SFSFCM39916	49.99
MLJ62382	79.99	N7225	59.99	NBMIDSPWRBL	124.99	PU640045	114.99	SAS2230013	189.99	SFSFCM43803	49.99
MLJ86593	109.99	N7228	119.99	NBMIDSPWROL	124.99	PU640115	99.99	SAS2680013	174.99	SG807	12.99
MW402109	124.99	N7244	119.99	NBMUFCCEHBG	119.99	PU640125	114.99	SAS3767860	244.99	SJ011179	46.99
MW424092	99.99	N7245	119.99	NBWID412P1	99.99	PU640145	114.99	SAS3776860	249.99	SK108003CHAR	89.99
MW429139	159.99	N7264	119.99	NBWID589T1	99.99	PU642855	114.99	SAS3791CAV	219.99	SK108004BLK	79.99
MW482072	124.99	N7286	114.99	NBWID626D2	49.99	PU642925	114.99	SB5050	57.99	SK108016BLK	84.99
MW500089	139.99	N7341	139.99	NBWID626K2	99.99	PU643415	99.99	SDC60320	114.99	SK108021PNK	89.99
MW538202	79.99	N7402	94.99	NBWID806G1	59.99	PU643835	119.99	SDC60321	109.99	SK108036BKMT	84.99
N1312	94.99	N7420	99.99	NBWID806P1	99.99	PU643845	129.99	SDC60322	99.99	SK108036BKTL	88.99
N1343	89.99	N7421	124.99	NBWIDEVOLBL	109.99	PU644655	134.99	SDC60324F	96.99	SK108036NVPK	88.99
N1393	89.99	N7451	124.99	NBWIDLOGIBLE	124.99	PUG00	51.80	SDC60325	96.99	SK108051BBK	49.99
N1420	99.99	N7452	139.99	NBWIDLOGIGR	124.99	RE3732	119.99	SDC60430	96.99	SK108051BKW	49.99
N1425	99.99	N7471	124.99	NBWUFCCEHAP	119.99	REDUSNPU	194.99	SDC60431	109.99	SK108051NVW	49.99
N1607	92.99	N7508	130.99	NBWUFCCEHBG	119.99	RFOA3FDS-BLA	41.99	SDC60432F	96.99	SK108051PKW	49.99
N1611	49.99	N7573	154.99	NBWX623WP	69.99	RFCI7923	45.99	SDC60433F	109.99	SK108063BLK	74.99
N1620	109.99	N7591	164.99	NCR1141	99.99	RFCI8521	45.99	SEN004	32.99	SK108127BLK	84.99
N1630	109.99	N7625	49.99	NS5055	60.00	RFG1140CRBLK	224.99	SEN-600	27.99	SK108144BBK	74.99
N1631	107.99	N7627	92.99	NS5071	50.00	RFG122CRGRA	199.99	SF201AF	3.25	SK108172BLK	104.99
N1652	92.99	N7675	84.99	NS5076	59.99	RFG1230CRBRN	189.99	SF202AF	3.25	SK108209BLK	74.99
N2489	104.99	N7712	104.99	OL21111	89.99	RFG1240CRBLK	204.99	SFE2306	109.99	SK108210BLK	79.99
N4041	99.99	N7751	99.99	ON5113155	34.99	RFG1275CBLK	204.99	SFE2307	119.99	SK108217BKRG	112.99
N4046	99.99	N8124	99.99	ON81011	39.99	RFG1290CRBLK	254.99	SFE2308	119.99	SK108261BLK	87.99
N4340	94.99	N8125	99.99	ON85324	24.99	RFG1340CBLK	204.99	SFE2640	109.99	SK108261GYOR	87.99
N4362	79.99	N8224	99.99	ON86010	17.99	RFG1954CRGLD	252.99	SFE2642	119.99	SK200045BRN	99.99
N4611	94.99	N8225	99.99	ON86104	44.99	RO12002XP	299.99	SFE2643	119.99	SK200062BLK	89.99
N4661	99.99	N8624	94.99	ON86622	45.99	RO12161XP	299.99	SFE2644	119.99	SK200065BKW	79.99
N5053	79.99	N8674	99.99	ON86779	42.99	RO12311XPJ	339.99	SFE2645	119.99	SK200091BRS	89.99
N711	119.99	N8675	89.99	ON87801	19.99	RO5628AG	229.99	SFE2646	109.99	SK200105BLK	86.99
N7116	89.99	NBM1080Y11	99.99	ON87981	24.99	RO5725AG	239.99	SFE2647	109.99	SK200164CDB	89.99

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CUSTOMER SPECIFIC SPECIAL PRICE

STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE
SK200171BLK	87.99	SRB061	89.99	SRM136	79.99	SRM265	119.99	SRM4500	94.99	SRM6240	59.99
SK200205BBK	79.99	SRB062	94.99	SRM140	59.99	SRM2650	119.99	SRM4660	99.99	SRM625	59.99
SK200206BKRD	104.99	SRB063	94.99	SRM1400	59.99	SRM2660	119.99	SRM4760	104.99	SRM6250	59.99
SK200211NVGY	99.99	SRB064	79.99	SRM156	59.99	SRM2670	119.99	SRM4780	129.99	SRM6350	79.99
SK200217BLK	89.99	SRB065	79.99	SRM1560	59.99	SRM2680	119.99	SRM479	104.99	SRM640	59.99
SK200220BLK	76.99	SRB066	79.99	SRM157	59.99	SRM285	114.99	SRM4790	104.99	SRM6400	59.99
SK200269BKGY	92.99	SRB1953	99.99	SRM1570	59.99	SRM2850	114.99	SRM4800	99.99	SRM6410	59.99
SK200270BKGY	107.99	SRB1954	99.99	SRM163	54.99	SRM295	139.99	SRM5000	112.99	SRM650	59.99
SK200270NTBK	107.99	SRB1955	99.99	SRM1630	54.99	SRM2950	139.99	SRM515	79.99	SRM6500	59.99
SK200298BKGY	107.99	SRB3200	99.99	SRM165	54.99	SRM2990	139.99	SRM5213CBLK	6.99	SRM651	54.99
SK200337BLK	87.99	SRB3201	99.99	SRM1650	54.99	SRM3000	89.99	SRM5213CWHT	6.99	SRM652	59.99
SK76455BLK	94.99	SRB3203	99.99	SRM166	69.99	SRM3020	89.99	SRM5214CBLK	6.99	SRM6520	59.99
SK76501BPT	74.99	SRB3204	109.99	SRM1660	69.99	SRM3030	64.99	SRM5214CWHT	6.99	SRM654	64.99
SK76536BLK	49.99	SRB3205	99.99	SRM167	49.99	SRM3050	89.99	SRM525	79.99	SRM6540	64.99
SK76988BRN	109.99	SRB3206	114.99	SRM1670	49.99	SRM3060	74.99	SRM534	19.99	SRM655	64.99
SK77055BKCC	84.99	SRB3210	79.99	SRM168	54.99	SRM3065	74.99	SRM540	79.99	SRM6550	64.99
SK77068BKCC	94.99	SRB3211	99.99	SRM1680	54.99	SRM3070	74.99	SRM544	59.99	SRM670	59.99
SK77156BLK	54.99	SRB3212	99.99	SRM170	59.99	SRM3080	89.99	SRM5510	109.99	SRM6700	59.99
SK77188BKW	79.99	SRB3213	99.99	SRM180	74.99	SRM3300	94.99	SRM554	84.99	SRM671	59.99
SK77188BLK	79.99	SRB3311	99.99	SRM1800	74.99	SRM3310	94.99	SRM555	84.99	SRM6710	59.99
SK77188CHAR	79.99	SRB3312	109.99	SRM188	84.99	SRM3350	94.99	SRM5555	37.99	SRM680	69.99
SK77188NVY	59.99	SRB3313	99.99	SRM1880	84.99	SRM3380	99.99	SRM560	89.99	SRM6800	69.99
SK77211BLK	59.99	SRB334	79.99	SRM190	29.99	SRM3390	94.99	SRM565	89.99	SRM750	29.99
SK77217BKW	69.99	SRB335	109.99	SRM2050	109.99	SRM350	69.99	SRM591	79.99	SRM7500	29.99
SK77235BLK	59.99	SRB336	109.99	SRM2060	109.99	SRM3500	84.99	SRM592	79.99	SRM770	39.99
SK77260GRY	79.99	SRB3507	94.99	SRM2090	104.99	SRM3540	84.99	SRM593	79.99	SRM7700	39.99
SK77260NVY	79.99	SRB950	99.99	SRM2160	129.99	SRM3700	89.99	SRM594	79.99	SRM7800	49.99
SK77281BKW	72.99	SRB951	69.99	SRM2170	134.99	SRM400	109.99	SRM600	49.99	SRM7900	49.99
SK77281BLU	59.99	SRB952	79.99	SRM2180	149.99	SRM404	109.99	SRM6000	49.99	SRM8200	79.99
SK77281CHAR	72.99	SRB970	89.99	SRM2190	149.99	SRM405	99.99	SRM602	49.99	SRM8300	69.99
SK77289NVY	79.99	SRK4573	104.99	SRM2200	119.99	SRM415	109.99	SRM6020	49.99	SRM8400	74.99
SKN1031437	154.99	SRK4574	99.99	SRM2210	119.99	SRM420	79.99	SRM603	49.99	SRM8450	69.99
SKN1031462	146.99	SRK4575	99.99	SRM2250	129.99	SRM4200	79.99	SRM6030	49.99	SRM900	114.99
SOF84720	3.99	SRK6585	114.99	SRM2260	129.99	SRM4210	79.99	SRM610	19.99	SRM905	114.99
SPSTS19556	110.00	SRK6595	114.99	SRM2290	129.99	SRM422	79.99	SRM6100	54.99	SRM9100	119.99
SRB030	94.99	SRM1111	19.99	SRM2350	129.99	SRM425	89.99	SRM615	49.99	SRM9110	119.99
SRB031	89.99	SRM130	79.99	SRM2400	114.99	SRM4250	89.99	SRM6150	49.99	SRM9150	124.99
SRB032	97.99	SRM131	79.99	SRM260	119.99	SRM4260	89.99	SRM620	49.99	SRM9160	124.99
SRB033	97.99	SRM132	79.99	SRM2600	119.99	SRM427	89.99	SRM6200	49.99	SRM9170	127.99
SRB035	94.99	SRM133	79.99	SRM2610	119.99	SRM4400	94.99	SRM624	59.99	SRM9190	139.99

CUSTOMER SPECIFIC SPECIAL PRICE

STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE
SRM920	109.99	SSK200367BLK	109.99	STMA2BWE	129.99	STMA6457V96	109.99	TG804-6201	239.99	TM33032	149.99
SRM9960	139.99	SSK200367CDB	109.99	STMA2BX1	129.99	STMA645UA3S	109.99	TG804-6290	139.99	TM33034	134.99
SRM9990	139.99	SSK200367TPE	109.99	STMA2R3Q	159.99	STMA645UA3T	109.99	TG804-6292	99.99	TM33046	129.99
SRMAT	119.99	SSK403BLK	49.99	STMA2R52	159.99	STMA64H3A1P	159.99	TG804-6293	99.99	TM38021	164.99
SRMAXSOLE	9.99	SSK405BKW	84.99	STMA2R6D	154.99	STMA64H3ELT	159.99	TG804-6449	99.99	TM40000	169.99
SRMWA01	39.99	SSK405NVAQ	84.99	STMA41PY	159.99	STMA64H3ES7	159.99	TG804-6905	99.99	TM40044	134.99
SRX90420	74.99	SSK406NVAQ	99.99	STMA41QN	159.99	STMA64HQA1P	149.99	TG808-6100	69.99	TM43TB302378T	16.00
SRX90421	74.99	SSK605NVBL	94.99	STMA41S9	154.99	STMA64HQELT	149.99	TG808-6200	87.75	TM47001	169.99
SRX90422	74.99	SSK606NVBL	104.99	STMA4259	129.99	STMA64JBES7	159.99	TG814-3266	149.99	TM47015	129.99
SRX90423	74.99	SSK8037BLK	104.99	STMA4279	129.99	STMA64JY754	149.99	TG814-4200	237.60	TM47019	174.99
SSK108096GYA	99.99	SSK8038BLK	99.99	STMA429Y	124.99	SVM30804	99.99	TG814-4201	229.99	TM47028	134.99
SSK108096NVA	99.99	SSK8038NVY	99.99	STMA42AY	124.99	SVM30805	99.99	TG831-6031	94.99	TM47592	179.99
SSK108097GYA	104.99	SSK8174BLK	89.99	STMA42CY	124.99	SVM30806F	99.99	TG834-6041	94.99	TM50507	149.99
SSK108097LBPK	104.99	SSK8175BLK	79.99	STMA44A9	129.99	SVM30807	89.99	TG834-6134	135.99	TM52561	184.99
SSK108097NVA	104.99	SSK8347BLK	94.99	STMA44B9	129.99	SVM30808F	89.99	TG834-6385	129.99	TM52562	169.99
SSK108098BPK	104.99	SSK8348BLK	79.99	STMA44EN	149.99	SW1160	129.99	TG834-6386	124.99	TM53359	149.99
SSK108098GYP	104.99	SSK8435BLK	94.99	STMA44FE	149.99	SWW080126	134.99	TG834-6522	87.99	TM53531	259.99
SSK108160BLK	79.99	SSK8435NVY	94.99	STMA44HY	109.99	SWW080148	129.99	TG834-6523	87.99	TM53534	119.99
SSK108160GRY	79.99	SSK8436BLK	102.99	STMA44JY	109.99	SWW080149	134.99	TG834-6906	149.99	TM63189	129.99
SSK108160LTBL	79.99	SSK8436NVY	102.99	STMA44N1	144.99	SWW081004	139.99	TG834-6908	174.99	TM65016	169.99
SSK108160NVY	79.99	SSK9149BLK	99.99	STMA44N9	144.99	SWW081005	134.99	THOTIC	49.99	TM65030	144.99
SSK108160PNK	79.99	SSK9740BKW	39.99	STMA5MEP	154.99	TG534-6908	174.99	TI26256	119.99	TM85590	139.99
SSK108173BLK	89.99	SSK9740NVW	39.99	STMA5MFA	154.99	TG804-3320	259.99	TI28259	119.99	TM85591	119.99
SSK108192BKW	119.99	SSK9764BBK	59.99	STMA5MPT	134.99	TG804-3554	384.99	TI35211	44.99	TM85594	189.99
SSK108192CHA	119.99	STMA1V48	154.99	STMA5NCP	134.99	TG804-3600	279.99	TI77253	149.99	TM86515	134.99
SSK108193BLK	79.99	STMA1W52	159.99	STMA5NKJ	134.99	TG804-3696	269.99	TI93255	79.99	TM87528	129.99
SSK108215BLK	84.99	STMA1W6B	159.99	STMA5NQK	109.99	TG804-3800	274.99	TM12909	130.00	TM89604	199.99
SSK108284BLK	79.99	STMA1W6M	154.99	STMA5TDH	159.99	TG804-4200	239.99	TM15845	75.00	TM89628	229.99
SSK108284LAV	79.99	STMA1WDJ	164.99	STMA5YU3	129.99	TG804-4208	244.99	TM219986TD-BL	12.00	TM89652	199.99
SSK108284OLV	79.99	STMA1WDU	164.99	STMA5YUQ	129.99	TG804-4243	159.99	TM219986TD-W	14.99	TM89697	199.99
SSK108284ROS	79.99	STMA1X7R	129.99	STMA5YVB	129.99	TG804-4291	134.99	TM26038	169.99	TM90646	189.99
SSK108284SLT	79.99	STMA1X83	99.99	STMA5YVY	129.99	TG804-4296	139.99	TM26063	149.99	TM90667	109.99
SSK200148NVBL	109.99	STMA1X8E	99.99	STMA6418EM4	129.99	TG804-4330	264.99	TM26064	149.99	TM91621	19.99
SSK200232BLK	89.99	STMA1XPD	124.99	STMA6423EM4	164.99	TG804-4364	239.99	TM26078	169.99	TM91694	139.99
SSK200252BLK	119.99	STMA1XQX	119.99	STMA6423W02	164.99	TG804-4372	199.99	TM26388	129.99	TM92615	199.99
SSK200252WTN	119.99	STMA1XRK	99.99	STMA642QEM4	154.99	TG804-4375	239.99	TM302353TD	17.99	TM92641	219.99
SSK200253BLK	79.99	STMA1XS7	99.99	STMA642QW02	154.99	TG804-4378	249.99	TM302378TD-M0	14.99	TM92649	99.99
SSK200289BLK	84.99	STMA1XTG	99.99	STMA643BEM4	159.99	TG804-4478	239.99	TM302379TD-M0	14.99	TM92669	99.99
SSK200366BLK	99.99	STMA21AV	124.99	STMA643BW02	159.99	TG804-6190	149.99	TM33030	139.99	TM92671	219.99
SSK200366CDB	99.99	STMA22NY	124.99	STMA6457EDK	109.99	TG804-6191	154.99	TM33031	144.99	TM95567	199.99

CUSTOMER SPECIFIC SPECIAL PRICE

STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE
TMA11QF	129.99	TMA4115	169.99	TWMXBAW01	219.99	WGFR40601F	134.99	WGRB1067	129.99	WGRB4050	109.99
TMA172T	194.99	TMA42FY	170.63	TWMXBN001	209.99	WGFS2000	119.99	WGRB1068	139.99	WGRB4051	119.99
TMA1B6U	124.99	TMA5NST	124.99	TWMXBN004	209.99	WGFS2005	119.99	WGRB143	129.99	WGRB4059	119.99
TMA1B7F	129.99	TMA5PKE	119.99	TWMXCC001	174.99	WGFS2023	119.99	WGRB156	104.99	WGRB406	119.99
TMA1GHM	139.99	TMA5PMP	109.99	TWMXCNM01	194.99	WGFS2031	119.99	WGRB1910	89.99	WGRB4063	99.99
TMA1GT9	124.99	TMA5PV4	75.00	TWSMUMXBNW	239.99	WGFS208	69.99	WGRB212	94.99	WGRB4131	114.99
TMA1HQL	179.99	TMA5PWC	185.00	TWWDMCTM1	139.99	WGFS2325	134.99	WGRB249	119.99	WGRB4132	109.99
TMA1I4S	99.99	TMA5QZE	159.99	TWWDMST01	134.99	WGFS2326	134.99	WGRB259	114.99	WGRB4133	114.99
TMA1JYQ	129.99	TMA5RMX	109.99	TWWLCA001	149.99	WGFS2330	99.99	WGRB3031	124.99	WGRB4141	124.99
TMA1KIT	159.99	TMA5RRP	129.99	TWWLCS003	199.99	WGFS240	119.99	WGRB309	124.99	WGRB4143	144.99
TMA1KN8	79.99	TMA5RSX	119.99	TWWXBN001	189.99	WGFS2400	124.99	WGRB312	129.99	WGRB4144	132.99
TMA1ORE	39.99	TMA5RTJ	109.99	UA1276375	99.99	WGFS2416	79.99	WGRB314	99.99	WGRB415	114.99
TMA1Q2W	154.99	TMA5U4Y	179.99	UA3024894-302	65.00	WGFS2473	147.40	WGRB315	119.99	WGRB4154	99.99
TMA1Q54	169.99	TMA5UVU	129.99	UA3024947	119.99	WGFS2600	79.99	WGRB317	129.99	WGRB4160	109.99
TMA1Q8D	119.99	TMA5WHB	159.99	UA3025793-002	69.99	WGFS2623	119.99	WGRB3214	129.99	WGRB4161	119.99
TMA1RU5	129.99	TMA5WPB	149.99	UA3028318	136.99	WGFS2630	129.99	WGRB3240	114.99	WGRB4162	109.99
TMA1RVS	174.99	TMA5WSF	119.99	UA375329TD-001	15.00	WGFS2650	129.99	WGRB3317	123.20	WGRB4166	119.99
TMA1RW4	149.99	TMA5YFU	159.99	UA375329TD-600	15.00	WGFS2762	114.99	WGRB3400	129.99	WGRB417	149.99
TMA1V98015	19.99	TMA66JQEM4	249.99	UA375579TD-970	15.00	WGG1240	49.99	WGRB3401	129.99	WGRB4177	149.99
TMA1VFJ	99.99	TMA66KYEM4	239.99	UA375584TD-670	15.00	WGIA0120-1	199.99	WGRB3450	139.99	WGRB423	109.99
TMA1XFX	209.99	TMA6763EDV	164.99	UA376172TD-970	15.00	WGIA0163	119.99	WGRB3461	159.99	WGRB4250	119.99
TMA1XJP	179.99	TMA6763EDX	164.99	W69412	2.00	WGIA0195	154.99	WGRB3481	129.99	WGRB429	99.99
TMA1XK1	179.99	TMA67NQEEM	134.99	W69413	2.00	WGIA5014	134.99	WGRB3482	129.99	WGRB430	99.99
TMA1ZA2	99.99	TMA67NQY55	134.99	W69414	2.00	WGIA5016	109.99	WGRB3484	147.40	WGRB4301	99.99
TMA1ZC9	165.75	TMA67PBEDA	134.99	W69415	2.00	WGIA5018	129.99	WGRB354	99.99	WGRB4302	99.99
TMA21QA	139.99	TMT101288	34.99	W69416	2.00	WGIA5090	159.50	WGRB358	123.20	WGRB4310	129.99
TMA225Q	149.99	TR305204	134.99	W69417	2.00	WGIA5150	89.99	WGRB3607	123.20	WGRB4311	129.99
TMA2297	199.99	TR305205BLK	139.99	W69418	2.00	WGIA5730	74.99	WGRB365	109.99	WGRB4312	134.99
TMA24BH	189.99	TR608115BLK	119.99	W69419	2.00	WGIA965	134.99	WGRB382	129.99	WGRB4314	109.99
TMA25F5	199.99	TR608285BLK	139.99	WGFE2020	134.99	WGIA9650	134.99	WGRB383	127.99	WGRB4317	129.99
TMA27WT	119.99	TR915507	208.99	WGFE244	99.99	WGB3501	112.99	WGRB384	139.99	WGRB4327	169.99
TMA283H	124.99	TWMCAAW01	129.99	WGFE2440	99.99	WGB4039	134.99	WGRB4015	112.99	WGRB4333	159.99
TMA2844	124.99	TWMCAN003	99.99	WGFE690	149.99	WGB4041	129.99	WGRB4035	109.99	WGRB434	124.99
TMA28QQ	199.99	TWMDMSM01	139.99	WGFF247	16.99	WGRB036	114.99	WGRB4036	117.99	WGRB435	109.99
TMA29FB	114.99	TWMDMST01	139.99	WGFP8125	151.99	WGRB039	114.99	WGRB4039	117.99	WGRB4360	139.99
TMA29G9	249.99	TWMHKBCW1	179.99	WGFR40103	194.99	WGRB041	109.99	WGRB4040	119.99	WGRB437	169.99
TMA29JP	119.99	TWMLCS001	149.99	WGFR40201	199.99	WGRB044	109.99	WGRB4041	109.99	WGRB4442	106.99
TMA2MTA	117.00	TWMLCSM01	209.99	WGFR40202	199.99	WGRB045	114.99	WGRB4042	109.99	WGRB4443	124.99
TMA2PKQ	99.99	TWMXBA001	149.99	WGFR40501F	132.00	WGRB046	109.99	WGRB4043	119.99	WGRB4450	99.99
TMA2QVU	164.99	TWMXBA006	214.99	WGFR40502F	114.99	WGRB049	131.99	WGRB4049	129.99	WGRB455	124.99

CUSTOMER SPECIFIC SPECIAL PRICE

STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE
WGRB4555	99.99	WGRK762	132.00	WW10653	179.99	WW221022	144.99	XEHZTN1	189.99		
WGRB460	129.99	WGRK774	99.99	WW10680	124.99	WW221032	129.99	XEOMBL1	189.99		
WGRB464	109.99	WGRK777	124.99	WW10694	89.99	WW221041	144.99	XEOMBO1	189.99		
WGRB4671	89.99	WGRK800	89.99	WW10702	129.99	WW231013	149.99	XEROBL1	189.99		
WGRB491	114.99	WGV30110	109.99	WW10706	187.99	WW231015	134.99	XESPBL1	199.99		
WGRB492	124.99	WGV30110F	109.99	WW10717	175.50	WW231016	151.13	XEVABL1	199.99		
WGRB516	99.99	WGV30117	109.99	WW10791	139.99	WW231018	119.99	XEVACB1	199.99		
WGRB517	99.99	WGV30232	114.99	WW10924	99.99	WW231085	149.99				
WGRB655	149.99	WGV30232F	114.99	WW10926	149.99	WW231099	149.99				
WGRB6750	109.99	WGV30239	137.99	WW10942	219.99	WW231103	129.99				
WGRB6765	154.99	WGV30244	129.80	WW10945	214.99	WW231109	139.99				
WGRB7005	149.99	WGV30244F	129.80	WW191044	209.99	WW231117	129.99				
WGRB750	124.99	WGV30468	109.99	WW200158	99.99	WW240008	114.99				
WGRB7755	149.99	WGV30471	112.99	WW201175	169.99	WW2406	99.99				
WGRB8674	139.99	WGV30617F	117.99	WW201178	119.99	WW241169	154.99				
WGRB8694	143.99	WGV30802	109.99	WW201218	149.99	WW3108	99.99				
WGRB8807	149.99	WGV30802F	109.99	WW20172	79.99	WW3120	174.99				
WGRB9402	145.20	WGV30809	104.99	WW2053	149.99	WW3511	154.99				
WGRBMT	20.00	WGV30809F	104.99	WW210000	99.99	WW4306	119.99				
WGRK2151	104.99	WIL001	39.99	WW210076	99.99	WW4451	49.99				
WGRK4691	134.99	WIL002	39.99	WW210081	169.99	WW5679	149.99				
WGRK500	99.99	WIL003	39.99	WW211000	99.99	WW5680	159.99				
WGRK5710	129.99	WIL004	39.99	WW211005	99.99	WW5685	39.99				
WGRK5715	129.99	WIL005	39.99	WW211006	99.99	WW5698	129.99				
WGRK600	99.99	WIL006	39.99	WW211007	99.99	WW8399	134.99				
WGRK634	144.99	WIL007	39.99	WW211016	129.99	WW91100270	13.00				
WGRK643	114.99	WLV91102670-10	18.00	WW211020	134.99	WW91102670	18.00				
WGRK644	114.99	WSS3001-001	20.00	WW211022	169.99	WZM612-BL	119.99				
WGRK6635	144.99	WW080030	109.99	WW211042	124.99	WZN401-BL	74.99				
WGRK670	124.99	WW080062	119.99	WW211043	124.99	WZN440-BL	84.99				
WGRK6710	149.60	WW080157	199.99	WW211128	169.99	WZN640-BL	94.99				
WGRK6736	114.99	WW10180	99.99	WW211129	179.99	WZS401-BL	89.99				
WGRK6737	99.99	WW10181	129.99	WW211130	179.99	WZS470-BL	79.99				
WGRK6741	119.99	WW10314	169.99	WW211161	169.99	WZS623-BL	125.00				
WGRK6748	134.99	WW10315	119.99	WW211165	189.99	WZS660-BR	102.50				
WGRK676	114.99	WW10316	189.99	WW211171	99.99	WZS852-BR	114.99				
WGRK6761	134.99	WW10318	179.99	WW211176	129.99	WZS997-BRN	125.00				
WGRK751	109.99	WW10364	110.99	WW221011	184.99	XEGRBL3	184.99				
WGRK753	114.99	WW10632	119.99	WW221018	109.99	XEGRBT1	159.99				
WGRK761	124.30	WW10633	119.99	WW221019	134.99	XEGRCG3	184.99				

E. The parties understand that the 1199 SEIU Greater New York Education Fund will be held and managed under the terms and provisions of an Agreement and Declaration of Trust executed in connection with the said Fund, as the same from time to time might be amended, copies of which are on file with the Union and the Employer, although they may have the right to do so, shall be under no obligation to see to the application of monies paid to the Fund; The Fund shall submit annually to the Employer and to the Union a report respecting the application of the monies received by it and the benefits paid.

ARTICLE 30

CHILDCARE

The Employer shall become a contributing Employer effective December 31, 2008, and contribute to the 1199 Child Care Fund each month in an amount equal to one-half of one percent (.5%) of the bargaining unit gross payroll of its Employees to provide child care and youth programs for 1199 members' children.

ARTICLE 31

UNIFORMS

Section 1. The Employer shall provide, ~~laundry and maintain~~ any uniforms which it requires Employees to wear.

Section 2.

Effective: January 1st, 2025 The uniform allowance shall be replaced with a Safety Shoe Program allowance for the purchase of certified appropriate footwear through an approved safety shoe vendor. The annual \$160 maximum safety shoe allowance per employee shall be administered through the facility which will place the orders and pay the invoices. All footwear worn by Employees shall be ordered through this process. Only certified and approved footwear shall be worn by Employees of the Nursing Home in accordance with industry safety standards. Management and Designated Union Members shall meet annually to review and discuss the matter of uniforms.

ARTICLE 32

PARKING

The Employer shall provide free parking for all Employees, where such parking is available.

ARTICLE 33

PAYCHECKS

Section 1.

Pay Period: All Employees are paid on a weekly basis. Checks will be distributed each Thursday

ASTM's Game Changing Update

Those of us in the footwear industry have long been advocating for a true ASTM standard to determine when a shoe can be labeled "Slip Resistant." After years of manufacturers providing customers with their own slip-resistance rating info using the Mark II, James, and SATRA testing methods (among others), ASTM has stepped up to the plate with an update to their latest standard.

The new ASTM testing standards use whole shoe testing on both the front and heel sections to better replicate slip resistance in a real-world environment.

Safety footwear brands will adopt this new testing methodology and labeling standard over the next 12 months.

ASTM F2913-24 IN A NUTSHELL

The new ASTM F2913-24 testing method breaks the testing down into two categories: **SR** and **SRO**, both of which are performed on quarry tile.

- **SR** testing focuses on performance in wet and dry conditions with a minimum COF requirement of 0.40.
- **SRO** testing focuses on performance not only in wet and dry conditions, but also oily/wet conditions with a minimum COF requirement of 0.33.

This was previously referred to as 'high soil' oily/wet in other testing methodologies.

Throughout 2025 we'll update our ASTM markings online as we receive testing data from manufacturers.

As always at Saf-Gard we're here to help! Feel free to reach out to your sales representative if you have any additional questions about these new slip resistance standards.

NEW ASTM LABELING

There are multiple labels to look out for, which all depend on the various safety properties of the shoes.

**ASTM
F2445-24 SR**
OR
**ASTM F2445-
24 SRO**

A soft toe, slip-resistant shoe with no other safety properties.

**ASTM F2413-
24 I/C EH SR**
OR
**ASTM F2413-
24 I/C EH SRO**

An EH rated, slip-resistant safety toe shoe.

**ASTM F2892-
24 EH SR**
OR
**ASTM F2892-
24 EH SRO**

An EH rated, slip-resistant soft toe shoe.



Saf-Gard
SAFETY SHOE COMPANY

 SRM2400 (Men's) 1	 SRM2600 (Men's) 2	 SRM2610 (Men's) 3	 SRM3380 (Men's) 4	 SRM9100 (Men's) 5
 SRM9110 (Men's) 6	 STMA44HY (Men's) 7	 STMA44JY (Men's) 8	 STMAIV48 (Men's) 9	 STMAIW6M (Men's) 10
 STMA4IS9 (Men's) 11	 SRM4800 (Men's) 12	 STMA2BWE (Men's) 13	 SRB3204 (Men's) 14	 SWW080149 (Men's) 15
 SRM1650 (Men's) 16	 SRM1400 (Men's) 17	 SRM1660 (Men's) 18	 SRM4200 (Men's) 19	 SRM4210 (Men's) 20
 SRM6150 (Men's) 21	 SRM6250 (Men's) 22	 SRM6350 (Men's) 23	 SRM6550 (Men's) 24	 STMAIXQX (Men's) 25
 STMA429Y (Men's) 26	 STMA42AY (Men's) 27	 STMA5YVB (Men's) 28	 SRB3201 (Men's) 29	 SRB3205 (Men's) 30
 SRB3311 (Men's) 31	 SK200205BBK (Men's) 32	 SSK200253BLK (Men's) 33	 SSK200232BLK (Men's) 34	 SSK8038BLK (Men's) 35

  SSK8038NVY (Men's) 36	  SSK9149BLK (Men's) 37	  NBMID626K2 (Men's) 38	  CR209475-0WC (Men's) 39	  SRM3000 (Men's) 40
  SRM1800 (Men's) 41	  SRM4500 (Men's) 42	  SRM6500 (Men's) 43	  SRM6520 (Men's) 44	  SRM6710 (Men's) 45
  SVM30807 (Men's) 46	  SFE2640 (Men's) 47	  SRM3050 (Men's) 48	  SRM3350 (Men's) 49	  SRM3500 (Men's) 50
  SFE2647 (Men's) 51	  SRM260 (Women's) 52	  STMA2R6D (Women's) 53	  SRM165 (Women's) 54	  SRM655 (Women's) 55
  SRM140 (Women's) 56	  SRM156 (Women's) 57	  SRM157 (Women's) 58	  SRM166 (Women's) 59	  SRM420 (Women's) 60
  SRM422 (Women's) 61	  SRM615 (Women's) 62	  SRM620 (Women's) 63	  SRM625 (Women's) 64	  STMA1XTG (Women's) 65
  STMA5YU3 (Women's) 66	  STMA5YUQ (Women's) 67	  SRB033 (Women's) 68	  SRB064 (Women's) 69	  SRB334 (Women's) 70

SK77211BLK (Women's)

71

SSK108096GYAQ (Women's)

72

SSK108096NVAQ (Women's)

73

SSK8435BLK (Women's)

74

SSK8435NVY (Women's)

75

SSK108160BLK (Women's)

76

SSK108193BLK (Women's)

77

SSK403BLK (Women's)

78

SSK405BKW (Women's)

79

SSK405NVAQ (Women's)

80

SSK8175BLK (Women's)

81

SSK8347BLK (Women's)

82

SSK8348BLK (Women's)

83

SRM180 (Women's)

84

SRM400 (Women's)

85

SRM650 (Women's)

86

SRM651 (Women's)

87

SRM652 (Women's)

88

SRM671 (Women's)

89

SSK108215BLK (Women's)

90

SVM30808F (Women's)

91

SRM560 (Women's)

92

SRM565 (Women's)

93

SRM132 (Women's)

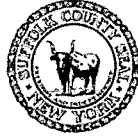
94

SRM8450 (Unisex)

95

STANDARD SIZE CONVERSIONS

Need Women's Size:	6	6.5	7	7.5	8	8.5	9	9.5	10	11
Order Men's Size:	4	4.5	5	5.5	6	6.5	7	7.5	8	9

COUNTY OF SUFFOLK**EDWARD P. ROMAINÉ**
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS**CHARLES J. BARTHA, P.E.**
COMMISSIONER**LESLIE A. MITCHEL**
DEPUTY COMMISSIONER**MICHAEL J. MONAGHAN, P.E.**
CHIEF DEPUTY COMMISSIONER**DARNELL TYSON, P.E.**
DEPUTY COMMISSIONER

NOTICE OF CONTRACT

UPDATED PRICE SHEET EFFECTIVE 3/28/25

ANNUAL REQUIREMENTS SAFETY SHOES
CONTRACT:**COMMODITY CODE:** 80072**CONTRACT #:** SS080322**INITIATING DEPT:** PKS
7110**OPENING DATE:** 06-28-2022**PERIOD OF CONTRACT:** 08-03-2024 **THROUGH** 08-02-2025**BID #:** 22/0224LWI**VENDOR:** SAF-GARD SAFETY SHOE CO.
2701 PATTERSON STREET
GREENSBORO NC 27407**VENDOR ID:** VC0038251**CONTACT:** HARRY CRAFT**PHONE:** 313-269-4768**FAX:** 401-405-0835**EMAIL:** hcrafft@safgard.com**ADDITIONAL VENDORS:** [CLICK HERE](#)**DETAIL PAGE:** [CLICK HERE](#)**ATTACHMENT:****DELIVERY:** FOB - DESTINATION**POLITICAL SUBDIVISIONS:** THIS CONTRACT IS AVAILABLE FOR USE BY OTHER MUNICIPALITIES**FOR FURTHER INFORMATION** JEANETTE HICKEY
CONTACT PURCHASING AGENT: 631-852-5220

03-28-2025

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER**335 YAPHANK AVENUE****YAPHANK, N.Y. 11980****(631) 852-5196**
FAX (631) 852-5221

[Return to Contract List](#)

[Return to Search Page](#)

10% MINIMUM DISCOUNT WITH DEEPER DISCOUNTS ON SELECT STYLES FROM:					
SAF-GARD 2024 CATALOG					
PRICE LIST EFFECTIVE 3/28/2025					
FOR SHOE MOBILE SERVICE CONTACT Ken Herbaugh @ 412-715-4490 (or) kherbaugh@safgard.com					
USING AGENCIES MUST CONTACT VENDOR FOR COPIES OF CATALOG.					

Catalog	Name	Style	Brand Name	Suffolk Net Price (effective March 2025)	Saf-Gard Retail (March 2025)	\$ Discount	% Discount
Saf-Gard	SUFFOLK CO	04052	HYTEST FOOTREST	\$239.99	\$304.00	\$64.01	21.1%
Saf-Gard	SUFFOLK CO	04055	HYTEST	\$239.99	\$304.00	\$64.01	21.1%
Saf-Gard	SUFFOLK CO	04065	HYTEST	\$99.99	\$260.00	\$160.01	61.5%
Saf-Gard	SUFFOLK CO	04321	HYTEST	\$269.99	\$342.00	\$72.01	21.1%
Saf-Gard	SUFFOLK CO	05002	POWER STEP	\$20.00	\$25.00	\$5.00	20.0%
Saf-Gard	SUFFOLK CO	05040	HUSHPUPIES PROFESSIONALS	\$134.99	\$176.00	\$41.01	23.3%
Saf-Gard	SUFFOLK CO	10043	HYTEST	\$99.99	\$131.00	\$31.01	23.7%
Saf-Gard	SUFFOLK CO	10071	HYTEST	\$109.99	\$185.00	\$75.01	40.5%
Saf-Gard	SUFFOLK CO	10091	HYTEST	\$129.99	\$166.00	\$36.01	21.7%
Saf-Gard	SUFFOLK CO	10100	HYTEST FOOTREST	\$129.99	\$166.00	\$36.01	21.7%
Saf-Gard	SUFFOLK CO	10113	HYTEST	\$114.99	\$150.00	\$35.01	23.3%
Saf-Gard	SUFFOLK CO	10119	HYTEST	\$114.99	\$150.00	\$35.01	23.3%
Saf-Gard	SUFFOLK CO	10190	HYTEST	\$89.99	\$135.00	\$45.01	33.3%
Saf-Gard	SUFFOLK CO	10210	HYTEST	\$99.99	\$192.00	\$92.01	47.9%
Saf-Gard	SUFFOLK CO	10750	HYTEST	\$99.99	\$105.00	\$5.01	4.8%
Saf-Gard	SUFFOLK CO	10751	HYTEST	\$99.99	\$130.00	\$30.01	23.1%
Saf-Gard	SUFFOLK CO	10781	HYTEST	\$104.99	\$137.00	\$32.01	23.4%
Saf-Gard	SUFFOLK CO	10800	HYTEST	\$119.99	\$162.00	\$42.01	25.9%
Saf-Gard	SUFFOLK CO	10961	HYTEST FOOTREST	\$99.99	\$202.00	\$102.01	50.5%
Saf-Gard	SUFFOLK CO	10970	HYTEST FOOTREST	\$119.99	\$188.00	\$68.01	36.2%
Saf-Gard	SUFFOLK CO	11029	HYTEST	\$109.99	\$140.00	\$30.01	21.4%
Saf-Gard	SUFFOLK CO	11170	HYTEST	\$79.99	\$144.00	\$64.01	44.5%
Saf-Gard	SUFFOLK CO	11192	HYTEST	\$99.99	\$147.00	\$47.01	32.0%
Saf-Gard	SUFFOLK CO	11200	HYTEST	\$124.99	\$169.00	\$44.01	26.0%
Saf-Gard	SUFFOLK CO	11280	HYTEST	\$119.99	\$170.00	\$50.01	29.4%
Saf-Gard	SUFFOLK CO	11430	HYTEST	\$99.99	\$118.00	\$18.01	15.3%
Saf-Gard	SUFFOLK CO	11500	HYTEST	\$119.99	\$156.00	\$36.01	23.1%
Saf-Gard	SUFFOLK CO	11502	HYTEST	\$119.99	\$170.00	\$50.01	29.4%
Saf-Gard	SUFFOLK CO	11509	HYTEST	\$129.99	\$170.00	\$40.01	23.5%
Saf-Gard	SUFFOLK CO	11729	HYTEST	\$144.99	\$189.00	\$44.01	23.3%
Saf-Gard	SUFFOLK CO	12011	HYTEST	\$149.99	\$196.00	\$46.01	23.5%
Saf-Gard	SUFFOLK CO	12050	YAKTRAX	\$19.99	\$25.00	\$5.01	20.0%
Saf-Gard	SUFFOLK CO	12071	HYTEST	\$129.99	\$204.00	\$74.01	36.3%
Saf-Gard	SUFFOLK CO	12170	HYTEST	\$164.99	\$215.00	\$50.01	23.3%
Saf-Gard	SUFFOLK CO	12191	HYTEST	\$99.99	\$208.00	\$108.01	51.9%
Saf-Gard	SUFFOLK CO	12200	HYTEST	\$89.99	\$195.00	\$105.01	53.9%
Saf-Gard	SUFFOLK CO	12220	HYTEST	\$149.99	\$190.00	\$40.01	21.1%
Saf-Gard	SUFFOLK CO	12222	HYTEST	\$119.99	\$152.00	\$32.01	21.1%
Saf-Gard	SUFFOLK CO	12250	HYTEST	\$194.99	\$253.00	\$58.01	22.9%
Saf-Gard	SUFFOLK CO	12251	HYTEST	\$194.99	\$253.00	\$58.01	22.9%
Saf-Gard	SUFFOLK CO	12253	HYTEST	\$199.99	\$274.00	\$74.01	27.0%
Saf-Gard	SUFFOLK CO	12254	HYTEST	\$149.99	\$248.00	\$98.01	39.5%
Saf-Gard	SUFFOLK CO	12320	HYTEST	\$129.99	\$176.00	\$46.01	26.1%
Saf-Gard	SUFFOLK CO	12323	HYTEST	\$99.99	\$127.00	\$27.01	21.3%
Saf-Gard	SUFFOLK CO	12329	HYTEST	\$129.99	\$170.00	\$40.01	23.5%
Saf-Gard	SUFFOLK CO	12441	HYTEST	\$149.99	\$195.00	\$45.01	23.1%
Saf-Gard	SUFFOLK CO	12451	HYTEST	\$179.99	\$235.00	\$55.01	23.4%
Saf-Gard	SUFFOLK CO	12469	5.11	\$129.99	\$166.00	\$36.01	21.7%
Saf-Gard	SUFFOLK CO	12480	HYTEST	\$169.99	\$221.00	\$51.01	23.1%
Saf-Gard	SUFFOLK CO	12481	HYTEST	\$169.99	\$235.00	\$65.01	27.7%
Saf-Gard	SUFFOLK CO	12561	HYTEST	\$109.99	\$156.00	\$46.01	29.5%
Saf-Gard	SUFFOLK CO	12571	HYTEST	\$149.99	\$190.00	\$40.01	21.1%
Saf-Gard	SUFFOLK CO	13005	YAKTRAX	\$19.99	\$25.00	\$5.01	20.0%
Saf-Gard	SUFFOLK CO	13121	HYTEST FOOTREST	\$124.99	\$250.00	\$125.01	50.0%
Saf-Gard	SUFFOLK CO	13180	HYTEST	\$99.99	\$183.00	\$83.01	45.4%
Saf-Gard	SUFFOLK CO	13200	HYTEST	\$179.99	\$235.00	\$55.01	23.4%
Saf-Gard	SUFFOLK CO	13209	HYTEST	\$174.99	\$223.00	\$48.01	21.5%
Saf-Gard	SUFFOLK CO	13212	HYTEST	\$174.99	\$204.00	\$29.01	14.2%
Saf-Gard	SUFFOLK CO	13232	HYTEST	\$146.99	\$187.00	\$40.01	21.4%
Saf-Gard	SUFFOLK CO	13249	HYTEST	\$99.99	\$127.00	\$27.01	21.3%
Saf-Gard	SUFFOLK CO	13261	HYTEST	\$139.99	\$183.00	\$43.01	23.5%
Saf-Gard	SUFFOLK CO	13310	HYTEST	\$89.99	\$182.00	\$92.01	50.6%
Saf-Gard	SUFFOLK CO	13371	HYTEST	\$69.99	\$208.00	\$138.01	66.4%
Saf-Gard	SUFFOLK CO	13401	HYTEST	\$174.99	\$223.00	\$48.01	21.5%
Saf-Gard	SUFFOLK CO	13450	HYTEST	\$149.99	\$222.00	\$72.01	32.4%
Saf-Gard	SUFFOLK CO	13497	HYTEST	\$114.99	\$147.00	\$32.01	21.8%
Saf-Gard	SUFFOLK CO	13500	HYTEST	\$164.99	\$215.00	\$50.01	23.3%
Saf-Gard	SUFFOLK CO	13540	HYTEST	\$179.99	\$235.00	\$55.01	23.4%
Saf-Gard	SUFFOLK CO	13562	HYTEST FOOTREST	\$209.99	\$274.00	\$64.01	23.4%

Saf-Gard	SUFFOLK CO	13571	HYTEST	\$149.99	\$196.00	\$46.01	23.5%
Saf-Gard	SUFFOLK CO	13610	HYTEST	\$169.99	\$222.00	\$52.01	23.4%
Saf-Gard	SUFFOLK CO	13620	HYTEST	\$124.99	\$163.00	\$38.01	23.3%
Saf-Gard	SUFFOLK CO	13621	HYTEST	\$129.99	\$170.00	\$40.01	23.5%
Saf-Gard	SUFFOLK CO	13641	HYTEST FOOTREST	\$119.99	\$153.00	\$33.01	21.6%
Saf-Gard	SUFFOLK CO	13651	HYTEST	\$109.99	\$140.00	\$30.01	21.4%
Saf-Gard	SUFFOLK CO	13671	HYTEST	\$99.99	\$172.00	\$72.01	41.9%
Saf-Gard	SUFFOLK CO	13721	HYTEST	\$109.99	\$175.00	\$65.01	37.1%
Saf-Gard	SUFFOLK CO	13750	HYTEST	\$114.99	\$150.00	\$35.01	23.3%
Saf-Gard	SUFFOLK CO	13751	HYTEST	\$114.99	\$150.00	\$35.01	23.3%
Saf-Gard	SUFFOLK CO	13780	HYTEST	\$109.99	\$115.00	\$5.01	4.4%
Saf-Gard	SUFFOLK CO	13781	HYTEST	\$114.99	\$150.00	\$35.01	23.3%
Saf-Gard	SUFFOLK CO	13810	HYTEST	\$149.99	\$208.00	\$58.01	27.9%
Saf-Gard	SUFFOLK CO	13860	HYTEST	\$154.99	\$202.00	\$47.01	23.3%
Saf-Gard	SUFFOLK CO	13890	HYTEST	\$149.99	\$209.00	\$59.01	28.2%
Saf-Gard	SUFFOLK CO	13910	HYTEST	\$144.99	\$189.00	\$44.01	23.3%
Saf-Gard	SUFFOLK CO	13990	HYTEST	\$109.99	\$144.00	\$34.01	23.6%
Saf-Gard	SUFFOLK CO	13991	HYTEST	\$109.99	\$144.00	\$34.01	23.6%
Saf-Gard	SUFFOLK CO	14200	HYTEST	\$169.99	\$228.00	\$58.01	25.4%
Saf-Gard	SUFFOLK CO	14211	HYTEST	\$149.99	\$190.00	\$40.01	21.1%
Saf-Gard	SUFFOLK CO	14261	HYTEST	\$209.99	\$274.00	\$64.01	23.4%
Saf-Gard	SUFFOLK CO	14480	HYTEST	\$169.99	\$234.00	\$64.01	27.4%
Saf-Gard	SUFFOLK CO	14481	HYTEST	\$169.99	\$213.00	\$43.01	20.2%
Saf-Gard	SUFFOLK CO	14562	HYTEST FOOTREST	\$219.99	\$287.00	\$67.01	23.3%
Saf-Gard	SUFFOLK CO	14780	HYTEST	\$119.99	\$156.00	\$36.01	23.1%
Saf-Gard	SUFFOLK CO	14781	HYTEST	\$129.99	\$170.00	\$40.01	23.5%
Saf-Gard	SUFFOLK CO	14870	HYTEST	\$159.99	\$221.00	\$61.01	27.6%
Saf-Gard	SUFFOLK CO	15021	HYTEST	\$214.99	\$281.00	\$66.01	23.5%
Saf-Gard	SUFFOLK CO	15041	HYTEST FOOTREST	\$219.99	\$287.00	\$67.01	23.3%
Saf-Gard	SUFFOLK CO	15202	HYTEST	\$169.99	\$215.00	\$45.01	20.9%
Saf-Gard	SUFFOLK CO	15221	HYTEST	\$149.99	\$209.00	\$59.01	28.2%
Saf-Gard	SUFFOLK CO	15261	HYTEST	\$219.99	\$287.00	\$67.01	23.3%
Saf-Gard	SUFFOLK CO	15271	HYTEST	\$189.99	\$248.00	\$58.01	23.4%
Saf-Gard	SUFFOLK CO	15340	HYTEST	\$149.99	\$277.00	\$127.01	45.9%
Saf-Gard	SUFFOLK CO	15481	HYTEST	\$149.99	\$260.00	\$110.01	42.3%
Saf-Gard	SUFFOLK CO	15581	HYTEST	\$149.99	\$196.00	\$46.01	23.5%
Saf-Gard	SUFFOLK CO	15781	HYTEST	\$79.99	\$162.00	\$82.01	50.6%
Saf-Gard	SUFFOLK CO	17017	HYTEST	\$109.99	\$140.00	\$30.01	21.4%
Saf-Gard	SUFFOLK CO	17022	HYTEST	\$129.99	\$166.00	\$36.01	21.7%
Saf-Gard	SUFFOLK CO	17033	HYTEST	\$99.99	\$131.00	\$31.01	23.7%
Saf-Gard	SUFFOLK CO	17034	HYTEST	\$99.99	\$131.00	\$31.01	23.7%
Saf-Gard	SUFFOLK CO	17060	HYTEST	\$109.99	\$140.00	\$30.01	21.4%
Saf-Gard	SUFFOLK CO	17122	HYTEST	\$129.99	\$183.00	\$53.01	29.0%
Saf-Gard	SUFFOLK CO	17170	HYTEST	\$99.99	\$143.00	\$43.01	30.1%
Saf-Gard	SUFFOLK CO	17202	HYTEST	\$99.99	\$158.00	\$58.01	36.7%
Saf-Gard	SUFFOLK CO	17300	HYTEST	\$114.99	\$150.00	\$35.01	23.3%
Saf-Gard	SUFFOLK CO	17302	HYTEST	\$114.99	\$150.00	\$35.01	23.3%
Saf-Gard	SUFFOLK CO	17304	HYTEST	\$79.99	\$125.00	\$45.01	36.0%
Saf-Gard	SUFFOLK CO	17320	HYTEST	\$109.99	\$144.00	\$34.01	23.6%
Saf-Gard	SUFFOLK CO	17322	HYTEST	\$89.99	\$130.00	\$40.01	30.8%
Saf-Gard	SUFFOLK CO	17350	HYTEST	\$79.99	\$132.00	\$52.01	39.4%
Saf-Gard	SUFFOLK CO	17367	HYTEST	\$99.99	\$127.00	\$27.01	21.3%
Saf-Gard	SUFFOLK CO	17400	HYTEST	\$119.99	\$170.00	\$50.01	29.4%
Saf-Gard	SUFFOLK CO	17402	HYTEST	\$119.99	\$170.00	\$50.01	29.4%
Saf-Gard	SUFFOLK CO	17410	HYTEST	\$119.99	\$182.00	\$62.01	34.1%
Saf-Gard	SUFFOLK CO	17430	HYTEST	\$89.99	\$115.00	\$25.01	21.7%
Saf-Gard	SUFFOLK CO	17432	HYTEST	\$89.99	\$129.00	\$39.01	30.2%
Saf-Gard	SUFFOLK CO	17433	HYTEST	\$89.99	\$118.00	\$28.01	23.7%
Saf-Gard	SUFFOLK CO	17650	HYTEST	\$89.99	\$135.00	\$45.01	33.3%
Saf-Gard	SUFFOLK CO	17751	HYTEST	\$114.99	\$150.00	\$35.01	23.3%
Saf-Gard	SUFFOLK CO	17812	HYTEST	\$49.99	\$130.00	\$80.01	61.5%
Saf-Gard	SUFFOLK CO	18652	YAKTRAX	\$19.99	\$25.00	\$5.01	20.0%
Saf-Gard	SUFFOLK CO	20250	HYTEST FOOTREST	\$159.99	\$235.00	\$75.01	31.9%
Saf-Gard	SUFFOLK CO	21100	HYTEST FOOTREST	\$99.99	\$191.00	\$91.01	47.6%
Saf-Gard	SUFFOLK CO	21103	HYTEST FOOTREST	\$149.99	\$222.00	\$72.01	32.4%
Saf-Gard	SUFFOLK CO	21109	HYTEST FOOTREST	\$129.99	\$208.00	\$78.01	37.5%
Saf-Gard	SUFFOLK CO	21400	HYTEST FOOTREST	\$179.99	\$235.00	\$55.01	23.4%
Saf-Gard	SUFFOLK CO	21720	HYTEST	\$129.99	\$166.00	\$36.01	21.7%
Saf-Gard	SUFFOLK CO	21723	HYTEST	\$129.99	\$165.00	\$35.01	21.2%
Saf-Gard	SUFFOLK CO	21724	HYTEST	\$129.99	\$165.00	\$35.01	21.2%
Saf-Gard	SUFFOLK CO	22371	HYTEST	\$159.99	\$204.00	\$44.01	21.6%
Saf-Gard	SUFFOLK CO	22372	HYTEST	\$159.99	\$204.00	\$44.01	21.6%

Saf-Gard	SUFFOLK CO	22470	HYTEST FOOTREST	\$179.99	\$235.00	\$55.01	23.4%
Saf-Gard	SUFFOLK CO	22471	HYTEST	\$179.99	\$235.00	\$55.01	23.4%
Saf-Gard	SUFFOLK CO	22477	HYTEST	\$179.99	\$228.00	\$48.01	21.1%
Saf-Gard	SUFFOLK CO	22730	HYTEST	\$129.99	\$178.00	\$48.01	27.0%
Saf-Gard	SUFFOLK CO	22731	HYTEST	\$139.99	\$177.00	\$37.01	20.9%
Saf-Gard	SUFFOLK CO	23130	HYTEST FOOTREST	\$199.99	\$274.00	\$74.01	27.0%
Saf-Gard	SUFFOLK CO	23131	HYTEST	\$199.99	\$274.00	\$74.01	27.0%
Saf-Gard	SUFFOLK CO	23180	HYTEST FOOTREST	\$184.99	\$242.00	\$57.01	23.6%
Saf-Gard	SUFFOLK CO	23181	HYTEST FOOTREST	\$184.99	\$242.00	\$57.01	23.6%
Saf-Gard	SUFFOLK CO	23190	HYTEST FOOTREST	\$149.99	\$235.00	\$85.01	36.2%
Saf-Gard	SUFFOLK CO	23230	HYTEST FOOTREST	\$99.99	\$237.00	\$137.01	57.8%
Saf-Gard	SUFFOLK CO	23231	HYTEST FOOTREST	\$199.99	\$274.00	\$74.01	27.0%
Saf-Gard	SUFFOLK CO	23250	HYTEST FOOTREST	\$199.99	\$250.00	\$50.01	20.0%
Saf-Gard	SUFFOLK CO	23251	HYTEST FOOTREST	\$199.99	\$250.00	\$50.01	20.0%
Saf-Gard	SUFFOLK CO	23300	HYTEST FOOTREST	\$189.99	\$268.00	\$78.01	29.1%
Saf-Gard	SUFFOLK CO	23332	HYTEST	\$149.99	\$235.00	\$85.01	36.2%
Saf-Gard	SUFFOLK CO	23333	HYTEST	\$129.99	\$221.00	\$91.01	41.2%
Saf-Gard	SUFFOLK CO	23342	HYTEST FOOTREST	\$129.99	\$235.00	\$105.01	44.7%
Saf-Gard	SUFFOLK CO	23343	HYTEST	\$129.99	\$260.00	\$130.01	50.0%
Saf-Gard	SUFFOLK CO	23411	HYTEST	\$139.99	\$249.00	\$109.01	43.8%
Saf-Gard	SUFFOLK CO	23470	HYTEST	\$139.99	\$215.00	\$75.01	34.9%
Saf-Gard	SUFFOLK CO	23471	HYTEST	\$139.99	\$215.00	\$75.01	34.9%
Saf-Gard	SUFFOLK CO	23474	HYTEST	\$184.99	\$236.00	\$51.01	21.6%
Saf-Gard	SUFFOLK CO	24041	HYTEST FOOTREST	\$229.99	\$293.00	\$63.01	21.5%
Saf-Gard	SUFFOLK CO	24190	HYTEST	\$139.99	\$227.00	\$87.01	38.3%
Saf-Gard	SUFFOLK CO	24231	HYTEST FOOTREST	\$199.99	\$274.00	\$74.01	27.0%
Saf-Gard	SUFFOLK CO	24251	HYTEST FOOTREST	\$199.99	\$275.00	\$75.01	27.3%
Saf-Gard	SUFFOLK CO	24402	HYTEST	\$149.99	\$273.00	\$123.01	45.1%
Saf-Gard	SUFFOLK CO	24956	HYTEST	\$209.99	\$268.00	\$58.01	21.6%
Saf-Gard	SUFFOLK CO	25251	HYTEST FOOTREST	\$149.99	\$235.00	\$85.01	36.2%
Saf-Gard	SUFFOLK CO	27031	HYTEST FOOTREST	\$99.99	\$130.00	\$30.01	23.1%
Saf-Gard	SUFFOLK CO	27111	HYTEST FOOTREST	\$169.99	\$222.00	\$52.01	23.4%
Saf-Gard	SUFFOLK CO	27331	HYTEST FOOTREST	\$99.99	\$241.00	\$141.01	58.5%
Saf-Gard	SUFFOLK CO	27479	HYTEST FOOTREST	\$149.99	\$221.00	\$71.01	32.1%
Saf-Gard	SUFFOLK CO	41040	POWER STEP	\$20.00	\$25.00	\$5.00	20.0%
Saf-Gard	SUFFOLK CO	41050	POWER STEP	\$37.00	\$48.00	\$11.00	22.9%
Saf-Gard	SUFFOLK CO	43011	HYTEST	\$109.99	\$343.00	\$233.01	67.9%
Saf-Gard	SUFFOLK CO	43501	HYTEST	\$149.99	\$274.00	\$124.01	45.3%
Saf-Gard	SUFFOLK CO	43511	HYTEST	\$149.99	\$232.00	\$82.01	35.3%
Saf-Gard	SUFFOLK CO	44511	HYTEST	\$149.99	\$238.00	\$88.01	37.0%
Saf-Gard	SUFFOLK CO	84724	YAKTRAX	\$5.00	\$6.00	\$1.00	16.7%
Saf-Gard	SUFFOLK CO	84726	YAKTRAX	\$5.00	\$6.00	\$1.00	16.7%
Saf-Gard	SUFFOLK CO	84891	YAKTRAX	\$5.00	\$6.00	\$1.00	16.7%
Saf-Gard	SUFFOLK CO	84893	YAKTRAX	\$5.00	\$6.00	\$1.00	16.7%
Saf-Gard	SUFFOLK CO	84896	YAKTRAX	\$5.00	\$6.00	\$1.00	16.7%
Saf-Gard	SUFFOLK CO	84900	YAKTRAX	\$5.00	\$6.00	\$1.00	16.7%
Saf-Gard	SUFFOLK CO	300NB	GLOBAL GLOVE & SAFETY	\$3.00	\$4.00	\$1.00	25.0%
Saf-Gard	SUFFOLK CO	300P0	GLOBAL GLOVE & SAFETY	\$19.99	\$25.00	\$5.01	20.0%
Saf-Gard	SUFFOLK CO	500NFT	GLOBAL GLOVE & SAFETY	\$34.80	\$44.00	\$9.20	20.9%
Saf-Gard	SUFFOLK CO	A11001	SERVUS	\$34.99	\$46.00	\$11.01	23.9%
Saf-Gard	SUFFOLK CO	A11003	SERVUS	\$36.99	\$49.00	\$12.01	24.5%
Saf-Gard	SUFFOLK CO	A1330	ATSKO	\$7.99	\$10.00	\$2.01	20.1%
Saf-Gard	SUFFOLK CO	A1336	ABEL & ACADIA	\$9.99	\$14.00	\$4.01	28.6%
Saf-Gard	SUFFOLK CO	AB6950BLK	ABEL & ACADIA	\$44.99	\$59.00	\$14.01	23.7%
Saf-Gard	SUFFOLK CO	AB6950YEL	ABEL & ACADIA	\$44.99	\$59.00	\$14.01	23.7%
Saf-Gard	SUFFOLK CO	AB5100	GBG	\$13.99	\$18.00	\$4.01	22.3%
Saf-Gard	SUFFOLK CO	AB5101	GBG	\$13.99	\$18.00	\$4.01	22.3%
Saf-Gard	SUFFOLK CO	AB5102	GBG	\$13.99	\$18.00	\$4.01	22.3%
Saf-Gard	SUFFOLK CO	AG3601	OSBURN MANF.	\$32.99	\$42.00	\$9.01	21.5%
Saf-Gard	SUFFOLK CO	AL27	RED HEAD BRASS	\$2.00	\$2.40	\$0.40	16.7%
Saf-Gard	SUFFOLK CO	AL27BK	RED HEAD BRASS	\$2.00	\$2.40	\$0.40	16.7%
Saf-Gard	SUFFOLK CO	AL30	RED HEAD BRASS	\$2.00	\$2.40	\$0.40	16.7%
Saf-Gard	SUFFOLK CO	AL36BK	RED HEAD BRASS	\$2.00	\$2.40	\$0.40	16.7%
Saf-Gard	SUFFOLK CO	AL36BR	RED HEAD BRASS	\$2.00	\$2.10	\$0.10	4.8%
Saf-Gard	SUFFOLK CO	AL45	RED HEAD BRASS	\$2.00	\$2.40	\$0.40	16.7%
Saf-Gard	SUFFOLK CO	AL45BLK	RED HEAD BRASS	\$2.00	\$2.40	\$0.40	16.7%
Saf-Gard	SUFFOLK CO	AL45TR	RED HEAD BRASS	\$2.00	\$2.40	\$0.40	16.7%
Saf-Gard	SUFFOLK CO	AL45W	RED HEAD BRASS	\$2.00	\$2.40	\$0.40	16.7%
Saf-Gard	SUFFOLK CO	AL54BK	RED HEAD BRASS	\$2.00	\$2.40	\$0.40	16.7%
Saf-Gard	SUFFOLK CO	AL54BR	RED HEAD BRASS	\$2.00	\$2.40	\$0.40	16.7%
Saf-Gard	SUFFOLK CO	AL63BR	RED HEAD BRASS	\$2.00	\$2.40	\$0.40	16.7%
Saf-Gard	SUFFOLK CO	AL72	RED HEAD BRASS	\$3.00	\$3.60	\$0.60	16.7%

Saf-Gard	SUFFOLK CO	AL72BK	RED HEAD BRASS	\$3.00	\$3.60	\$0.60	16.7%
Saf-Gard	SUFFOLK CO	ALS10	RED HEAD BRASS	\$36.99	\$47.00	\$10.01	21.3%
Saf-Gard	SUFFOLK CO	AMINK	IEBING	\$9.99	\$13.00	\$3.01	23.2%
Saf-Gard	SUFFOLK CO	AR10010133	ARIAT	\$219.95	\$280.00	\$60.05	21.4%
Saf-Gard	SUFFOLK CO	AR10012948	ARIAT	\$189.99	\$238.00	\$48.01	20.2%
Saf-Gard	SUFFOLK CO	AR10014241	ARIAT	\$164.95	\$200.00	\$35.05	17.5%
Saf-Gard	SUFFOLK CO	AR10015196	ARIAT	\$179.99	\$228.00	\$48.01	21.1%
Saf-Gard	SUFFOLK CO	AR10015405	ARIAT	\$169.99	\$222.00	\$52.01	23.4%
Saf-Gard	SUFFOLK CO	AR10017175	ARIAT	\$249.99	\$304.00	\$54.01	17.8%
Saf-Gard	SUFFOLK CO	AR10017420	ARIAT	\$219.99	\$287.00	\$67.01	23.3%
Saf-Gard	SUFFOLK CO	AR10020063	ARIAT	\$186.99	\$245.00	\$58.01	23.7%
Saf-Gard	SUFFOLK CO	AR10020094	ARIAT	\$199.99	\$260.00	\$60.01	23.1%
Saf-Gard	SUFFOLK CO	AR10021108	ARIAT	\$164.95	\$186.00	\$21.05	11.3%
Saf-Gard	SUFFOLK CO	AR10022968	ARIAT	\$214.99	\$281.00	\$66.01	23.5%
Saf-Gard	SUFFOLK CO	AR10023042	ARIAT	\$214.99	\$274.00	\$59.01	21.5%
Saf-Gard	SUFFOLK CO	AR10024966	ARIAT	\$219.99	\$287.00	\$67.01	23.3%
Saf-Gard	SUFFOLK CO	AR10025002	ARIAT	\$199.99	\$470.00	\$270.01	57.4%
Saf-Gard	SUFFOLK CO	AR10029530	ARIAT	\$144.99	\$189.00	\$44.01	23.3%
Saf-Gard	SUFFOLK CO	AR10031664	ARIAT	\$159.99	\$205.00	\$45.01	22.0%
Saf-Gard	SUFFOLK CO	AR10033994	ARIAT	\$184.99	\$236.00	\$51.01	21.6%
Saf-Gard	SUFFOLK CO	AR10034149	ARIAT	\$169.99	\$222.00	\$52.01	23.4%
Saf-Gard	SUFFOLK CO	AR10034673	ARIAT	\$119.99	\$156.00	\$36.01	23.1%
Saf-Gard	SUFFOLK CO	AR10035774	ARIAT	\$174.99	\$226.00	\$51.01	22.6%
Saf-Gard	SUFFOLK CO	AR10036002	ARIAT	\$224.99	\$294.00	\$69.01	23.5%
Saf-Gard	SUFFOLK CO	AR10036738	ARIAT	\$209.99	\$274.00	\$64.01	23.4%
Saf-Gard	SUFFOLK CO	AR10036739	ARIAT	\$209.99	\$274.00	\$64.01	23.4%
Saf-Gard	SUFFOLK CO	AR10038398	ARIAT	\$159.99	\$203.00	\$43.01	21.2%
Saf-Gard	SUFFOLK CO	AR10038923	ARIAT	\$269.99	\$344.00	\$74.01	21.5%
Saf-Gard	SUFFOLK CO	AR10040282	ARIAT	\$119.99	\$154.00	\$34.01	22.1%
Saf-Gard	SUFFOLK CO	AR10040404	ARIAT	\$119.99	\$152.00	\$32.01	21.1%
Saf-Gard	SUFFOLK CO	AR10040405	ARIAT	\$124.95	\$159.00	\$34.05	21.4%
Saf-Gard	SUFFOLK CO	AR10040419	ARIAT	\$149.99	\$191.00	\$41.01	21.5%
Saf-Gard	SUFFOLK CO	AR10040431	ARIAT	\$129.95	\$166.00	\$36.05	21.7%
Saf-Gard	SUFFOLK CO	AR10046876	ARIAT	\$179.99	\$229.00	\$49.01	21.4%
Saf-Gard	SUFFOLK CO	AR10046997	ARIAT	\$169.99	\$217.00	\$47.01	21.7%
Saf-Gard	SUFFOLK CO	AR10050827	ARIAT	\$189.99	\$242.00	\$52.01	21.5%
Saf-Gard	SUFFOLK CO	AR10061119	ARIAT	\$199.99	\$255.00	\$55.01	21.6%
Saf-Gard	SUFFOLK CO	AR10061284	ARIAT	\$189.99	\$242.00	\$52.01	21.5%
Saf-Gard	SUFFOLK CO	AR1200	ARIAT	\$204.00	\$266.00	\$62.00	23.3%
Saf-Gard	SUFFOLK CO	AR1943	ARIAT	\$219.99	\$278.00	\$58.01	20.9%
Saf-Gard	SUFFOLK CO	AR1976	ARIAT	\$139.99	\$186.00	\$46.01	24.7%
Saf-Gard	SUFFOLK CO	AR8634	ARIAT	\$159.00	\$208.00	\$49.00	23.6%
Saf-Gard	SUFFOLK CO	AR8635	ARIAT	\$159.00	\$279.00	\$120.00	43.0%
Saf-Gard	SUFFOLK CO	AS154WHT-6PK	TAYLOR HOSIERY	\$13.99	\$18.00	\$4.01	22.3%
Saf-Gard	SUFFOLK CO	AS173WHT-6PK	HYTEST	\$10.99	\$16.00	\$5.01	31.3%
Saf-Gard	SUFFOLK CO	AS175BLK-6PK	HYTEST	\$16.99	\$22.00	\$5.01	22.8%
Saf-Gard	SUFFOLK CO	AS175WHT-6PK	HYTEST	\$14.99	\$19.00	\$4.01	21.1%
Saf-Gard	SUFFOLK CO	AS253SG-6PK	TAYLOR HOSIERY	\$11.00	\$14.00	\$3.00	21.4%
Saf-Gard	SUFFOLK CO	AS253WHT-12PK	HYTEST	\$34.99	\$44.00	\$9.01	20.5%
Saf-Gard	SUFFOLK CO	AS253WHT-6PK	TAYLOR HOSIERY	\$15.00	\$19.00	\$4.00	21.1%
Saf-Gard	SUFFOLK CO	AS271GRY-12PK	TAYLOR HOSIERY	\$34.99	\$44.00	\$9.01	20.5%
Saf-Gard	SUFFOLK CO	AS279BLK-12PK	HYTEST	\$39.99	\$50.00	\$10.01	20.0%
Saf-Gard	SUFFOLK CO	AS279WHT-12PK	HYTEST	\$34.99	\$44.00	\$9.01	20.5%
Saf-Gard	SUFFOLK CO	AS36BLK	OSBURN MANF.	\$2.00	\$2.40	\$0.40	16.7%
Saf-Gard	SUFFOLK CO	AS36BRN	OSBURN MANF.	\$2.00	\$2.40	\$0.40	16.7%
Saf-Gard	SUFFOLK CO	AS500ST-2PK	HYTEST	\$8.99	\$12.00	\$3.01	25.1%
Saf-Gard	SUFFOLK CO	AS673WHT-12PK	TAYLOR HOSIERY	\$22.00	\$28.00	\$6.00	21.4%
Saf-Gard	SUFFOLK CO	AS721MER-2PK	TAYLOR HOSIERY	\$18.00	\$23.00	\$5.00	21.7%
Saf-Gard	SUFFOLK CO	AS797BLK-12PK	HYTEST	\$39.99	\$50.00	\$10.01	20.0%
Saf-Gard	SUFFOLK CO	AS797WHT-12PK	HYTEST	\$29.99	\$38.00	\$8.01	21.1%
Saf-Gard	SUFFOLK CO	AS897BLK-12PK	HYTEST	\$42.99	\$54.00	\$11.01	20.4%
Saf-Gard	SUFFOLK CO	AS897WHT-12PK	HYTEST	\$39.99	\$50.00	\$10.01	20.0%
Saf-Gard	SUFFOLK CO	AS90344WHT-6PR	TAYLOR HOSIERY	\$19.00	\$24.00	\$5.00	20.8%
Saf-Gard	SUFFOLK CO	ASP39	TAYLOR HOSIERY	\$39.99	\$51.00	\$11.01	21.6%
Saf-Gard	SUFFOLK CO	ASP39-31302	SPENCO	\$19.99	\$43.00	\$23.01	53.5%
Saf-Gard	SUFFOLK CO	ASP39-31306	SPENCO	\$19.99	\$43.00	\$23.01	53.5%
Saf-Gard	SUFFOLK CO	AT8903BK		\$100.00	\$127.00	\$27.00	21.3%
Saf-Gard	SUFFOLK CO	AT9180BR		\$120.00	\$153.00	\$33.00	21.6%
Saf-Gard	SUFFOLK CO	AT9900BK	AETREX	\$100.00	\$127.00	\$27.00	21.3%
Saf-Gard	SUFFOLK CO	ATL1300M	AETREX	\$49.99	\$63.00	\$13.01	20.7%
Saf-Gard	SUFFOLK CO	ATL1320M	AETREX	\$49.99	\$63.00	\$13.01	20.7%
Saf-Gard	SUFFOLK CO	ATL2200F	AETREX	\$64.00	\$86.00	\$22.00	25.6%

Saf-Gard	SUFFOLK CO	ATL2200M	AETREX	\$64.00	\$86.00	\$22.00	25.6%
Saf-Gard	SUFFOLK CO	ATL2205F	AETREX	\$64.00	\$86.00	\$22.00	25.6%
Saf-Gard	SUFFOLK CO	ATL2205M	AETREX	\$64.00	\$86.00	\$22.00	25.6%
Saf-Gard	SUFFOLK CO	ATL2220M	AETREX	\$64.00	\$86.00	\$22.00	25.6%
Saf-Gard	SUFFOLK CO	ATL2300M	AETREX	\$79.00	\$99.00	\$20.00	20.2%
Saf-Gard	SUFFOLK CO	ATL2300W	AETREX	\$79.00	\$100.00	\$21.00	21.0%
Saf-Gard	SUFFOLK CO	ATL2305M	AETREX	\$79.00	\$99.00	\$20.00	20.2%
Saf-Gard	SUFFOLK CO	ATL2305W	AETREX	\$79.00	\$100.00	\$21.00	21.0%
Saf-Gard	SUFFOLK CO	ATL2320M	AETREX	\$79.00	\$100.00	\$21.00	21.0%
Saf-Gard	SUFFOLK CO	ATL2320W	AETREX	\$79.00	\$100.00	\$21.00	21.0%
Saf-Gard	SUFFOLK CO	ATL2400M	AETREX	\$69.99	\$100.00	\$30.01	30.0%
Saf-Gard	SUFFOLK CO	ATL2405M	AETREX	\$60.00	\$91.00	\$31.00	34.1%
Saf-Gard	SUFFOLK CO	ATL400M	AETREX	\$69.99	\$80.00	\$10.01	12.5%
Saf-Gard	SUFFOLK CO	ATL400MC	AETREX	\$69.99	\$86.00	\$16.01	18.6%
Saf-Gard	SUFFOLK CO	ATL400W	AETREX	\$69.99	\$80.00	\$10.01	12.5%
Saf-Gard	SUFFOLK CO	ATL405M	AETREX	\$69.99	\$86.00	\$16.01	18.6%
Saf-Gard	SUFFOLK CO	ATL405W	AETREX	\$69.99	\$86.00	\$16.01	18.6%
Saf-Gard	SUFFOLK CO	ATL420M	AETREX	\$69.99	\$86.00	\$16.01	18.6%
Saf-Gard	SUFFOLK CO	ATL420W	AETREX	\$69.99	\$80.00	\$10.01	12.5%
Saf-Gard	SUFFOLK CO	ATL4500M	AETREX	\$55.00	\$70.00	\$15.00	21.4%
Saf-Gard	SUFFOLK CO	ATL4600M	AETREX	\$64.00	\$81.00	\$17.00	21.0%
Saf-Gard	SUFFOLK CO	ATL4605M	AETREX	\$64.00	\$81.00	\$17.00	21.0%
Saf-Gard	SUFFOLK CO	ATL4620M	AETREX	\$64.00	\$81.00	\$17.00	21.0%
Saf-Gard	SUFFOLK CO	AW6102	AIRWALK	\$104.99	\$134.00	\$29.01	21.6%
Saf-Gard	SUFFOLK CO	AW6103	AIRWALK	\$109.99	\$140.00	\$30.01	21.4%
Saf-Gard	SUFFOLK CO	AW6111	AIRWALK	\$104.99	\$134.00	\$29.01	21.6%
Saf-Gard	SUFFOLK CO	AW6113	AIRWALK	\$109.99	\$140.00	\$30.01	21.4%
Saf-Gard	SUFFOLK CO	AW6203	AIRWALK	\$119.99	\$153.00	\$33.01	21.6%
Saf-Gard	SUFFOLK CO	AW6213	AIRWALK	\$119.99	\$153.00	\$33.01	21.6%
Saf-Gard	SUFFOLK CO	BA01830	BATES	\$119.99	\$153.00	\$33.01	21.6%
Saf-Gard	SUFFOLK CO	BA07840	BATES	\$99.99	\$127.00	\$27.01	21.3%
Saf-Gard	SUFFOLK CO	BA22233	BATES	\$95.99	\$122.00	\$26.01	21.3%
Saf-Gard	SUFFOLK CO	BA2262	BATES	\$106.99	\$140.00	\$33.01	23.6%
Saf-Gard	SUFFOLK CO	BA2272	BATES	\$199.99	\$281.00	\$81.01	28.8%
Saf-Gard	SUFFOLK CO	BA2276	BATES	\$149.99	\$196.00	\$46.01	23.5%
Saf-Gard	SUFFOLK CO	BA3160	BATES	\$114.99	\$146.00	\$31.01	21.2%
Saf-Gard	SUFFOLK CO	BA3164	BATES	\$119.99	\$157.00	\$37.01	23.6%
Saf-Gard	SUFFOLK CO	BA3184	BATES	\$124.99	\$163.00	\$38.01	23.3%
Saf-Gard	SUFFOLK CO	BA6008	BATES	\$126.99	\$165.00	\$38.01	23.0%
Saf-Gard	SUFFOLK CO	BA932	BATES	\$69.99	\$198.00	\$128.01	64.7%
Saf-Gard	SUFFOLK CO	BAF5157	BAFFIN	\$239.99	\$304.00	\$64.01	21.1%
Saf-Gard	SUFFOLK CO	BAF8574	BAFFIN	\$119.99	\$157.00	\$37.01	23.6%
Saf-Gard	SUFFOLK CO	BH106110	GLOBAL GLOVE & SAFETY	\$12.00	\$15.00	\$3.00	20.0%
Saf-Gard	SUFFOLK CO	BH1169	GLOBAL GLOVE & SAFETY	\$12.00	\$15.00	\$3.00	20.0%
Saf-Gard	SUFFOLK CO	BH12108	GLOBAL GLOVE & SAFETY	\$15.00	\$19.00	\$4.00	21.1%
Saf-Gard	SUFFOLK CO	BH133	GLOBAL GLOVE & SAFETY	\$2.00	\$3.00	\$1.00	33.3%
Saf-Gard	SUFFOLK CO	BH133AF	GLOBAL GLOVE & SAFETY	\$3.00	\$4.00	\$1.00	25.0%
Saf-Gard	SUFFOLK CO	BH14183AF	GLOBAL GLOVE & SAFETY	\$15.00	\$19.00	\$4.00	21.1%
Saf-Gard	SUFFOLK CO	BH1678	GLOBAL GLOVE & SAFETY	\$15.00	\$19.00	\$4.00	21.1%
Saf-Gard	SUFFOLK CO	BH1691AF	GLOBAL GLOVE & SAFETY	\$15.00	\$19.00	\$4.00	21.1%
Saf-Gard	SUFFOLK CO	BH461AF	GLOBAL GLOVE & SAFETY	\$4.00	\$5.00	\$1.00	20.0%
Saf-Gard	SUFFOLK CO	BH543AF	GLOBAL GLOVE & SAFETY	\$3.00	\$4.00	\$1.00	25.0%
Saf-Gard	SUFFOLK CO	BH853AF	GLOBAL GLOVE & SAFETY	\$12.00	\$15.00	\$3.00	20.0%
Saf-Gard	SUFFOLK CO	BH9711	GLOBAL GLOVE & SAFETY	\$12.00	\$15.00	\$3.00	20.0%
Saf-Gard	SUFFOLK CO	BHHCO	GLOBAL GLOVE & SAFETY	\$10.00	\$13.00	\$3.00	23.1%
Saf-Gard	SUFFOLK CO	BHLC21	GLOBAL GLOVE & SAFETY	\$13.00	\$16.00	\$3.00	18.8%
Saf-Gard	SUFFOLK CO	BHR2	HOYA VISIONWEAR	\$8.00	\$10.00	\$2.00	20.0%
Saf-Gard	SUFFOLK CO	BI1011232	BIRKENSTOCK	\$164.99	\$210.00	\$45.01	21.4%
Saf-Gard	SUFFOLK CO	BI1011235	BIRKENSTOCK	\$176.99	\$225.00	\$48.01	21.3%
Saf-Gard	SUFFOLK CO	BI1011237	BIRKENSTOCK	\$176.99	\$225.00	\$48.01	21.3%
Saf-Gard	SUFFOLK CO	BI20272	BIRKENSTOCK	\$109.99	\$140.00	\$30.01	21.4%
Saf-Gard	SUFFOLK CO	BL140	BLUNDSTONE	\$199.99	\$253.00	\$53.01	21.0%
Saf-Gard	SUFFOLK CO	BL143	BLUNDSTONE	\$244.99	\$318.00	\$73.01	23.0%
Saf-Gard	SUFFOLK CO	BL172	BLUNDSTONE	\$194.99	\$248.00	\$53.01	21.4%
Saf-Gard	SUFFOLK CO	BL179	BLUNDSTONE	\$189.99	\$242.00	\$52.01	21.5%
Saf-Gard	SUFFOLK CO	BL990	BLUNDSTONE	\$199.99	\$261.00	\$61.01	23.4%
Saf-Gard	SUFFOLK CO	BL994	BLUNDSTONE	\$269.99	\$342.00	\$72.01	21.1%
Saf-Gard	SUFFOLK CO	BL997	BLUNDSTONE	\$249.99	\$316.00	\$66.01	20.9%
Saf-Gard	SUFFOLK CO	BLUMAX	BLUMAKA	\$24.99	\$33.00	\$8.01	24.3%
Saf-Gard	SUFFOLK CO	BOPS6002	BATTLE OPS	\$129.99	\$166.00	\$36.01	21.7%
Saf-Gard	SUFFOLK CO	BRF10000-001	BRUNT	\$138.99	\$177.00	\$38.01	21.5%
Saf-Gard	SUFFOLK CO	BRF10001-001	BRUNT	\$149.99	\$190.00	\$40.01	21.1%

Saf-Gard	SUFFOLK CO	BRF10001-002	BRUNT	\$149.99	\$190.00	\$40.01	21.1%
Saf-Gard	SUFFOLK CO	BRF10004-001	BRUNT	\$168.99	\$215.00	\$46.01	21.4%
Saf-Gard	SUFFOLK CO	BRF10006-001	BRUNT	\$179.99	\$228.00	\$48.01	21.1%
Saf-Gard	SUFFOLK CO	BRF10007-001	BRUNT	\$199.99	\$253.00	\$53.01	21.0%
Saf-Gard	SUFFOLK CO	BRF20001-001	BRUNT	\$145.99	\$186.00	\$40.01	21.5%
Saf-Gard	SUFFOLK CO	BRF20002-001	BRUNT	\$164.99	\$228.00	\$63.01	27.6%
Saf-Gard	SUFFOLK CO	BRF20004-001	BRUNT	\$145.99	\$177.00	\$31.01	17.5%
Saf-Gard	SUFFOLK CO	BRF20004-002	BRUNT	\$145.99	\$186.00	\$40.01	21.5%
Saf-Gard	SUFFOLK CO	BRF50004-004	BRUNT	\$254.99	\$325.00	\$70.01	21.5%
Saf-Gard	SUFFOLK CO	BRG11000-160	BRUNT	\$20.00	\$25.00	\$5.00	20.0%
Saf-Gard	SUFFOLK CO	BRG11001-175	BRUNT	\$20.00	\$25.00	\$5.00	20.0%
Saf-Gard	SUFFOLK CO	BV918ZWPC	BELLEVILLE	\$139.99	\$181.00	\$41.01	22.7%
Saf-Gard	SUFFOLK CO	CA1309	CAROLINA	\$259.99	\$326.00	\$66.01	20.2%
Saf-Gard	SUFFOLK CO	CA1420	CAROLINA	\$149.99	\$190.00	\$40.01	21.1%
Saf-Gard	SUFFOLK CO	CA1421	CAROLINA	\$134.99	\$169.00	\$34.01	20.1%
Saf-Gard	SUFFOLK CO	CA1428	CAROLINA	\$154.99	\$209.00	\$54.01	25.8%
Saf-Gard	SUFFOLK CO	CA1435	CAROLINA	\$174.99	\$228.00	\$53.01	23.3%
Saf-Gard	SUFFOLK CO	CA1520	CAROLINA	\$139.99	\$175.00	\$35.01	20.0%
Saf-Gard	SUFFOLK CO	CA1625	CAROLINA	\$88.99	\$114.00	\$25.01	21.9%
Saf-Gard	SUFFOLK CO	CA1809	CAROLINA	\$269.99	\$342.00	\$72.01	21.1%
Saf-Gard	SUFFOLK CO	CA1821	CAROLINA	\$139.99	\$183.00	\$43.01	23.5%
Saf-Gard	SUFFOLK CO	CA1825	CAROLINA	\$139.99	\$183.00	\$43.01	23.5%
Saf-Gard	SUFFOLK CO	CA1900	CAROLINA	\$99.99	\$128.00	\$28.01	21.9%
Saf-Gard	SUFFOLK CO	CA1901	CAROLINA	\$99.99	\$125.00	\$25.01	20.0%
Saf-Gard	SUFFOLK CO	CA1902	CAROLINA	\$99.99	\$128.00	\$28.01	21.9%
Saf-Gard	SUFFOLK CO	CA1903	CAROLINA	\$104.99	\$135.00	\$30.01	22.2%
Saf-Gard	SUFFOLK CO	CA1914	CAROLINA	\$59.99	\$160.00	\$100.01	62.5%
Saf-Gard	SUFFOLK CO	CA1940	CAROLINA	\$84.99	\$108.00	\$23.01	21.3%
Saf-Gard	SUFFOLK CO	CA1942	CAROLINA	\$84.99	\$108.00	\$23.01	21.3%
Saf-Gard	SUFFOLK CO	CA3534	CAROLINA	\$149.99	\$192.00	\$42.01	21.9%
Saf-Gard	SUFFOLK CO	CA3535	CAROLINA	\$129.99	\$170.00	\$40.01	23.5%
Saf-Gard	SUFFOLK CO	CA3537	CAROLINA	\$99.99	\$162.00	\$62.01	38.3%
Saf-Gard	SUFFOLK CO	CA3538	CAROLINA	\$129.99	\$163.00	\$33.01	20.3%
Saf-Gard	SUFFOLK CO	CA3558	CAROLINA	\$129.99	\$167.00	\$37.01	22.2%
Saf-Gard	SUFFOLK CO	CA4515	CAROLINA	\$184.99	\$241.00	\$56.01	23.2%
Saf-Gard	SUFFOLK CO	CA4582	CAROLINA	\$184.99	\$248.00	\$63.01	25.4%
Saf-Gard	SUFFOLK CO	CA5020	CAROLINA	\$149.99	\$218.00	\$68.01	31.2%
Saf-Gard	SUFFOLK CO	CA505USA	CAROLINA	\$259.99	\$323.00	\$63.01	19.5%
Saf-Gard	SUFFOLK CO	CA508USA	CAROLINA	\$249.99	\$310.00	\$60.01	19.4%
Saf-Gard	SUFFOLK CO	CA5520	CAROLINA	\$174.99	\$228.00	\$53.01	23.3%
Saf-Gard	SUFFOLK CO	CA5521	CAROLINA	\$149.99	\$221.00	\$71.01	32.1%
Saf-Gard	SUFFOLK CO	CA5522	CAROLINA	\$179.99	\$234.00	\$54.01	23.1%
Saf-Gard	SUFFOLK CO	CA5537	CAROLINA	\$99.99	\$150.00	\$50.01	33.3%
Saf-Gard	SUFFOLK CO	CA5547	CAROLINA	\$204.99	\$263.00	\$58.01	22.1%
Saf-Gard	SUFFOLK CO	CA5556	CAROLINA	\$139.99	\$180.00	\$40.01	22.2%
Saf-Gard	SUFFOLK CO	CA5560	CAROLINA	\$99.99	\$154.00	\$54.01	35.1%
Saf-Gard	SUFFOLK CO	CA5561	CAROLINA	\$99.99	\$154.00	\$54.01	35.1%
Saf-Gard	SUFFOLK CO	CA5565	CAROLINA	\$99.99	\$155.00	\$55.01	35.5%
Saf-Gard	SUFFOLK CO	CA5570	CAROLINA	\$124.99	\$158.00	\$33.01	20.9%
Saf-Gard	SUFFOLK CO	CA5574	CAROLINA	\$119.99	\$154.00	\$34.01	22.1%
Saf-Gard	SUFFOLK CO	CA5582	CAROLINA	\$179.99	\$235.00	\$55.01	23.4%
Saf-Gard	SUFFOLK CO	CA5671	CAROLINA	\$119.99	\$154.00	\$34.01	22.1%
Saf-Gard	SUFFOLK CO	CA5672	CAROLINA	\$124.99	\$157.00	\$32.01	20.4%
Saf-Gard	SUFFOLK CO	CA5674	CAROLINA	\$99.99	\$154.00	\$54.01	35.1%
Saf-Gard	SUFFOLK CO	CA5680	CAROLINA	\$114.99	\$144.00	\$29.01	20.1%
Saf-Gard	SUFFOLK CO	CA5681	CAROLINA	\$114.99	\$144.00	\$29.01	20.1%
Saf-Gard	SUFFOLK CO	CA5682	CAROLINA	\$114.99	\$144.00	\$29.01	20.1%
Saf-Gard	SUFFOLK CO	CA5821	CAROLINA	\$184.99	\$235.00	\$50.01	21.3%
Saf-Gard	SUFFOLK CO	CA599	CAROLINA	\$174.99	\$228.00	\$53.01	23.3%
Saf-Gard	SUFFOLK CO	CA6921	CAROLINA	\$199.99	\$253.00	\$53.01	21.0%
Saf-Gard	SUFFOLK CO	CA7516	CAROLINA	\$199.99	\$259.00	\$59.01	22.8%
Saf-Gard	SUFFOLK CO	CA7522	CAROLINA	\$214.99	\$281.00	\$66.01	23.5%
Saf-Gard	SUFFOLK CO	CA7545	CAROLINA	\$149.99	\$190.00	\$40.01	21.1%
Saf-Gard	SUFFOLK CO	CA7811	CAROLINA	\$199.99	\$253.00	\$53.01	21.0%
Saf-Gard	SUFFOLK CO	CA7821	CAROLINA	\$184.99	\$242.00	\$57.01	23.6%
Saf-Gard	SUFFOLK CO	CA7829	CAROLINA	\$204.99	\$252.00	\$47.01	18.7%
Saf-Gard	SUFFOLK CO	CA8520	CAROLINA	\$159.99	\$229.00	\$69.01	30.1%
Saf-Gard	SUFFOLK CO	CA8556	CAROLINA	\$154.99	\$200.00	\$45.01	22.5%
Saf-Gard	SUFFOLK CO	CA9582	CAROLINA	\$199.99	\$287.00	\$87.01	30.3%
Saf-Gard	SUFFOLK CO	CA9821	CAROLINA	\$164.99	\$215.00	\$50.01	23.3%
Saf-Gard	SUFFOLK CO	CA9824	CAROLINA	\$189.99	\$248.00	\$58.01	23.4%
Saf-Gard	SUFFOLK CO	CA9852	CAROLINA	\$194.99	\$247.00	\$52.01	21.1%

Saf-Gard	SUFFOLK CO	CA9854	CAROLINA	\$199.99	\$279.00	\$79.01	28.3%
Saf-Gard	SUFFOLK CO	CA9968	CAROLINA	\$119.99	\$160.00	\$40.01	25.0%
Saf-Gard	SUFFOLK CO	CAR100289-001	CARHARTT CLOTHING	\$15.99	\$23.00	\$7.01	30.5%
Saf-Gard	SUFFOLK CO	CAR101604-039	CARHARTT CLOTHING	\$20.99	\$30.00	\$9.01	30.0%
Saf-Gard	SUFFOLK CO	CAR102199-001	CARHARTT CLOTHING	\$116.99	\$132.00	\$15.01	11.4%
Saf-Gard	SUFFOLK CO	CAR102291-039	CARHARTT CLOTHING	\$35.99	\$60.00	\$24.01	40.0%
Saf-Gard	SUFFOLK CO	CAR104393BLK	CARHARTT CLOTHING	\$112.49	\$191.00	\$78.51	41.1%
Saf-Gard	SUFFOLK CO	CAR10512-N04	CARHARTT CLOTHING	\$27.74	\$47.00	\$19.26	41.0%
Saf-Gard	SUFFOLK CO	CAR105444-CRH	CARHARTT CLOTHING	\$37.49	\$63.00	\$25.51	40.5%
Saf-Gard	SUFFOLK CO	CAR105569-CRH	CARHARTT CLOTHING	\$59.99	\$76.00	\$16.01	21.1%
Saf-Gard	SUFFOLK CO	CARA02BRN	CARHARTT CLOTHING	\$19.99	\$29.00	\$9.01	31.1%
Saf-Gard	SUFFOLK CO	CARA18BLK	CARHARTT CLOTHING	\$18.99	\$24.00	\$5.01	20.9%
Saf-Gard	SUFFOLK CO	CARA267BLK	CARHARTT CLOTHING	\$28.99	\$39.00	\$10.01	25.7%
Saf-Gard	SUFFOLK CO	CARA66HBK	RENFRO CARHARTT SOCKS	\$15.99	\$23.00	\$7.01	30.5%
Saf-Gard	SUFFOLK CO	CARB17DST	CARHARTT CLOTHING	\$27.74	\$47.00	\$19.26	41.0%
Saf-Gard	SUFFOLK CO	CARJ140BLK	CARHARTT CLOTHING	\$105.99	\$152.00	\$46.01	30.3%
Saf-Gard	SUFFOLK CO	CARK288-026	CARHARTT CLOTHING	\$47.99	\$69.00	\$21.01	30.4%
Saf-Gard	SUFFOLK CO	CARK288BLK	CARHARTT CLOTHING	\$52.99	\$75.00	\$22.01	29.3%
Saf-Gard	SUFFOLK CO	CARK288-E20	CARHARTT CLOTHING	\$74.99	\$95.00	\$20.01	21.1%
Saf-Gard	SUFFOLK CO	CF10390-CM0	COFRA	\$119.99	\$153.00	\$33.01	21.6%
Saf-Gard	SUFFOLK CO	CFA4415	CARHARTT BOOTS	\$139.99	\$178.00	\$38.01	21.4%
Saf-Gard	SUFFOLK CO	CFN5254-M	CARHARTT BOOTS	\$139.99	\$176.00	\$36.01	20.5%
Saf-Gard	SUFFOLK CO	CFN6294-W	CARHARTT BOOTS	\$137.99	\$176.00	\$38.01	21.6%
Saf-Gard	SUFFOLK CO	CFW6225-W	CARHARTT BOOTS	\$169.99	\$209.00	\$39.01	18.7%
Saf-Gard	SUFFOLK CO	CH31001	CHIPPEWA	\$149.99	\$259.00	\$109.01	42.1%
Saf-Gard	SUFFOLK CO	CH4LAC140	CHIPPEWA	\$8.00	\$10.00	\$2.00	20.0%
Saf-Gard	SUFFOLK CO	CH59330	CHIPPEWA	\$149.99	\$335.00	\$185.01	55.2%
Saf-Gard	SUFFOLK CO	CH59405	CHIPPEWA	\$279.99	\$354.00	\$74.01	20.9%
Saf-Gard	SUFFOLK CO	CH59410	CHIPPEWA	\$279.99	\$354.00	\$74.01	20.9%
Saf-Gard	SUFFOLK CO	CH59417	CHIPPEWA	\$298.99	\$383.00	\$84.01	21.9%
Saf-Gard	SUFFOLK CO	CH73050	CHIPPEWA	\$259.99	\$325.00	\$65.01	20.0%
Saf-Gard	SUFFOLK CO	CH73060	CHIPPEWA	\$259.99	\$325.00	\$65.01	20.0%
Saf-Gard	SUFFOLK CO	CIN1001	BLUMAKA	\$24.99	\$26.00	\$1.01	3.9%
Saf-Gard	SUFFOLK CO	CMC1259	CARHARTT BOOTS	\$239.99	\$308.00	\$68.01	22.1%
Saf-Gard	SUFFOLK CO	CME1355	CARHARTT BOOTS	\$179.99	\$235.00	\$55.01	23.4%
Saf-Gard	SUFFOLK CO	CME6355	CARHARTT BOOTS	\$176.99	\$222.00	\$45.01	20.3%
Saf-Gard	SUFFOLK CO	CME8355	CARHARTT BOOTS	\$179.99	\$235.00	\$55.01	23.4%
Saf-Gard	SUFFOLK CO	CMF6356	CARHARTT BOOTS	\$169.99	\$213.00	\$43.01	20.2%
Saf-Gard	SUFFOLK CO	CMF6720	CARHARTT BOOTS	\$174.99	\$223.00	\$48.01	21.5%
Saf-Gard	SUFFOLK CO	CMFA5415M	CARHARTT BOOTS	\$129.99	\$188.00	\$58.01	30.9%
Saf-Gard	SUFFOLK CO	CMFF6213M	CARHARTT BOOTS	\$139.99	\$181.00	\$41.01	22.7%
Saf-Gard	SUFFOLK CO	CML8360	CARHARTT BOOTS	\$194.99	\$253.00	\$58.01	22.9%
Saf-Gard	SUFFOLK CO	CML8369	CARHARTT BOOTS	\$199.99	\$265.00	\$65.01	24.5%
Saf-Gard	SUFFOLK CO	CMR8959	CARHARTT CLOTHING	\$129.99	\$253.00	\$123.01	48.6%
Saf-Gard	SUFFOLK CO	CMW6095	CARHARTT BOOTS	\$169.99	\$215.00	\$45.01	20.9%
Saf-Gard	SUFFOLK CO	CMW6274	CARHARTT BOOTS	\$134.99	\$173.00	\$38.01	22.0%
Saf-Gard	SUFFOLK CO	CMW6295	CARHARTT CLOTHING	\$176.99	\$215.00	\$38.01	17.7%
Saf-Gard	SUFFOLK CO	CN7310001	CHINOOK	\$119.99	\$154.00	\$34.01	22.1%
Saf-Gard	SUFFOLK CO	CN7310200	CHINOOK	\$119.99	\$155.00	\$35.01	22.6%
Saf-Gard	SUFFOLK CO	CN9900001	CHINOOK	\$149.99	\$194.00	\$44.01	22.7%
Saf-Gard	SUFFOLK CO	CN9900002	CHINOOK	\$149.99	\$194.00	\$44.01	22.7%
Saf-Gard	SUFFOLK CO	CP90021	CAPPS	\$99.99	\$199.00	\$99.01	49.8%
Saf-Gard	SUFFOLK CO	CP90022	CAPPS	\$99.99	\$199.00	\$99.01	49.8%
Saf-Gard	SUFFOLK CO	CR204044-1B5	CROCS	\$49.99	\$63.00	\$13.01	20.7%
Saf-Gard	SUFFOLK CO	CR205073-001	CROCS	\$59.99	\$76.00	\$16.01	21.1%
Saf-Gard	SUFFOLK CO	CR205385-OCU	CROCS	\$54.99	\$78.00	\$23.01	29.5%
Saf-Gard	SUFFOLK CO	CR207110-960	CROCS	\$59.99	\$76.00	\$16.01	21.1%
Saf-Gard	SUFFOLK CO	CR207230-001	CROCS	\$59.99	\$76.00	\$16.01	21.1%
Saf-Gard	SUFFOLK CO	CR207231-001	CROCS	\$59.99	\$77.00	\$17.01	22.1%
Saf-Gard	SUFFOLK CO	CR209219-90H	CROCS	\$64.99	\$83.00	\$18.01	21.7%
Saf-Gard	SUFFOLK CO	CR209475-OWC	CROCS	\$79.99	\$102.00	\$22.01	21.6%
Saf-Gard	SUFFOLK CO	CR209475-4GS	CROCS	\$79.99	\$102.00	\$22.01	21.6%
Saf-Gard	SUFFOLK CO	CR209476-OWC	CROCS	\$79.99	\$102.00	\$22.01	21.6%
Saf-Gard	SUFFOLK CO	CR209476-1FS	CROCS	\$79.99	\$102.00	\$22.01	21.6%
Saf-Gard	SUFFOLK CO	CR209952-001	CROCS	\$54.99	\$70.00	\$15.01	21.4%
Saf-Gard	SUFFOLK CO	CR209952-100	CROCS	\$54.99	\$70.00	\$15.01	21.4%
Saf-Gard	SUFFOLK CO	CR209952-410	CROCS	\$54.99	\$70.00	\$15.01	21.4%
Saf-Gard	SUFFOLK CO	CR209952-40N	CROCS	\$54.99	\$70.00	\$15.01	21.4%
Saf-Gard	SUFFOLK CO	CR209952-6WY	CROCS	\$54.99	\$70.00	\$15.01	21.4%
Saf-Gard	SUFFOLK CO	CR998MF	GLOBAL GLOVE & SAFETY	\$115.99	\$149.00	\$33.01	22.2%
Saf-Gard	SUFFOLK CO	CRBISTROBLK	CROCS	\$44.99	\$60.00	\$15.01	25.0%
Saf-Gard	SUFFOLK CO	CRBISTROWHT	CROCS	\$44.99	\$60.00	\$15.01	25.0%

Saf-Gard	SUFFOLK CO	CRNERIABLK	CROCS		\$49.99	\$65.00	\$15.01	23.1%
Saf-Gard	SUFFOLK CO	CT110567	CATERPILLAR		\$74.99	\$98.00	\$23.01	23.5%
Saf-Gard	SUFFOLK CO	CT110568	CATERPILLAR		\$74.99	\$95.00	\$20.01	21.1%
Saf-Gard	SUFFOLK CO	CT51039	CATERPILLAR		\$39.99	\$89.00	\$49.01	55.1%
Saf-Gard	SUFFOLK CO	CT89586	CATERPILLAR		\$114.99	\$150.00	\$35.01	23.3%
Saf-Gard	SUFFOLK CO	CT89940	CATERPILLAR		\$154.99	\$191.00	\$36.01	18.9%
Saf-Gard	SUFFOLK CO	CT90936	CATERPILLAR		\$109.99	\$144.00	\$34.01	23.6%
Saf-Gard	SUFFOLK CO	CT90977	CATERPILLAR		\$124.99	\$162.00	\$37.01	22.8%
Saf-Gard	SUFFOLK CO	CT91340	CATERPILLAR		\$119.99	\$153.00	\$33.01	21.6%
Saf-Gard	SUFFOLK CO	CT91345	CATERPILLAR		\$127.99	\$164.00	\$36.01	22.0%
Saf-Gard	SUFFOLK CO	CT91350	CATERPILLAR		\$119.99	\$154.00	\$34.01	22.1%
Saf-Gard	SUFFOLK CO	CT91351	CATERPILLAR		\$119.99	\$152.00	\$32.01	21.1%
Saf-Gard	SUFFOLK CO	CT91357	CATERPILLAR		\$99.99	\$141.00	\$41.01	29.1%
Saf-Gard	SUFFOLK CO	CT91402	CATERPILLAR		\$159.99	\$203.00	\$43.01	21.2%
Saf-Gard	SUFFOLK CO	CT91766	CATERPILLAR		\$107.99	\$138.00	\$30.01	21.7%
Saf-Gard	SUFFOLK CO	CT91767	CATERPILLAR		\$107.99	\$138.00	\$30.01	21.7%
Saf-Gard	SUFFOLK CO	CT91823	CATERPILLAR		\$107.99	\$138.00	\$30.01	21.7%
Saf-Gard	SUFFOLK CO	DA12400	DANNER		\$154.99	\$199.00	\$44.01	22.1%
Saf-Gard	SUFFOLK CO	DA12531	DANNER		\$149.99	\$226.00	\$76.01	33.6%
Saf-Gard	SUFFOLK CO	DA12534	DANNER		\$191.99	\$243.00	\$51.01	21.0%
Saf-Gard	SUFFOLK CO	DA13860	DANNER		\$229.99	\$300.00	\$70.01	23.3%
Saf-Gard	SUFFOLK CO	DA13864	DANNER		\$194.99	\$255.00	\$60.01	23.5%
Saf-Gard	SUFFOLK CO	DA13880	DANNER		\$249.99	\$318.00	\$68.01	21.4%
Saf-Gard	SUFFOLK CO	DA15161	DANNER		\$179.99	\$235.00	\$55.01	23.4%
Saf-Gard	SUFFOLK CO	DA15340	DANNER		\$159.99	\$203.00	\$43.01	21.2%
Saf-Gard	SUFFOLK CO	DA15569	DANNER		\$259.99	\$325.00	\$65.01	20.0%
Saf-Gard	SUFFOLK CO	DA17311	DANNER		\$299.99	\$385.00	\$85.01	22.1%
Saf-Gard	SUFFOLK CO	DA17321	DANNER		\$324.99	\$411.00	\$86.01	20.9%
Saf-Gard	SUFFOLK CO	DA19453	DANNER		\$149.99	\$196.00	\$46.01	23.5%
Saf-Gard	SUFFOLK CO	DK3913787878	DANSKO		\$94.99	\$176.00	\$81.01	46.0%
Saf-Gard	SUFFOLK CO	DK3950020202	DANSKO		\$149.99	\$191.00	\$41.01	21.5%
Saf-Gard	SUFFOLK CO	DK3950070202	DANSKO		\$149.99	\$190.00	\$40.01	21.1%
Saf-Gard	SUFFOLK CO	DK3950320202	DANSKO		\$154.99	\$197.00	\$42.01	21.3%
Saf-Gard	SUFFOLK CO	DK3950360202	DANSKO		\$154.99	\$196.00	\$41.01	20.9%
Saf-Gard	SUFFOLK CO	DK3950470202	DANSKO		\$149.99	\$190.00	\$40.01	21.1%
Saf-Gard	SUFFOLK CO	DK3950481421	DANSKO		\$149.99	\$191.00	\$41.01	21.5%
Saf-Gard	SUFFOLK CO	DK3950510202	DANSKO		\$94.99	\$196.00	\$101.01	51.5%
Saf-Gard	SUFFOLK CO	DK3950520202	DANSKO		\$94.99	\$196.00	\$101.01	51.5%
Saf-Gard	SUFFOLK CO	DK3950670202	DANSKO		\$149.99	\$191.00	\$41.01	21.5%
Saf-Gard	SUFFOLK CO	DK395020202	DANSKO		\$149.99	\$191.00	\$41.01	21.5%
Saf-Gard	SUFFOLK CO	DK3959470202	DANSKO		\$149.99	\$190.00	\$40.01	21.1%
Saf-Gard	SUFFOLK CO	DK8703020200	DANSKO		\$94.99	\$180.00	\$85.01	47.2%
Saf-Gard	SUFFOLK CO	DK8706351000	DANSKO		\$94.99	\$180.00	\$85.01	47.2%
Saf-Gard	SUFFOLK CO	DMR10294201	DOC MARTENS		\$99.99	\$157.00	\$57.01	36.3%
Saf-Gard	SUFFOLK CO	DMR13160201	DOC MARTENS		\$99.99	\$157.00	\$57.01	36.3%
Saf-Gard	SUFFOLK CO	DMR24381001	DOC MARTENS		\$129.99	\$170.00	\$40.01	23.5%
Saf-Gard	SUFFOLK CO	DMR24382001	DOC MARTENS		\$169.99	\$215.00	\$45.01	20.9%
Saf-Gard	SUFFOLK CO	DMR24383001	DOC MARTENS		\$169.99	\$215.00	\$45.01	20.9%
Saf-Gard	SUFFOLK CO	DMR25142001	DOC MARTENS		\$69.99	\$133.00	\$63.01	47.4%
Saf-Gard	SUFFOLK CO	DMR25178001	DOC MARTENS		\$129.99	\$169.00	\$39.01	23.1%
Saf-Gard	SUFFOLK CO	DMR25623001	DOC MARTENS		\$119.99	\$164.00	\$44.01	26.8%
Saf-Gard	SUFFOLK CO	DMR26307001	DOC MARTENS		\$159.99	\$208.00	\$48.01	23.1%
Saf-Gard	SUFFOLK CO	DMR26310001	DOC MARTENS		\$124.99	\$162.00	\$37.01	22.8%
Saf-Gard	SUFFOLK CO	DMR27006207	DOC MARTENS		\$149.99	\$197.00	\$47.01	23.9%
Saf-Gard	SUFFOLK CO	DMR27524601	DOC MARTENS		\$159.99	\$200.00	\$40.01	20.0%
Saf-Gard	SUFFOLK CO	DMR27525601	DOC MARTENS		\$129.99	\$165.00	\$35.01	21.2%
Saf-Gard	SUFFOLK CO	DMR32010205	DOC MARTENS		\$169.99	\$217.00	\$47.01	21.7%
Saf-Gard	SUFFOLK CO	DMR32012205	DOC MARTENS		\$129.99	\$166.00	\$36.01	21.7%
Saf-Gard	SUFFOLK CO	DMR32013205	DOC MARTENS		\$169.99	\$217.00	\$47.01	21.7%
Saf-Gard	SUFFOLK CO	DUC12187	DURANGO		\$179.99	\$233.00	\$53.01	22.8%
Saf-Gard	SUFFOLK CO	DW10023BCH	DEWITT		\$109.99	\$140.00	\$30.01	21.4%
Saf-Gard	SUFFOLK CO	ENERGEL			\$21.99	\$28.00	\$6.01	21.5%
Saf-Gard	SUFFOLK CO	FEL12416		5.11	\$194.99	\$248.00	\$53.01	21.4%
Saf-Gard	SUFFOLK CO	FEL12421		5.11	\$179.99	\$228.00	\$48.01	21.1%
Saf-Gard	SUFFOLK CO	FIL1SG30201	FILA		\$79.99	\$100.00	\$20.01	20.0%
Saf-Gard	SUFFOLK CO	FIL1SG30349	FILA		\$79.99	\$102.00	\$22.01	21.6%
Saf-Gard	SUFFOLK CO	FIL5LM00154	FILA		\$79.99	\$102.00	\$22.01	21.6%
Saf-Gard	SUFFOLK CO	FIL679661	FILA		\$69.99	\$89.00	\$19.01	21.4%
Saf-Gard	SUFFOLK CO	FIL680011	FILA		\$69.99	\$89.00	\$19.01	21.4%
Saf-Gard	SUFFOLK CO	FIL680255	FILA		\$69.99	\$89.00	\$19.01	21.4%
Saf-Gard	SUFFOLK CO	FIL680418	FILA		\$69.99	\$89.00	\$19.01	21.4%
Saf-Gard	SUFFOLK CO	FL358623TA-BLK	FILA		\$15.00	\$17.75	\$2.75	15.5%

Saf-Gard	SUFFOLK CO	FL5RM00665097	FILA	\$74.99	\$95.00	\$20.01	21.1%
Saf-Gard	SUFFOLK CO	FL5RM00665253	FILA	\$74.99	\$95.00	\$20.01	21.1%
Saf-Gard	SUFFOLK CO	FOMAXIMUM	FORM INSOLES	\$42.99	\$53.00	\$10.01	18.9%
Saf-Gard	SUFFOLK CO	FOREINFORCED	FORM INSOLES	\$39.95	\$52.00	\$12.05	23.2%
Saf-Gard	SUFFOLK CO	FOULTRA	FORM INSOLES	\$39.95	\$52.00	\$12.05	23.2%
Saf-Gard	SUFFOLK CO	FS11576-001	FLORSHEIM	\$109.99	\$140.00	\$30.01	21.4%
Saf-Gard	SUFFOLK CO	GA4274	GEORGIA BOOT	\$179.99	\$228.00	\$48.01	21.1%
Saf-Gard	SUFFOLK CO	GA4374	GEORGIA BOOT	\$187.99	\$245.00	\$57.01	23.3%
Saf-Gard	SUFFOLK CO	GA4603	GEORGIA BOOT	\$199.99	\$261.00	\$61.01	23.4%
Saf-Gard	SUFFOLK CO	GA6374	GEORGIA BOOT	\$149.99	\$193.00	\$43.01	22.3%
Saf-Gard	SUFFOLK CO	GA6395	GEORGIA BOOT	\$173.99	\$220.00	\$46.01	20.9%
Saf-Gard	SUFFOLK CO	GA7313	GEORGIA BOOT	\$119.99	\$222.00	\$102.01	46.0%
Saf-Gard	SUFFOLK CO	GAGB00097	GEORGIA BOOT	\$234.99	\$297.00	\$62.01	20.9%
Saf-Gard	SUFFOLK CO	GAGB00272	GEORGIA BOOT	\$174.99	\$223.00	\$48.01	21.5%
Saf-Gard	SUFFOLK CO	GAGB00337	GEORGIA BOOT	\$164.99	\$209.00	\$44.01	21.1%
Saf-Gard	SUFFOLK CO	GAGB00353	GEORGIA BOOT	\$154.99	\$197.00	\$42.01	21.3%
Saf-Gard	SUFFOLK CO	GAGB00437	GEORGIA BOOT	\$179.99	\$229.00	\$49.01	21.4%
Saf-Gard	SUFFOLK CO	GAGR530	GEORGIA BOOT	\$134.99	\$172.00	\$37.01	21.5%
Saf-Gard	SUFFOLK CO	GGM1030	GENUINE GRIPS	\$19.99	\$77.00	\$57.01	74.0%
Saf-Gard	SUFFOLK CO	GGM1600	GENUINE GRIPS	\$29.99	\$77.00	\$47.01	61.1%
Saf-Gard	SUFFOLK CO	GGM2015	GENUINE GRIPS	\$29.99	\$75.00	\$45.01	60.0%
Saf-Gard	SUFFOLK CO	GGM215	GENUINE GRIPS	\$29.99	\$78.00	\$48.01	61.6%
Saf-Gard	SUFFOLK CO	GGM360	GENUINE GRIPS	\$79.99	\$102.00	\$22.01	21.6%
Saf-Gard	SUFFOLK CO	GGM6000	GENUINE GRIPS	\$109.99	\$139.00	\$29.01	20.9%
Saf-Gard	SUFFOLK CO	GGM6100	GENUINE GRIPS	\$109.99	\$139.00	\$29.01	20.9%
Saf-Gard	SUFFOLK CO	GGM6300	GENUINE GRIPS	\$104.99	\$133.00	\$28.01	21.1%
Saf-Gard	SUFFOLK CO	GGM7100	GENUINE GRIPS	\$79.99	\$102.00	\$22.01	21.6%
Saf-Gard	SUFFOLK CO	GGM720	GENUINE GRIPS	\$79.99	\$102.00	\$22.01	21.6%
Saf-Gard	SUFFOLK CO	GGM940	GENUINE GRIPS	\$84.99	\$108.00	\$23.01	21.3%
Saf-Gard	SUFFOLK CO	GGM9540	GENUINE GRIPS	\$84.99	\$108.00	\$23.01	21.3%
Saf-Gard	SUFFOLK CO	HD83883	HARLEY DAVIDSON	\$159.99	\$209.00	\$49.01	23.4%
Saf-Gard	SUFFOLK CO	HD93120	HARLEY DAVIDSON	\$129.99	\$264.00	\$134.01	50.8%
Saf-Gard	SUFFOLK CO	HD93329	HARLEY DAVIDSON	\$134.99	\$170.00	\$35.01	20.6%
Saf-Gard	SUFFOLK CO	HD93496	HARLEY DAVIDSON	\$99.99	\$220.00	\$120.01	54.6%
Saf-Gard	SUFFOLK CO	HD93563	HARLEY DAVIDSON	\$159.99	\$209.00	\$49.01	23.4%
Saf-Gard	SUFFOLK CO	HD93579	HARLEY DAVIDSON	\$154.99	\$200.00	\$45.01	22.5%
Saf-Gard	SUFFOLK CO	HD93833	HARLEY DAVIDSON	\$164.99	\$213.00	\$48.01	22.5%
Saf-Gard	SUFFOLK CO	HD93834	HARLEY DAVIDSON	\$164.99	\$213.00	\$48.01	22.5%
Saf-Gard	SUFFOLK CO	HD95055	HARLEY DAVIDSON	\$149.99	\$242.00	\$92.01	38.0%
Saf-Gard	SUFFOLK CO	HD95328	HARLEY DAVIDSON	\$154.99	\$198.00	\$43.01	21.7%
Saf-Gard	SUFFOLK CO	HO1110520BBL	HOKA	\$174.99	\$222.00	\$47.01	21.2%
Saf-Gard	SUFFOLK CO	HO1110520HMLR	HOKA	\$174.99	\$223.00	\$48.01	21.5%
Saf-Gard	SUFFOLK CO	HO1110520OTRS	HOKA	\$174.99	\$223.00	\$48.01	21.5%
Saf-Gard	SUFFOLK CO	HO1110521BBL	HOKA	\$174.99	\$222.00	\$47.01	21.2%
Saf-Gard	SUFFOLK CO	HO1110521HMLR	HOKA	\$174.99	\$223.00	\$48.01	21.5%
Saf-Gard	SUFFOLK CO	HO1110521ICW	HOKA	\$174.99	\$223.00	\$48.01	21.5%
Saf-Gard	SUFFOLK CO	HO1110521PHW	HOKA	\$174.99	\$223.00	\$48.01	21.5%
Saf-Gard	SUFFOLK CO	HO1110521WHT	HOKA	\$174.99	\$222.00	\$47.01	21.2%
Saf-Gard	SUFFOLK CO	HO1129350BBL	HOKA	\$174.99	\$224.00	\$49.01	21.9%
Saf-Gard	SUFFOLK CO	HO1129350HMLR	HOKA	\$174.99	\$223.00	\$48.01	21.5%
Saf-Gard	SUFFOLK CO	HO1129350OTRS	HOKA	\$174.99	\$223.00	\$48.01	21.5%
Saf-Gard	SUFFOLK CO	HO1129351BBL	HOKA	\$174.99	\$222.00	\$47.01	21.2%
Saf-Gard	SUFFOLK CO	HO1129351HMLR	HOKA	\$174.99	\$223.00	\$48.01	21.5%
Saf-Gard	SUFFOLK CO	HO1129351WHT	HOKA	\$174.99	\$222.00	\$47.01	21.2%
Saf-Gard	SUFFOLK CO	HO129350BBL	HOKA	\$174.99	\$222.00	\$47.01	21.2%
Saf-Gard	SUFFOLK CO	HS10229	HOSS BOOTS	\$99.99	\$133.00	\$33.01	24.8%
Saf-Gard	SUFFOLK CO	HS20230	HOSS BOOTS	\$99.99	\$133.00	\$33.01	24.8%
Saf-Gard	SUFFOLK CO	HS50238	HOSS BOOTS	\$124.99	\$157.00	\$32.01	20.4%
Saf-Gard	SUFFOLK CO	HS50406	HOSS BOOTS	\$99.99	\$153.00	\$53.01	34.6%
Saf-Gard	SUFFOLK CO	HS60160	HOSS BOOTS	\$99.99	\$135.00	\$35.01	25.9%
Saf-Gard	SUFFOLK CO	HS60177	HOSS BOOTS	\$99.99	\$179.00	\$79.01	44.1%
Saf-Gard	SUFFOLK CO	HS60203	HOSS BOOTS	\$129.99	\$179.00	\$49.01	27.4%
Saf-Gard	SUFFOLK CO	HS60230	HOSS BOOTS	\$109.99	\$150.00	\$40.01	26.7%
Saf-Gard	SUFFOLK CO	HS60242	HOSS BOOTS	\$149.99	\$194.00	\$44.01	22.7%
Saf-Gard	SUFFOLK CO	HS60466	HOSS BOOTS	\$149.99	\$194.00	\$44.01	22.7%
Saf-Gard	SUFFOLK CO	HS60542	HOSS BOOTS	\$99.99	\$136.00	\$36.01	26.5%
Saf-Gard	SUFFOLK CO	HS60700	HOSS BOOTS	\$129.99	\$194.00	\$64.01	33.0%
Saf-Gard	SUFFOLK CO	HS60877	HOSS BOOTS	\$139.99	\$181.00	\$41.01	22.7%
Saf-Gard	SUFFOLK CO	HS70120	HOSS BOOTS	\$99.99	\$137.00	\$37.01	27.0%
Saf-Gard	SUFFOLK CO	HS70165	HOSS BOOTS	\$79.99	\$142.00	\$62.01	43.7%
Saf-Gard	SUFFOLK CO	HS70423	HOSS BOOTS	\$109.99	\$142.00	\$32.01	22.5%
Saf-Gard	SUFFOLK CO	HS80114	HOSS BOOTS	\$139.99	\$220.00	\$80.01	36.4%

Saf-Gard	SUFFOLK CO	HS80715	HOSS BOOTS	\$139.99	\$216.00	\$76.01	35.2%
Saf-Gard	SUFFOLK CO	HSDH60216	DIEHARD	\$119.99	\$154.00	\$34.01	22.1%
Saf-Gard	SUFFOLK CO	HSMT50180	MOXIE TRADES	\$95.99	\$123.00	\$27.01	22.0%
Saf-Gard	SUFFOLK CO	HX603102	HAIX	\$449.99	\$570.00	\$120.01	21.1%
Saf-Gard	SUFFOLK CO	HX603110	HAIX	\$449.99	\$570.00	\$120.01	21.1%
Saf-Gard	SUFFOLK CO	HX603111	HAIX	\$499.99	\$595.00	\$95.01	16.0%
Saf-Gard	SUFFOLK CO	HX604103	HAIX	\$399.99	\$506.00	\$106.01	21.0%
Saf-Gard	SUFFOLK CO	HX620012	HAIX	\$399.99	\$506.00	\$106.01	21.0%
Saf-Gard	SUFFOLK CO	JD256016-BLK	JOHN DEERE	\$127.99	\$163.00	\$35.01	21.5%
Saf-Gard	SUFFOLK CO	JD256017-CDB	JOHN DEERE	\$157.99	\$201.00	\$43.01	21.4%
Saf-Gard	SUFFOLK CO	JD350	WINTER WALKING	\$27.99	\$38.00	\$10.01	26.3%
Saf-Gard	SUFFOLK CO	JD510	WINTER WALKING	\$33.99	\$43.00	\$9.01	21.0%
Saf-Gard	SUFFOLK CO	JM02005555	JOHNSTON MURPHY	\$169.99	\$217.00	\$47.01	21.7%
Saf-Gard	SUFFOLK CO	JOYWBCLBK	JOYBEES	\$34.99	\$65.00	\$30.01	46.2%
Saf-Gard	SUFFOLK CO	JOYWBCLGW	JOYBEES	\$49.99	\$65.00	\$15.01	23.1%
Saf-Gard	SUFFOLK CO	JUGY9980	JUSTIN BOOTS	\$124.99	\$163.00	\$38.01	23.3%
Saf-Gard	SUFFOLK CO	JUSE4570	JUSTIN BOOTS	\$164.99	\$215.00	\$50.01	23.3%
Saf-Gard	SUFFOLK CO	JUSE4812	JUSTIN BOOTS	\$149.99	\$189.00	\$39.01	20.6%
Saf-Gard	SUFFOLK CO	JUSE4824	JUSTIN BOOTS	\$139.99	\$189.00	\$49.01	25.9%
Saf-Gard	SUFFOLK CO	KG145BL	KINGS	\$4.99	\$6.00	\$1.01	16.8%
Saf-Gard	SUFFOLK CO	KG145BR	KINGS	\$4.99	\$6.00	\$1.01	16.8%
Saf-Gard	SUFFOLK CO	KG154BL	KINGS	\$4.99	\$6.00	\$1.01	16.8%
Saf-Gard	SUFFOLK CO	KG154BR	KINGS	\$4.99	\$6.00	\$1.01	16.8%
Saf-Gard	SUFFOLK CO	KG163BL	KG BOOTGUARD	\$4.99	\$6.00	\$1.01	16.8%
Saf-Gard	SUFFOLK CO	KG163BR	KG BOOTGUARD	\$4.99	\$6.00	\$1.01	16.8%
Saf-Gard	SUFFOLK CO	KG-LACE-54	KG BOOTGUARD	\$8.25	\$8.75	\$0.50	5.7%
Saf-Gard	SUFFOLK CO	KN1006999	KEEN	\$99.99	\$141.00	\$41.01	29.1%
Saf-Gard	SUFFOLK CO	KN1007024	KEEN	\$189.99	\$248.00	\$58.01	23.4%
Saf-Gard	SUFFOLK CO	KN1007969	KEEN	\$184.99	\$248.00	\$63.01	25.4%
Saf-Gard	SUFFOLK CO	KN1009709	KEEN	\$189.99	\$247.00	\$57.01	23.1%
Saf-Gard	SUFFOLK CO	KN1011242	KEEN	\$149.99	\$274.00	\$124.01	45.3%
Saf-Gard	SUFFOLK CO	KN1011243	KEEN	\$149.99	\$274.00	\$124.01	45.3%
Saf-Gard	SUFFOLK CO	KN1011244	KEEN	\$179.99	\$235.00	\$55.01	23.4%
Saf-Gard	SUFFOLK CO	KN1011357	KEEN	\$189.99	\$240.00	\$50.01	20.8%
Saf-Gard	SUFFOLK CO	KN1011869	KEEN	\$21.99	\$25.00	\$3.01	12.0%
Saf-Gard	SUFFOLK CO	KN1011870	KEEN	\$21.99	\$25.00	\$3.01	12.0%
Saf-Gard	SUFFOLK CO	KN1012771	KEEN	\$149.99	\$287.00	\$137.01	47.7%
Saf-Gard	SUFFOLK CO	KN1014600	KEEN	\$149.99	\$273.00	\$123.01	45.1%
Saf-Gard	SUFFOLK CO	KN1014605	KEEN	\$109.99	\$260.00	\$150.01	57.7%
Saf-Gard	SUFFOLK CO	KN1014606	KEEN	\$99.99	\$182.00	\$82.01	45.1%
Saf-Gard	SUFFOLK CO	KN1015401	KEEN	\$189.99	\$204.00	\$14.01	6.9%
Saf-Gard	SUFFOLK CO	KN1016778	KEEN	\$149.99	\$305.00	\$155.01	50.8%
Saf-Gard	SUFFOLK CO	KN1017804	KEEN	\$204.99	\$250.00	\$45.01	18.0%
Saf-Gard	SUFFOLK CO	KN1017828	KEEN	\$149.99	\$227.00	\$77.01	33.9%
Saf-Gard	SUFFOLK CO	KN1017833	KEEN	\$199.99	\$294.00	\$94.01	32.0%
Saf-Gard	SUFFOLK CO	KN1018023	KEEN	\$149.99	\$274.00	\$124.01	45.3%
Saf-Gard	SUFFOLK CO	KN1018079	KEEN	\$149.99	\$196.00	\$46.01	23.5%
Saf-Gard	SUFFOLK CO	KN1020039	KEEN	\$149.99	\$212.00	\$62.01	29.3%
Saf-Gard	SUFFOLK CO	KN1020053	KEEN	\$156.00	\$229.00	\$73.00	31.9%
Saf-Gard	SUFFOLK CO	KN1020085	KEEN	\$149.99	\$221.00	\$71.01	32.1%
Saf-Gard	SUFFOLK CO	KN1020086	KEEN	\$169.99	\$221.00	\$51.01	23.1%
Saf-Gard	SUFFOLK CO	KN1020146	KEEN	\$139.99	\$228.00	\$88.01	38.6%
Saf-Gard	SUFFOLK CO	KN1021315	KEEN	\$164.99	\$222.00	\$57.01	25.7%
Saf-Gard	SUFFOLK CO	KN1021467	KEEN	\$214.99	\$275.00	\$60.01	21.8%
Saf-Gard	SUFFOLK CO	KN1023205	KEEN	\$129.99	\$182.00	\$52.01	28.6%
Saf-Gard	SUFFOLK CO	KN1023216	KEEN	\$144.99	\$195.00	\$50.01	25.6%
Saf-Gard	SUFFOLK CO	KN1023217	KEEN	\$149.99	\$196.00	\$46.01	23.5%
Saf-Gard	SUFFOLK CO	KN1023220	KEEN	\$158.99	\$201.00	\$42.01	20.9%
Saf-Gard	SUFFOLK CO	KN1023222	KEEN	\$189.99	\$250.00	\$60.01	24.0%
Saf-Gard	SUFFOLK CO	KN1023230	KEEN	\$139.99	\$200.00	\$60.01	30.0%
Saf-Gard	SUFFOLK CO	KN1023231	KEEN	\$149.99	\$196.00	\$46.01	23.5%
Saf-Gard	SUFFOLK CO	KN1023232	KEEN	\$139.99	\$186.00	\$46.01	24.7%
Saf-Gard	SUFFOLK CO	KN1024182	KEEN	\$169.99	\$242.00	\$72.01	29.8%
Saf-Gard	SUFFOLK CO	KN1024184	KEEN	\$169.99	\$242.00	\$72.01	29.8%
Saf-Gard	SUFFOLK CO	KN1024185	KEEN	\$174.99	\$227.00	\$52.01	22.9%
Saf-Gard	SUFFOLK CO	KN1024191	KEEN	\$99.99	\$159.00	\$59.01	37.1%
Saf-Gard	SUFFOLK CO	KN1024195	KEEN	\$99.99	\$240.00	\$140.01	58.3%
Saf-Gard	SUFFOLK CO	KN1024222	KEEN	\$199.99	\$304.00	\$104.01	34.2%
Saf-Gard	SUFFOLK CO	KN1024569	KEEN	\$156.00	\$199.00	\$43.00	21.6%
Saf-Gard	SUFFOLK CO	KN1024570	KEEN	\$151.13	\$193.00	\$41.87	21.7%
Saf-Gard	SUFFOLK CO	KN1024576	KEEN	\$159.99	\$215.00	\$55.01	25.6%
Saf-Gard	SUFFOLK CO	KN1024577	KEEN	\$149.99	\$204.00	\$54.01	26.5%

Saf-Gard	SUFFOLK CO	KN1024588	KEEN	\$129.99	\$170.00	\$40.01	23.5%
Saf-Gard	SUFFOLK CO	KN1024592	KEEN	\$129.99	\$171.00	\$41.01	24.0%
Saf-Gard	SUFFOLK CO	KN1024604	KEEN	\$119.99	\$176.00	\$56.01	31.8%
Saf-Gard	SUFFOLK CO	KN1025241	KEEN	\$119.99	\$176.00	\$56.01	31.8%
Saf-Gard	SUFFOLK CO	KN1025569	KEEN	\$114.99	\$146.00	\$31.01	21.2%
Saf-Gard	SUFFOLK CO	KN1025570	KEEN	\$99.99	\$146.00	\$46.01	31.5%
Saf-Gard	SUFFOLK CO	KN1025637	KEEN	\$109.99	\$148.00	\$38.01	25.7%
Saf-Gard	SUFFOLK CO	KN1025638	KEEN	\$109.99	\$148.00	\$38.01	25.7%
Saf-Gard	SUFFOLK CO	KN1025697	KEEN	\$149.99	\$320.00	\$170.01	53.1%
Saf-Gard	SUFFOLK CO	KN1025723	KEEN	\$109.99	\$141.00	\$31.01	22.0%
Saf-Gard	SUFFOLK CO	KN1025724	KEEN	\$109.99	\$141.00	\$31.01	22.0%
Saf-Gard	SUFFOLK CO	KN1026357	KEEN	\$139.99	\$226.00	\$86.01	38.1%
Saf-Gard	SUFFOLK CO	KN1026486	KEEN	\$149.99	\$242.00	\$92.01	38.0%
Saf-Gard	SUFFOLK CO	KN1026487	KEEN	\$149.99	\$242.00	\$92.01	38.0%
Saf-Gard	SUFFOLK CO	KN1026488	KEEN	\$149.99	\$248.00	\$98.01	39.5%
Saf-Gard	SUFFOLK CO	KN1026704	KEEN	\$124.99	\$176.00	\$51.01	29.0%
Saf-Gard	SUFFOLK CO	KN1026705	KEEN	\$99.99	\$192.00	\$92.01	47.9%
Saf-Gard	SUFFOLK CO	KN1026707	KEEN	\$99.99	\$180.00	\$80.01	44.5%
Saf-Gard	SUFFOLK CO	KN1026708	KEEN	\$99.99	\$180.00	\$80.01	44.5%
Saf-Gard	SUFFOLK CO	KN1026829	KEEN	\$144.99	\$185.00	\$40.01	21.6%
Saf-Gard	SUFFOLK CO	KN1026892	KEEN	\$149.99	\$261.00	\$111.01	42.5%
Saf-Gard	SUFFOLK CO	KN1027080	KEEN	\$159.99	\$205.00	\$45.01	22.0%
Saf-Gard	SUFFOLK CO	KN1027102	KEEN	\$179.99	\$235.00	\$55.01	23.4%
Saf-Gard	SUFFOLK CO	KN1027104	KEEN	\$139.99	\$235.00	\$95.01	40.4%
Saf-Gard	SUFFOLK CO	KN1027646	KEEN	\$99.99	\$172.00	\$72.01	41.9%
Saf-Gard	SUFFOLK CO	KN1027653	KEEN	\$121.88	\$155.00	\$33.12	21.4%
Saf-Gard	SUFFOLK CO	KN1027659	KEEN	\$121.88	\$155.00	\$33.12	21.4%
Saf-Gard	SUFFOLK CO	KN1027662	KEEN	\$99.99	\$155.00	\$55.01	35.5%
Saf-Gard	SUFFOLK CO	KN1027690	KEEN	\$209.99	\$268.00	\$58.01	21.6%
Saf-Gard	SUFFOLK CO	KN1028283	KEEN	\$190.13	\$242.00	\$51.87	21.4%
Saf-Gard	SUFFOLK CO	KN1028317	KEEN	\$164.99	\$210.00	\$45.01	21.4%
Saf-Gard	SUFFOLK CO	KN1028708	KEEN	\$126.75	\$161.00	\$34.25	21.3%
Saf-Gard	SUFFOLK CO	KN1029118	KEEN	\$117.00	\$149.00	\$32.00	21.5%
Saf-Gard	SUFFOLK CO	KN1029149	KEEN	\$147.99	\$189.00	\$41.01	21.7%
Saf-Gard	SUFFOLK CO	KOA4NM1	KODIAK	\$159.99	\$256.00	\$96.01	37.5%
Saf-Gard	SUFFOLK CO	LC228040	LACROSSE	\$184.99	\$234.00	\$49.01	20.9%
Saf-Gard	SUFFOLK CO	LC24009091	LACROSSE	\$109.99	\$144.00	\$34.01	23.6%
Saf-Gard	SUFFOLK CO	LC302422	LACROSSE	\$199.99	\$253.00	\$53.01	21.0%
Saf-Gard	SUFFOLK CO	LC376121	LACROSSE	\$149.99	\$248.00	\$98.01	39.5%
Saf-Gard	SUFFOLK CO	LC644103	LACROSSE	\$209.99	\$266.00	\$56.01	21.1%
Saf-Gard	SUFFOLK CO	LF840601	LAFORST	\$89.99	\$116.00	\$26.01	22.4%
Saf-Gard	SUFFOLK CO	LOCKLACE	LOCK LACES	\$9.99	\$20.00	\$10.01	50.1%
Saf-Gard	SUFFOLK CO	LOCKLACEBRN	LOCK LACES	\$9.99	\$12.75	\$2.76	21.6%
Saf-Gard	SUFFOLK CO	LS1031	LEGGE SYSTEM	\$299.99	\$380.00	\$80.01	21.1%
Saf-Gard	SUFFOLK CO	LSCCI-F2	LEGGE SYSTEM	\$49.99	\$63.00	\$13.01	20.7%
Saf-Gard	SUFFOLK CO	MCASPSTL	MUCK	\$219.99	\$279.00	\$59.01	21.2%
Saf-Gard	SUFFOLK CO	MCHS000A	MUCK	\$159.99	\$202.00	\$42.01	20.8%
Saf-Gard	SUFFOLK CO	MCMAXCMP	MUCK	\$149.99	\$235.00	\$85.01	36.2%
Saf-Gard	SUFFOLK CO	MEGASOLE	MEGA COMFORT	\$24.99	\$32.00	\$7.01	21.9%
Saf-Gard	SUFFOLK CO	METGUARD	ABEL & ACADIA	\$36.99	\$84.00	\$47.01	56.0%
Saf-Gard	SUFFOLK CO	MIXPX761	MICHELIN	\$214.99	\$272.00	\$57.01	21.0%
Saf-Gard	SUFFOLK CO	MIXPX781	MICHELIN	\$214.99	\$272.00	\$57.01	21.0%
Saf-Gard	SUFFOLK CO	MLJ003321	MERRELL	\$129.99	\$167.00	\$37.01	22.2%
Saf-Gard	SUFFOLK CO	MLJ003325	MERRELL	\$99.99	\$128.00	\$28.01	21.9%
Saf-Gard	SUFFOLK CO	MLJ004625	MERRELL	\$114.99	\$146.00	\$31.01	21.2%
Saf-Gard	SUFFOLK CO	MLJ004633	MERRELL	\$119.99	\$159.00	\$39.01	24.5%
Saf-Gard	SUFFOLK CO	MLJ004641	MERRELL	\$109.99	\$140.00	\$30.01	21.4%
Saf-Gard	SUFFOLK CO	MLJ005033	MERRELL	\$99.99	\$127.00	\$27.01	21.3%
Saf-Gard	SUFFOLK CO	MLJ005035	MERRELL	\$99.99	\$127.00	\$27.01	21.3%
Saf-Gard	SUFFOLK CO	MLJ005172	MERRELL	\$99.99	\$146.00	\$46.01	31.5%
Saf-Gard	SUFFOLK CO	MLJ005463	MERRELL	\$129.99	\$172.00	\$42.01	24.4%
Saf-Gard	SUFFOLK CO	MLJ005471	MERRELL	\$154.99	\$197.00	\$42.01	21.3%
Saf-Gard	SUFFOLK CO	MLJ005481	MERRELL	\$99.99	\$159.00	\$59.01	37.1%
Saf-Gard	SUFFOLK CO	MLJ005491	MERRELL	\$89.99	\$191.00	\$101.01	52.9%
Saf-Gard	SUFFOLK CO	MLJ005684	MERRELL	\$99.99	\$127.00	\$27.01	21.3%
Saf-Gard	SUFFOLK CO	MLJ005686	MERRELL	\$99.99	\$127.00	\$27.01	21.3%
Saf-Gard	SUFFOLK CO	MLJ007853	MERRELL	\$121.99	\$155.00	\$33.01	21.3%
Saf-Gard	SUFFOLK CO	MLJ099304	MERRELL	\$124.99	\$158.00	\$33.01	20.9%
Saf-Gard	SUFFOLK CO	MLJ099319	MERRELL	\$124.99	\$158.00	\$33.01	20.9%
Saf-Gard	SUFFOLK CO	MLJ099371	MERRELL	\$99.99	\$212.00	\$112.01	52.8%
Saf-Gard	SUFFOLK CO	MLJ11119	MERRELL	\$139.99	\$186.00	\$46.01	24.7%
Saf-Gard	SUFFOLK CO	MLJ11515	MERRELL	\$99.99	\$206.00	\$106.01	51.5%

Saf-Gard	SUFFOLK CO	MLJ11617	MERRELL	\$129.99	\$202.00	\$72.01	35.6%
Saf-Gard	SUFFOLK CO	MLJ17535	MERRELL	\$69.99	\$130.00	\$60.01	46.2%
Saf-Gard	SUFFOLK CO	MLJ17763	MERRELL	\$124.00	\$161.00	\$37.00	23.0%
Saf-Gard	SUFFOLK CO	MLJ37178	MERRELL	\$109.99	\$143.00	\$33.01	23.1%
Saf-Gard	SUFFOLK CO	MLJ61127	MERRELL	\$99.99	\$130.00	\$30.01	23.1%
Saf-Gard	SUFFOLK CO	MLJ61132	MERRELL	\$99.99	\$130.00	\$30.01	23.1%
Saf-Gard	SUFFOLK CO	MLJ62382	MERRELL	\$79.99	\$149.00	\$69.01	46.3%
Saf-Gard	SUFFOLK CO	MLJ86593	MERRELL	\$109.99	\$143.00	\$33.01	23.1%
Saf-Gard	SUFFOLK CO	MW402109	MELLOW WALK	\$124.99	\$163.00	\$38.01	23.3%
Saf-Gard	SUFFOLK CO	MW424092	MELLOW WALK	\$99.99	\$156.00	\$56.01	35.9%
Saf-Gard	SUFFOLK CO	MW429139	MELLOW WALK	\$159.99	\$208.00	\$48.01	23.1%
Saf-Gard	SUFFOLK CO	MW482072	MELLOW WALK	\$124.99	\$163.00	\$38.01	23.3%
Saf-Gard	SUFFOLK CO	MW500089	MELLOW WALK	\$139.99	\$182.00	\$42.01	23.1%
Saf-Gard	SUFFOLK CO	MW538202	MELLOW WALK	\$79.99	\$182.00	\$102.01	56.0%
Saf-Gard	SUFFOLK CO	N1312	NAUTILUS	\$94.99	\$121.00	\$26.01	21.5%
Saf-Gard	SUFFOLK CO	N1343	NAUTILUS	\$89.99	\$129.00	\$39.01	30.2%
Saf-Gard	SUFFOLK CO	N1347	NAUTILUS	\$74.99	\$136.00	\$61.01	44.9%
Saf-Gard	SUFFOLK CO	N1393	NAUTILUS	\$89.99	\$119.00	\$29.01	24.4%
Saf-Gard	SUFFOLK CO	N1420	NAUTILUS	\$99.99	\$129.00	\$29.01	22.5%
Saf-Gard	SUFFOLK CO	N1425	NAUTILUS	\$99.99	\$127.00	\$27.01	21.3%
Saf-Gard	SUFFOLK CO	N1607	NAUTILUS	\$92.99	\$122.00	\$29.01	23.8%
Saf-Gard	SUFFOLK CO	N1611	NAUTILUS	\$49.99	\$120.00	\$70.01	58.3%
Saf-Gard	SUFFOLK CO	N1620	NAUTILUS	\$109.99	\$144.00	\$34.01	23.6%
Saf-Gard	SUFFOLK CO	N1630	NAUTILUS	\$109.99	\$144.00	\$34.01	23.6%
Saf-Gard	SUFFOLK CO	N1631	NAUTILUS	\$107.99	\$140.00	\$32.01	22.9%
Saf-Gard	SUFFOLK CO	N1652	NAUTILUS	\$92.99	\$122.00	\$29.01	23.8%
Saf-Gard	SUFFOLK CO	N2489	NAUTILUS	\$104.99	\$134.00	\$29.01	21.6%
Saf-Gard	SUFFOLK CO	N4041	NAUTILUS	\$99.99	\$128.00	\$28.01	21.9%
Saf-Gard	SUFFOLK CO	N4046	NAUTILUS	\$99.99	\$128.00	\$28.01	21.9%
Saf-Gard	SUFFOLK CO	N4340	NAUTILUS	\$94.99	\$119.00	\$24.01	20.2%
Saf-Gard	SUFFOLK CO	N4362	NAUTILUS	\$79.99	\$102.00	\$22.01	21.6%
Saf-Gard	SUFFOLK CO	N4611	NAUTILUS	\$94.99	\$130.00	\$35.01	26.9%
Saf-Gard	SUFFOLK CO	N4661	NAUTILUS	\$99.99	\$130.00	\$30.01	23.1%
Saf-Gard	SUFFOLK CO	N5053	SKIDBUSTERS	\$79.99	\$104.00	\$24.01	23.1%
Saf-Gard	SUFFOLK CO	N711	AVENGER	\$119.99	\$153.00	\$33.01	21.6%
Saf-Gard	SUFFOLK CO	N7116	AVENGER	\$89.99	\$135.00	\$45.01	33.3%
Saf-Gard	SUFFOLK CO	N7118	AVENGER	\$109.99	\$143.00	\$33.01	23.1%
Saf-Gard	SUFFOLK CO	N7119	AVENGER	\$99.99	\$143.00	\$43.01	30.1%
Saf-Gard	SUFFOLK CO	N7120	AVENGER	\$109.99	\$144.00	\$34.01	23.6%
Saf-Gard	SUFFOLK CO	N7123	AVENGER	\$99.99	\$131.00	\$31.01	23.7%
Saf-Gard	SUFFOLK CO	N7124	AVENGER	\$74.99	\$123.00	\$48.01	39.0%
Saf-Gard	SUFFOLK CO	N7125	AVENGER	\$74.99	\$123.00	\$48.01	39.0%
Saf-Gard	SUFFOLK CO	N7127	AVENGER	\$116.99	\$149.00	\$32.01	21.5%
Saf-Gard	SUFFOLK CO	N7130	AVENGER	\$114.99	\$150.00	\$35.01	23.3%
Saf-Gard	SUFFOLK CO	N7146	AVENGER	\$104.99	\$137.00	\$32.01	23.4%
Saf-Gard	SUFFOLK CO	N7164	AVENGER	\$109.99	\$138.00	\$28.01	20.3%
Saf-Gard	SUFFOLK CO	N7221	AVENGER	\$94.99	\$121.00	\$26.01	21.5%
Saf-Gard	SUFFOLK CO	N7223	AVENGER	\$104.99	\$137.00	\$32.01	23.4%
Saf-Gard	SUFFOLK CO	N7225	AVENGER	\$59.99	\$123.00	\$63.01	51.2%
Saf-Gard	SUFFOLK CO	N7228	NAUTILUS	\$119.99	\$156.00	\$36.01	23.1%
Saf-Gard	SUFFOLK CO	N7242	AVENGER	\$74.99	\$110.00	\$35.01	31.8%
Saf-Gard	SUFFOLK CO	N7244	AVENGER	\$119.99	\$158.00	\$38.01	24.1%
Saf-Gard	SUFFOLK CO	N7245	AVENGER	\$119.99	\$157.00	\$37.01	23.6%
Saf-Gard	SUFFOLK CO	N7248	AVENGER	\$74.99	\$162.00	\$87.01	53.7%
Saf-Gard	SUFFOLK CO	N7264	NAUTILUS	\$119.99	\$157.00	\$37.01	23.6%
Saf-Gard	SUFFOLK CO	N7286	AVENGER	\$114.99	\$150.00	\$35.01	23.3%
Saf-Gard	SUFFOLK CO	N7340	NAUTILUS	\$94.99	\$180.00	\$85.01	47.2%
Saf-Gard	SUFFOLK CO	N7341	AVENGER	\$139.99	\$178.00	\$38.01	21.4%
Saf-Gard	SUFFOLK CO	N7402	AVENGER	\$94.99	\$170.00	\$75.01	44.1%
Saf-Gard	SUFFOLK CO	N7420	NAUTILUS	\$99.99	\$146.00	\$46.01	31.5%
Saf-Gard	SUFFOLK CO	N7421	AVENGER	\$124.99	\$163.00	\$38.01	23.3%
Saf-Gard	SUFFOLK CO	N7451	AVENGER	\$124.99	\$162.00	\$37.01	22.8%
Saf-Gard	SUFFOLK CO	N7452	AVENGER	\$139.99	\$185.00	\$45.01	24.3%
Saf-Gard	SUFFOLK CO	N7471	AVENGER	\$124.99	\$163.00	\$38.01	23.3%
Saf-Gard	SUFFOLK CO	N7508	AVENGER	\$130.99	\$170.00	\$39.01	22.9%
Saf-Gard	SUFFOLK CO	N7547	AVENGER	\$99.99	\$186.00	\$86.01	46.2%
Saf-Gard	SUFFOLK CO	N7573	AVENGER	\$154.99	\$209.00	\$54.01	25.8%
Saf-Gard	SUFFOLK CO	N7591	AVENGER	\$164.99	\$203.00	\$38.01	18.7%
Saf-Gard	SUFFOLK CO	N7625	AVENGER	\$49.99	\$65.00	\$15.01	23.1%
Saf-Gard	SUFFOLK CO	N7627	AVENGER	\$92.99	\$119.00	\$26.01	21.9%
Saf-Gard	SUFFOLK CO	N7675	AVENGER	\$84.99	\$108.00	\$23.01	21.3%
Saf-Gard	SUFFOLK CO	N7712	AVENGER	\$104.99	\$137.00	\$32.01	23.4%

Saf-Gard	SUFFOLK CO	N7751	AVENGER	\$99.99	\$136.00	\$36.01	26.5%
Saf-Gard	SUFFOLK CO	N8124	AVENGER	\$99.99	\$131.00	\$31.01	23.7%
Saf-Gard	SUFFOLK CO	N8125	AVENGER	\$99.99	\$131.00	\$31.01	23.7%
Saf-Gard	SUFFOLK CO	N8224	AVENGER	\$99.99	\$130.00	\$30.01	23.1%
Saf-Gard	SUFFOLK CO	N8225	AVENGER	\$99.99	\$130.00	\$30.01	23.1%
Saf-Gard	SUFFOLK CO	N8624	AVENGER	\$94.99	\$122.00	\$27.01	22.1%
Saf-Gard	SUFFOLK CO	N8674	AVENGER	\$99.99	\$127.00	\$27.01	21.3%
Saf-Gard	SUFFOLK CO	N8675	AVENGER	\$89.99	\$122.00	\$32.01	26.2%
Saf-Gard	SUFFOLK CO	NBM1080Y11	NEW BALANCE	\$99.99	\$190.00	\$90.01	47.4%
Saf-Gard	SUFFOLK CO	NBMID412B1	NEW BALANCE	\$99.99	\$138.00	\$38.01	27.5%
Saf-Gard	SUFFOLK CO	NBMID412G1	NEW BALANCE	\$99.99	\$138.00	\$38.01	27.5%
Saf-Gard	SUFFOLK CO	NBMID626K2	NEW BALANCE	\$94.99	\$123.00	\$28.01	22.8%
Saf-Gard	SUFFOLK CO	NBMID806K1	NEW BALANCE	\$99.99	\$130.00	\$30.01	23.1%
Saf-Gard	SUFFOLK CO	NBMID806W1	NEW BALANCE	\$99.99	\$130.00	\$30.01	23.1%
Saf-Gard	SUFFOLK CO	NBMIDALLSBR	NEW BALANCE	\$154.99	\$197.00	\$42.01	21.3%
Saf-Gard	SUFFOLK CO	NBMIDCLBR	NEW BALANCE	\$154.99	\$197.00	\$42.01	21.3%
Saf-Gard	SUFFOLK CO	NBMIDEVOLBG	NEW BALANCE	\$109.99	\$139.00	\$29.01	20.9%
Saf-Gard	SUFFOLK CO	NBMIDEVOLBL	NEW BALANCE	\$114.99	\$146.00	\$31.01	21.2%
Saf-Gard	SUFFOLK CO	NBMIDEVOLBO	NEW BALANCE	\$109.99	\$140.00	\$30.01	21.4%
Saf-Gard	SUFFOLK CO	NBMIDLOGIBL	NEW BALANCE	\$99.99	\$160.00	\$60.01	37.5%
Saf-Gard	SUFFOLK CO	NBMIDLOGINA	NEW BALANCE	\$124.99	\$160.00	\$35.01	21.9%
Saf-Gard	SUFFOLK CO	NBMIDSPWRBL	NEW BALANCE	\$124.99	\$160.00	\$35.01	21.9%
Saf-Gard	SUFFOLK CO	NBMIDSPWROL	NEW BALANCE	\$124.99	\$160.00	\$35.01	21.9%
Saf-Gard	SUFFOLK CO	NBMUFCCEHBG	NEW BALANCE	\$119.99	\$153.00	\$33.01	21.6%
Saf-Gard	SUFFOLK CO	NBWID412P1	NEW BALANCE	\$99.99	\$138.00	\$38.01	27.5%
Saf-Gard	SUFFOLK CO	NBWID589T1	NEW BALANCE	\$99.99	\$139.00	\$39.01	28.1%
Saf-Gard	SUFFOLK CO	NBWID626D2	NEW BALANCE	\$49.99	\$115.00	\$65.01	56.5%
Saf-Gard	SUFFOLK CO	NBWID626K2	NEW BALANCE	\$99.99	\$130.00	\$30.01	23.1%
Saf-Gard	SUFFOLK CO	NBWID806G1	NEW BALANCE	\$59.99	\$116.00	\$56.01	48.3%
Saf-Gard	SUFFOLK CO	NBWID806P1	NEW BALANCE	\$99.99	\$130.00	\$30.01	23.1%
Saf-Gard	SUFFOLK CO	NBWIDEVOLBL	NEW BALANCE	\$109.99	\$140.00	\$30.01	21.4%
Saf-Gard	SUFFOLK CO	NBWIDLOGIBLE	NEW BALANCE	\$124.99	\$160.00	\$35.01	21.9%
Saf-Gard	SUFFOLK CO	NBWIDLOGIGR	NEW BALANCE	\$124.99	\$160.00	\$35.01	21.9%
Saf-Gard	SUFFOLK CO	NBWUFCCEHAP	NEW BALANCE	\$119.99	\$153.00	\$33.01	21.6%
Saf-Gard	SUFFOLK CO	NBWUFCCEHBG	NEW BALANCE	\$119.99	\$153.00	\$33.01	21.6%
Saf-Gard	SUFFOLK CO	NBW623WP	NEW BALANCE	\$69.99	\$91.00	\$21.01	23.1%
Saf-Gard	SUFFOLK CO	NCR1141	NORCROSS	\$99.99	\$128.00	\$28.01	21.9%
Saf-Gard	SUFFOLK CO	NS5055	NAUTILUS	\$60.00	\$76.00	\$16.00	21.1%
Saf-Gard	SUFFOLK CO	NS5071	NAUTILUS	\$50.00	\$63.00	\$13.00	20.6%
Saf-Gard	SUFFOLK CO	NS5076	NAUTILUS	\$59.99	\$63.00	\$3.01	4.8%
Saf-Gard	SUFFOLK CO	OL21111	OLIVER	\$89.99	\$158.00	\$68.01	43.0%
Saf-Gard	SUFFOLK CO	ON5113155	DUNLOP	\$34.99	\$182.00	\$147.01	80.8%
Saf-Gard	SUFFOLK CO	ON81011	DUNLOP	\$39.99	\$53.00	\$13.01	24.5%
Saf-Gard	SUFFOLK CO	ON85324	DUNLOP	\$24.99	\$79.00	\$54.01	68.4%
Saf-Gard	SUFFOLK CO	ON86010	DUNLOP	\$17.99	\$23.00	\$5.01	21.8%
Saf-Gard	SUFFOLK CO	ON86104	DUNLOP	\$44.99	\$59.00	\$14.01	23.7%
Saf-Gard	SUFFOLK CO	ON86622	DUNLOP	\$45.99	\$59.00	\$13.01	22.1%
Saf-Gard	SUFFOLK CO	ON86779	DUNLOP	\$42.99	\$56.00	\$13.01	23.2%
Saf-Gard	SUFFOLK CO	ON87801	DUNLOP	\$19.99	\$28.00	\$8.01	28.6%
Saf-Gard	SUFFOLK CO	ON87981	DUNLOP	\$24.99	\$66.00	\$41.01	62.1%
Saf-Gard	SUFFOLK CO	ON87982	DUNLOP	\$59.99	\$79.00	\$19.01	24.1%
Saf-Gard	SUFFOLK CO	ON89682	DUNLOP	\$44.99	\$59.00	\$14.01	23.7%
Saf-Gard	SUFFOLK CO	ON89904	DUNLOP	\$53.99	\$68.00	\$14.01	20.6%
Saf-Gard	SUFFOLK CO	ON89908	DUNLOP	\$57.99	\$73.00	\$15.01	20.6%
Saf-Gard	SUFFOLK CO	PAM	MEGA COMFORT	\$24.99	\$32.00	\$7.01	21.9%
Saf-Gard	SUFFOLK CO	PAMESD	MEGA COMFORT	\$29.99	\$40.00	\$10.01	25.0%
Saf-Gard	SUFFOLK CO	PAMPR	MEGA COMFORT	\$36.99	\$49.00	\$12.01	24.5%
Saf-Gard	SUFFOLK CO	PKG3-W-PHOENIX	HOYA VISIONWEAR	\$230.00	\$293.00	\$63.00	21.5%
Saf-Gard	SUFFOLK CO	PU632715	PUMA	\$165.75	\$211.00	\$45.25	21.4%
Saf-Gard	SUFFOLK CO	PU640015	PUMA	\$99.99	\$128.00	\$28.01	21.9%
Saf-Gard	SUFFOLK CO	PU640035	PUMA	\$99.99	\$128.00	\$28.01	21.9%
Saf-Gard	SUFFOLK CO	PU640045	PUMA	\$114.99	\$146.00	\$31.01	21.2%
Saf-Gard	SUFFOLK CO	PU640115	PUMA	\$99.99	\$146.00	\$46.01	31.5%
Saf-Gard	SUFFOLK CO	PU640125	PUMA	\$114.99	\$146.00	\$31.01	21.2%
Saf-Gard	SUFFOLK CO	PU640145	PUMA	\$114.99	\$146.00	\$31.01	21.2%
Saf-Gard	SUFFOLK CO	PU642855	PUMA	\$114.99	\$148.00	\$33.01	22.3%
Saf-Gard	SUFFOLK CO	PU642915	PUMA	\$99.99	\$151.00	\$51.01	33.8%
Saf-Gard	SUFFOLK CO	PU642925	PUMA	\$114.99	\$148.00	\$33.01	22.3%
Saf-Gard	SUFFOLK CO	PU643415	PUMA	\$99.99	\$167.00	\$67.01	40.1%
Saf-Gard	SUFFOLK CO	PU643835	PUMA	\$119.99	\$157.00	\$37.01	23.6%
Saf-Gard	SUFFOLK CO	PU643845	PUMA	\$129.99	\$170.00	\$40.01	23.5%
Saf-Gard	SUFFOLK CO	PU643945	PUMA	\$99.99	\$163.00	\$63.01	38.7%

Saf-Gard	SUFFOLK CO	PU644655	PUMA	\$134.99	\$167.00	\$32.01	19.2%
Saf-Gard	SUFFOLK CO	PUG00	GLOBAL GLOVE & SAFETY	\$51.80	\$66.00	\$14.20	21.5%
Saf-Gard	SUFFOLK CO	RE3732	RE	\$119.99	\$157.00	\$37.01	23.6%
Saf-Gard	SUFFOLK CO	REDUSNPU	RED BACK	\$194.99	\$249.00	\$54.01	21.7%
Saf-Gard	SUFFOLK CO	RFOA3FDS-BLA	RF	\$41.99	\$57.00	\$15.01	26.3%
Saf-Gard	SUFFOLK CO	RFCI7923	RF	\$45.99	\$63.00	\$17.01	27.0%
Saf-Gard	SUFFOLK CO	RFCI8521	RF	\$45.99	\$63.00	\$17.01	27.0%
Saf-Gard	SUFFOLK CO	RFG1140CRBLK	REFRIGIWARE	\$224.99	\$287.00	\$62.01	21.6%
Saf-Gard	SUFFOLK CO	RFG122CRGRA	REFRIGIWARE	\$199.99	\$255.00	\$55.01	21.6%
Saf-Gard	SUFFOLK CO	RFG1230CRBRN	REFRIGIWARE	\$189.99	\$242.00	\$52.01	21.5%
Saf-Gard	SUFFOLK CO	RFG1240CRBLK	REFRIGIWARE	\$204.99	\$261.00	\$56.01	21.5%
Saf-Gard	SUFFOLK CO	RFG1275CBLK	REFRIGIWARE	\$204.99	\$261.00	\$56.01	21.5%
Saf-Gard	SUFFOLK CO	RFG1290CRBLK	REFRIGIWARE	\$254.99	\$325.00	\$70.01	21.5%
Saf-Gard	SUFFOLK CO	RFG1340CBLK	REFRIGIWARE	\$204.99	\$261.00	\$56.01	21.5%
Saf-Gard	SUFFOLK CO	RFG1954CRGLD	REFRIGIWARE	\$252.99	\$322.00	\$69.01	21.4%
Saf-Gard	SUFFOLK CO	RO12002XP	ROYER	\$299.99	\$391.00	\$91.01	23.3%
Saf-Gard	SUFFOLK CO	RO12161XP	ROYER	\$299.99	\$391.00	\$91.01	23.3%
Saf-Gard	SUFFOLK CO	RO12311XPJ	ROYER	\$339.99	\$443.00	\$103.01	23.3%
Saf-Gard	SUFFOLK CO	RO5628AG	ROYER	\$229.99	\$300.00	\$70.01	23.3%
Saf-Gard	SUFFOLK CO	RO5725AG	ROYER	\$239.99	\$313.00	\$73.01	23.3%
Saf-Gard	SUFFOLK CO	RY1570	ROCKY	\$159.99	\$203.00	\$43.01	21.2%
Saf-Gard	SUFFOLK CO	RY2167	ROCKY	\$119.99	\$152.00	\$32.01	21.1%
Saf-Gard	SUFFOLK CO	RY2173	ROCKY	\$134.99	\$171.00	\$36.01	21.1%
Saf-Gard	SUFFOLK CO	RY5000	ROCKY	\$139.99	\$182.00	\$42.01	23.1%
Saf-Gard	SUFFOLK CO	RY5001	ROCKY	\$144.99	\$188.00	\$43.01	22.9%
Saf-Gard	SUFFOLK CO	RY6114	ROCKY	\$179.99	\$228.00	\$48.01	21.1%
Saf-Gard	SUFFOLK CO	RY7114	ROCKY	\$159.99	\$212.00	\$52.01	24.5%
Saf-Gard	SUFFOLK CO	RYFQ0005101	ROCKY	\$139.99	\$178.00	\$38.01	21.4%
Saf-Gard	SUFFOLK CO	RYRKK0277	ROCKY	\$194.99	\$248.00	\$53.01	21.4%
Saf-Gard	SUFFOLK CO	SAS2070013	SAN ANTONIO SHOEMAKERS	\$174.99	\$228.00	\$53.01	23.3%
Saf-Gard	SUFFOLK CO	SAS2110013	SAN ANTONIO SHOEMAKERS	\$209.99	\$272.00	\$62.01	22.8%
Saf-Gard	SUFFOLK CO	SAS2230013	SAN ANTONIO SHOEMAKERS	\$189.99	\$246.00	\$56.01	22.8%
Saf-Gard	SUFFOLK CO	SAS2680013	SAN ANTONIO SHOEMAKERS	\$174.99	\$228.00	\$53.01	23.3%
Saf-Gard	SUFFOLK CO	SAS3767860	SAN ANTONIO SHOEMAKERS	\$244.99	\$319.00	\$74.01	23.2%
Saf-Gard	SUFFOLK CO	SAS3776860	SAN ANTONIO SHOEMAKERS	\$249.99	\$325.00	\$75.01	23.1%
Saf-Gard	SUFFOLK CO	SAS3791CAV	SAN ANTONIO SHOEMAKERS	\$219.99	\$280.00	\$60.01	21.4%
Saf-Gard	SUFFOLK CO	S85050	SKIDBUSTERS	\$57.99	\$75.00	\$17.01	22.7%
Saf-Gard	SUFFOLK CO	SDC60320	DC WORK CREW	\$114.99	\$146.00	\$31.01	21.2%
Saf-Gard	SUFFOLK CO	SDC60321	DC WORK CREW	\$109.99	\$140.00	\$30.01	21.4%
Saf-Gard	SUFFOLK CO	SDC60322	DC WORK CREW	\$99.99	\$127.00	\$27.01	21.3%
Saf-Gard	SUFFOLK CO	SDC60324F	DC WORK CREW	\$96.99	\$124.00	\$27.01	21.8%
Saf-Gard	SUFFOLK CO	SDC60325	DC WORK CREW	\$96.99	\$124.00	\$27.01	21.8%
Saf-Gard	SUFFOLK CO	SDC60430	DC WORK CREW	\$96.99	\$124.00	\$27.01	21.8%
Saf-Gard	SUFFOLK CO	SDC60431	DC WORK CREW	\$109.99	\$140.00	\$30.01	21.4%
Saf-Gard	SUFFOLK CO	SDC60432F	DC WORK CREW	\$96.99	\$124.00	\$27.01	21.8%
Saf-Gard	SUFFOLK CO	SDC60433F	DC WORK CREW	\$109.99	\$140.00	\$30.01	21.4%
Saf-Gard	SUFFOLK CO	SEN004	STEEL FLEX	\$32.99	\$53.00	\$20.01	37.8%
Saf-Gard	SUFFOLK CO	SEN-600	STEEL FLEX	\$27.99	\$36.00	\$8.01	22.3%
Saf-Gard	SUFFOLK CO	SF201AF	R3 SAFETY	\$3.25	\$4.00	\$0.75	18.8%
Saf-Gard	SUFFOLK CO	SF202AF	R3 SAFETY	\$3.25	\$4.00	\$0.75	18.8%
Saf-Gard	SUFFOLK CO	SFE2306	FLORSHEIM	\$109.99	\$141.00	\$31.01	22.0%
Saf-Gard	SUFFOLK CO	SFE2307	FLORSHEIM	\$119.99	\$148.00	\$28.01	18.9%
Saf-Gard	SUFFOLK CO	SFE2308	FLORSHEIM	\$119.99	\$148.00	\$28.01	18.9%
Saf-Gard	SUFFOLK CO	SFE2640	FLORSHEIM	\$109.99	\$140.00	\$30.01	21.4%
Saf-Gard	SUFFOLK CO	SFE2642	FLORSHEIM	\$119.99	\$150.00	\$30.01	20.0%
Saf-Gard	SUFFOLK CO	SFE2643	FLORSHEIM	\$119.99	\$150.00	\$30.01	20.0%
Saf-Gard	SUFFOLK CO	SFE2644	FLORSHEIM	\$119.99	\$150.00	\$30.01	20.0%
Saf-Gard	SUFFOLK CO	SFE2645	FLORSHEIM	\$119.99	\$150.00	\$30.01	20.0%
Saf-Gard	SUFFOLK CO	SFE2646	FLORSHEIM	\$109.99	\$140.00	\$30.01	21.4%
Saf-Gard	SUFFOLK CO	SFE2647	FLORSHEIM	\$109.99	\$140.00	\$30.01	21.4%
Saf-Gard	SUFFOLK CO	SFSFC22782	SHOES FOR CREWS	\$49.99	\$84.00	\$34.01	40.5%
Saf-Gard	SUFFOLK CO	SFSFC23809	SHOES FOR CREWS	\$49.99	\$82.00	\$32.01	39.0%
Saf-Gard	SUFFOLK CO	SFSFC26819	SHOES FOR CREWS	\$49.99	\$109.00	\$59.01	54.1%
Saf-Gard	SUFFOLK CO	SFSFC28362	SHOES FOR CREWS	\$49.99	\$84.00	\$34.01	40.5%
Saf-Gard	SUFFOLK CO	SFSFC28549	SHOES FOR CREWS	\$49.99	\$57.00	\$7.01	12.3%
Saf-Gard	SUFFOLK CO	SFSFC44871	SHOES FOR CREWS	\$49.99	\$100.00	\$50.01	50.0%
Saf-Gard	SUFFOLK CO	SFSFC46198	SHOES FOR CREWS	\$49.99	\$103.00	\$53.01	51.5%
Saf-Gard	SUFFOLK CO	SFSFC5006	SHOES FOR CREWS	\$59.99	\$80.00	\$20.01	25.0%
Saf-Gard	SUFFOLK CO	SFSFC67718	SHOES FOR CREWS	\$49.99	\$90.00	\$40.01	44.5%
Saf-Gard	SUFFOLK CO	SFSFC67730	SHOES FOR CREWS	\$49.99	\$89.00	\$39.01	43.8%
Saf-Gard	SUFFOLK CO	SFSFCM39916	SHOES FOR CREWS	\$49.99	\$101.00	\$51.01	50.5%
Saf-Gard	SUFFOLK CO	SFSFCM43803	SHOES FOR CREWS	\$49.99	\$154.00	\$104.01	67.5%

Saf-Gard	SUFFOLK CO	SG807	IRON AGE	\$12.99	\$18.00	\$5.01	27.8%
Saf-Gard	SUFFOLK CO	SJ011179		\$46.99	\$60.00	\$13.01	21.7%
Saf-Gard	SUFFOLK CO	SK108001BLK	SKECHERS	\$69.99	\$91.00	\$21.01	23.1%
Saf-Gard	SUFFOLK CO	SK108003CHAR	SKECHERS	\$89.99	\$114.00	\$24.01	21.1%
Saf-Gard	SUFFOLK CO	SK108004BLK	SKECHERS	\$79.99	\$132.00	\$52.01	39.4%
Saf-Gard	SUFFOLK CO	SK108004GNBK	SKECHERS	\$89.99	\$114.00	\$24.01	21.1%
Saf-Gard	SUFFOLK CO	SK108004NVBK	SKECHERS	\$89.99	\$114.00	\$24.01	21.1%
Saf-Gard	SUFFOLK CO	SK108008BLK	SKECHERS	\$79.99	\$104.00	\$24.01	23.1%
Saf-Gard	SUFFOLK CO	SK108016BLK	SKECHERS	\$84.99	\$110.00	\$25.01	22.7%
Saf-Gard	SUFFOLK CO	SK108021PNK	SKECHERS	\$89.99	\$115.00	\$25.01	21.7%
Saf-Gard	SUFFOLK CO	SK108023BLK	SKECHERS	\$94.99	\$122.00	\$27.01	22.1%
Saf-Gard	SUFFOLK CO	SK108025BKRG	SKECHERS	\$99.99	\$128.00	\$28.01	21.9%
Saf-Gard	SUFFOLK CO	SK108029BKW	SKECHERS	\$82.99	\$118.00	\$35.01	29.7%
Saf-Gard	SUFFOLK CO	SK108029GRY	SKECHERS	\$82.99	\$108.00	\$25.01	23.2%
Saf-Gard	SUFFOLK CO	SK108029LBLW	SKECHERS	\$82.99	\$114.00	\$31.01	27.2%
Saf-Gard	SUFFOLK CO	SK108036BKMT	SKECHERS	\$84.99	\$110.00	\$25.01	22.7%
Saf-Gard	SUFFOLK CO	SK108036BKTL	SKECHERS	\$88.99	\$113.00	\$24.01	21.2%
Saf-Gard	SUFFOLK CO	SK108036NVPK	SKECHERS	\$88.99	\$114.00	\$25.01	21.9%
Saf-Gard	SUFFOLK CO	SK108051BBK	SKECHERS	\$49.99	\$71.00	\$21.01	29.6%
Saf-Gard	SUFFOLK CO	SK108051BKW	SKECHERS	\$49.99	\$63.00	\$13.01	20.7%
Saf-Gard	SUFFOLK CO	SK108051NVW	SKECHERS	\$49.99	\$71.00	\$21.01	29.6%
Saf-Gard	SUFFOLK CO	SK108051PKW	SKECHERS	\$49.99	\$71.00	\$21.01	29.6%
Saf-Gard	SUFFOLK CO	SK108063BLK	SKECHERS	\$74.99	\$107.00	\$32.01	29.9%
Saf-Gard	SUFFOLK CO	SK108076BLK	SKECHERS	\$69.99	\$108.00	\$38.01	35.2%
Saf-Gard	SUFFOLK CO	SK108127BLK	SKECHERS SLIP-INS	\$84.99	\$108.00	\$23.01	21.3%
Saf-Gard	SUFFOLK CO	SK108144BBK	SKECHERS SLIP-INS	\$74.99	\$96.00	\$21.01	21.9%
Saf-Gard	SUFFOLK CO	SK108172BLK	SKECHERS SLIP-INS	\$104.99	\$134.00	\$29.01	21.6%
Saf-Gard	SUFFOLK CO	SK108172GRY	SKECHERS SLIP-INS	\$104.99	\$134.00	\$29.01	21.6%
Saf-Gard	SUFFOLK CO	SK108209BLK	SKECHERS SLIP-INS	\$74.99	\$96.00	\$21.01	21.9%
Saf-Gard	SUFFOLK CO	SK108210BLK	SKECHERS	\$79.99	\$102.00	\$22.01	21.6%
Saf-Gard	SUFFOLK CO	SK108217BKRG	SKECHERS SLIP-INS	\$112.99	\$144.00	\$31.01	21.5%
Saf-Gard	SUFFOLK CO	SK108261BLK	SKECHERS SLIP-INS	\$87.99	\$112.00	\$24.01	21.4%
Saf-Gard	SUFFOLK CO	SK108261GYOR	SKECHERS SLIP-INS	\$87.99	\$112.00	\$24.01	21.4%
Saf-Gard	SUFFOLK CO	SK200045BRN	SKECHERS	\$99.99	\$138.00	\$38.01	27.5%
Saf-Gard	SUFFOLK CO	SK200062BLK	SKECHERS	\$89.99	\$114.00	\$24.01	21.1%
Saf-Gard	SUFFOLK CO	SK200065BKW	SKECHERS	\$79.99	\$119.00	\$39.01	32.8%
Saf-Gard	SUFFOLK CO	SK200091BRS	SKECHERS	\$89.99	\$114.00	\$24.01	21.1%
Saf-Gard	SUFFOLK CO	SK200105BLK	SKECHERS	\$86.99	\$110.00	\$23.01	20.9%
Saf-Gard	SUFFOLK CO	SK200164CDB	SKECHERS	\$89.99	\$115.00	\$25.01	21.7%
Saf-Gard	SUFFOLK CO	SK200171BLK	SKECHERS SLIP-INS	\$87.99	\$112.00	\$24.01	21.4%
Saf-Gard	SUFFOLK CO	SK200205BBK	SKECHERS SLIP-INS	\$79.99	\$102.00	\$22.01	21.6%
Saf-Gard	SUFFOLK CO	SK200206BKRD	SKECHERS SLIP-INS	\$104.99	\$137.00	\$32.01	23.4%
Saf-Gard	SUFFOLK CO	SK200211NVGY	SKECHERS SLIP-INS	\$99.99	\$131.00	\$31.01	23.7%
Saf-Gard	SUFFOLK CO	SK200217BLK	SKECHERS SLIP-INS	\$89.99	\$115.00	\$25.01	21.7%
Saf-Gard	SUFFOLK CO	SK200220BLK	SKECHERS	\$76.99	\$98.00	\$21.01	21.4%
Saf-Gard	SUFFOLK CO	SK200269BKGY	SKECHERS	\$92.99	\$118.00	\$25.01	21.2%
Saf-Gard	SUFFOLK CO	SK200270BKGY	SKECHERS	\$107.99	\$138.00	\$30.01	21.7%
Saf-Gard	SUFFOLK CO	SK200270NTBK	SKECHERS	\$107.99	\$138.00	\$30.01	21.7%
Saf-Gard	SUFFOLK CO	SK200298BKGY	SKECHERS SLIP-INS	\$107.99	\$138.00	\$30.01	21.7%
Saf-Gard	SUFFOLK CO	SK200337BLK	SKECHERS SLIP-INS	\$87.99	\$112.00	\$24.01	21.4%
Saf-Gard	SUFFOLK CO	SK76455BLK	SKECHERS	\$94.99	\$123.00	\$28.01	22.8%
Saf-Gard	SUFFOLK CO	SK76501BPT	SKECHERS	\$74.99	\$92.00	\$17.01	18.5%
Saf-Gard	SUFFOLK CO	SK76536BLK	SKECHERS	\$49.99	\$65.00	\$15.01	23.1%
Saf-Gard	SUFFOLK CO	SK76550BLK	SKECHERS	\$49.99	\$96.00	\$46.01	47.9%
Saf-Gard	SUFFOLK CO	SK76553BKBL	SKECHERS	\$79.99	\$102.00	\$22.01	21.6%
Saf-Gard	SUFFOLK CO	SK76988BRN	SKECHERS	\$109.99	\$143.00	\$33.01	23.1%
Saf-Gard	SUFFOLK CO	SK77013NVGY	SKECHERS	\$99.99	\$125.00	\$25.01	20.0%
Saf-Gard	SUFFOLK CO	SK77055BKCC	SKECHERS	\$84.99	\$110.00	\$25.01	22.7%
Saf-Gard	SUFFOLK CO	SK77068BKCC	SKECHERS	\$94.99	\$121.00	\$26.01	21.5%
Saf-Gard	SUFFOLK CO	SK77148BLK	SKECHERS	\$79.99	\$156.00	\$76.01	48.7%
Saf-Gard	SUFFOLK CO	SK77156BLK	SKECHERS	\$54.99	\$71.00	\$16.01	22.5%
Saf-Gard	SUFFOLK CO	SK77188BKW	SKECHERS	\$79.99	\$104.00	\$24.01	23.1%
Saf-Gard	SUFFOLK CO	SK77188BLK	SKECHERS	\$79.99	\$104.00	\$24.01	23.1%
Saf-Gard	SUFFOLK CO	SK77188CHAR	SKECHERS	\$79.99	\$104.00	\$24.01	23.1%
Saf-Gard	SUFFOLK CO	SK77188NVY	SKECHERS	\$59.99	\$106.00	\$46.01	43.4%
Saf-Gard	SUFFOLK CO	SK77211BLK	SKECHERS	\$59.99	\$97.00	\$37.01	38.2%
Saf-Gard	SUFFOLK CO	SK77217BKW	SKECHERS	\$69.99	\$92.00	\$22.01	23.9%
Saf-Gard	SUFFOLK CO	SK77235BLK	SKECHERS	\$59.99	\$78.00	\$18.01	23.1%
Saf-Gard	SUFFOLK CO	SK77260GRY	SKECHERS	\$79.99	\$104.00	\$24.01	23.1%
Saf-Gard	SUFFOLK CO	SK77260NVY	SKECHERS	\$79.99	\$104.00	\$24.01	23.1%
Saf-Gard	SUFFOLK CO	SK77281BKW	SKECHERS	\$72.99	\$95.00	\$22.01	23.2%
Saf-Gard	SUFFOLK CO	SK77281BLU	SKECHERS	\$59.99	\$95.00	\$35.01	36.9%

Saf-Gard	SUFFOLK CO	SK77281CHAR	SKECHERS	\$72.99	\$95.00	\$22.01	23.2%
Saf-Gard	SUFFOLK CO	SK77281NVY	SKECHERS	\$72.99	\$95.00	\$22.01	23.2%
Saf-Gard	SUFFOLK CO	SK77289NVY	SKECHERS	\$79.99	\$136.00	\$56.01	41.2%
Saf-Gard	SUFFOLK CO	SKN1031437	KEEN	\$154.99	\$191.00	\$36.01	18.9%
Saf-Gard	SUFFOLK CO	SKN1031462	KEEN	\$146.99	\$182.00	\$35.01	19.2%
Saf-Gard	SUFFOLK CO	SOF84720	SOF SOLE	\$3.99	\$5.00	\$1.01	20.2%
Saf-Gard	SUFFOLK CO	SPST519556	SPERRY	\$110.00	\$157.00	\$47.00	29.9%
Saf-Gard	SUFFOLK CO	SRB030	REEBOK	\$94.99	\$125.00	\$30.01	24.0%
Saf-Gard	SUFFOLK CO	SRB031	REEBOK	\$89.99	\$119.00	\$29.01	24.4%
Saf-Gard	SUFFOLK CO	SRB032	REEBOK	\$97.99	\$128.00	\$30.01	23.4%
Saf-Gard	SUFFOLK CO	SRB033	REEBOK	\$97.99	\$128.00	\$30.01	23.4%
Saf-Gard	SUFFOLK CO	SRB035	REEBOK	\$94.99	\$123.00	\$28.01	22.8%
Saf-Gard	SUFFOLK CO	SRB061	REEBOK	\$89.99	\$116.00	\$26.01	22.4%
Saf-Gard	SUFFOLK CO	SRB062	REEBOK	\$94.99	\$116.00	\$21.01	18.1%
Saf-Gard	SUFFOLK CO	SRB063	REEBOK	\$94.99	\$116.00	\$21.01	18.1%
Saf-Gard	SUFFOLK CO	SRB064	REEBOK	\$79.99	\$103.00	\$23.01	22.3%
Saf-Gard	SUFFOLK CO	SRB065	REEBOK	\$79.99	\$103.00	\$23.01	22.3%
Saf-Gard	SUFFOLK CO	SRB066	REEBOK	\$79.99	\$103.00	\$23.01	22.3%
Saf-Gard	SUFFOLK CO	SRB1953	REEBOK	\$99.99	\$125.00	\$25.01	20.0%
Saf-Gard	SUFFOLK CO	SRB1954	REEBOK	\$99.99	\$125.00	\$25.01	20.0%
Saf-Gard	SUFFOLK CO	SRB1955	REEBOK	\$99.99	\$125.00	\$25.01	20.0%
Saf-Gard	SUFFOLK CO	SRB320	REEBOK	\$94.99	\$123.00	\$28.01	22.8%
Saf-Gard	SUFFOLK CO	SRB3200	REEBOK	\$99.99	\$131.00	\$31.01	23.7%
Saf-Gard	SUFFOLK CO	SRB3201	REEBOK	\$99.99	\$131.00	\$31.01	23.7%
Saf-Gard	SUFFOLK CO	SRB3203	REEBOK	\$99.99	\$130.00	\$30.01	23.1%
Saf-Gard	SUFFOLK CO	SRB3204	REEBOK	\$109.99	\$143.00	\$33.01	23.1%
Saf-Gard	SUFFOLK CO	SRB3205	REEBOK	\$99.99	\$132.00	\$32.01	24.3%
Saf-Gard	SUFFOLK CO	SRB3206	REEBOK	\$114.99	\$153.00	\$38.01	24.8%
Saf-Gard	SUFFOLK CO	SRB3210	REEBOK	\$79.99	\$150.00	\$70.01	46.7%
Saf-Gard	SUFFOLK CO	SRB3211	REEBOK	\$99.99	\$170.00	\$70.01	41.2%
Saf-Gard	SUFFOLK CO	SRB3212	REEBOK	\$99.99	\$157.00	\$57.01	36.3%
Saf-Gard	SUFFOLK CO	SRB3213	REEBOK	\$99.99	\$176.00	\$76.01	43.2%
Saf-Gard	SUFFOLK CO	SRB3311	REEBOK	\$99.99	\$146.00	\$46.01	31.5%
Saf-Gard	SUFFOLK CO	SRB3312	REEBOK	\$109.99	\$146.00	\$36.01	24.7%
Saf-Gard	SUFFOLK CO	SRB3313	REEBOK	\$99.99	\$143.00	\$43.01	30.1%
Saf-Gard	SUFFOLK CO	SRB334	REEBOK	\$79.99	\$143.00	\$63.01	44.1%
Saf-Gard	SUFFOLK CO	SRB335	REEBOK	\$109.99	\$143.00	\$33.01	23.1%
Saf-Gard	SUFFOLK CO	SRB336	REEBOK	\$109.99	\$143.00	\$33.01	23.1%
Saf-Gard	SUFFOLK CO	SRB3507	REEBOK	\$94.99	\$123.00	\$28.01	22.8%
Saf-Gard	SUFFOLK CO	SRB950	REEBOK	\$99.99	\$125.00	\$25.01	20.0%
Saf-Gard	SUFFOLK CO	SRB951	REEBOK	\$69.99	\$129.00	\$59.01	45.7%
Saf-Gard	SUFFOLK CO	SRB952	REEBOK	\$79.99	\$125.00	\$45.01	36.0%
Saf-Gard	SUFFOLK CO	SRB970	REEBOK	\$89.99	\$119.00	\$29.01	24.4%
Saf-Gard	SUFFOLK CO	SRK4573	ROCKPORT WORK	\$104.99	\$128.00	\$23.01	18.0%
Saf-Gard	SUFFOLK CO	SRK4574	ROCKPORT WORK	\$99.99	\$122.00	\$22.01	18.0%
Saf-Gard	SUFFOLK CO	SRK4575	ROCKPORT WORK	\$99.99	\$122.00	\$22.01	18.0%
Saf-Gard	SUFFOLK CO	SRK6585	ROCKPORT WORK	\$114.99	\$144.00	\$29.01	20.1%
Saf-Gard	SUFFOLK CO	SRK6595	ROCKPORT WORK	\$114.99	\$144.00	\$29.01	20.1%
Saf-Gard	SUFFOLK CO	SRM1111	SR MAX	\$19.99	\$27.00	\$7.01	26.0%
Saf-Gard	SUFFOLK CO	SRM130	SR MAX	\$79.99	\$104.00	\$24.01	23.1%
Saf-Gard	SUFFOLK CO	SRM131	SR MAX	\$79.99	\$104.00	\$24.01	23.1%
Saf-Gard	SUFFOLK CO	SRM132	SR MAX	\$79.99	\$105.00	\$25.01	23.8%
Saf-Gard	SUFFOLK CO	SRM133	SR MAX	\$79.99	\$104.00	\$24.01	23.1%
Saf-Gard	SUFFOLK CO	SRM136	SR MAX	\$79.99	\$104.00	\$24.01	23.1%
Saf-Gard	SUFFOLK CO	SRM140	SR MAX	\$59.99	\$79.00	\$19.01	24.1%
Saf-Gard	SUFFOLK CO	SRM1400	SR MAX	\$59.99	\$79.00	\$19.01	24.1%
Saf-Gard	SUFFOLK CO	SRM156	SR MAX	\$59.99	\$79.00	\$19.01	24.1%
Saf-Gard	SUFFOLK CO	SRM1560	SR MAX	\$59.99	\$79.00	\$19.01	24.1%
Saf-Gard	SUFFOLK CO	SRM157	SR MAX	\$59.99	\$79.00	\$19.01	24.1%
Saf-Gard	SUFFOLK CO	SRM1570	SR MAX	\$59.99	\$79.00	\$19.01	24.1%
Saf-Gard	SUFFOLK CO	SRM163	SR MAX	\$54.99	\$72.00	\$17.01	23.6%
Saf-Gard	SUFFOLK CO	SRM1630	SR MAX	\$54.99	\$72.00	\$17.01	23.6%
Saf-Gard	SUFFOLK CO	SRM165	SR MAX	\$54.99	\$78.00	\$23.01	29.5%
Saf-Gard	SUFFOLK CO	SRM1650	SR MAX	\$54.99	\$78.00	\$23.01	29.5%
Saf-Gard	SUFFOLK CO	SRM166	SR MAX	\$69.99	\$107.00	\$37.01	34.6%
Saf-Gard	SUFFOLK CO	SRM1660	SR MAX	\$69.99	\$107.00	\$37.01	34.6%
Saf-Gard	SUFFOLK CO	SRM167	SR MAX	\$49.99	\$71.00	\$21.01	29.6%
Saf-Gard	SUFFOLK CO	SRM1670	SR MAX	\$49.99	\$71.00	\$21.01	29.6%
Saf-Gard	SUFFOLK CO	SRM168	SR MAX	\$54.99	\$78.00	\$23.01	29.5%
Saf-Gard	SUFFOLK CO	SRM1680	SR MAX	\$54.99	\$78.00	\$23.01	29.5%
Saf-Gard	SUFFOLK CO	SRM170	SR MAX	\$59.99	\$78.00	\$18.01	23.1%
Saf-Gard	SUFFOLK CO	SRM180	SR MAX	\$74.99	\$97.00	\$22.01	22.7%

Saf-Gard	SUFFOLK CO	SRM1800	SR MAX	\$74.99	\$97.00	\$22.01	22.7%
Saf-Gard	SUFFOLK CO	SRM188	SR MAX	\$84.99	\$113.00	\$28.01	24.8%
Saf-Gard	SUFFOLK CO	SRM1880	SR MAX	\$84.99	\$113.00	\$28.01	24.8%
Saf-Gard	SUFFOLK CO	SRM190	SR MAX	\$29.99	\$80.00	\$50.01	62.5%
Saf-Gard	SUFFOLK CO	SRM2050	SR MAX	\$109.99	\$144.00	\$34.01	23.6%
Saf-Gard	SUFFOLK CO	SRM2060	SR MAX	\$109.99	\$144.00	\$34.01	23.6%
Saf-Gard	SUFFOLK CO	SRM2090	SR MAX	\$104.99	\$137.00	\$32.01	23.4%
Saf-Gard	SUFFOLK CO	SRM2160	SR MAX	\$129.99	\$170.00	\$40.01	23.5%
Saf-Gard	SUFFOLK CO	SRM2170	SR MAX	\$134.99	\$176.00	\$41.01	23.3%
Saf-Gard	SUFFOLK CO	SRM2180	SR MAX	\$149.99	\$190.00	\$40.01	21.1%
Saf-Gard	SUFFOLK CO	SRM2190	SR MAX	\$149.99	\$190.00	\$40.01	21.1%
Saf-Gard	SUFFOLK CO	SRM2200	SR MAX	\$119.99	\$166.00	\$46.01	27.7%
Saf-Gard	SUFFOLK CO	SRM2210	SR MAX	\$119.99	\$166.00	\$46.01	27.7%
Saf-Gard	SUFFOLK CO	SRM2250	SR MAX	\$129.99	\$165.00	\$35.01	21.2%
Saf-Gard	SUFFOLK CO	SRM2260	SR MAX	\$129.99	\$172.00	\$42.01	24.4%
Saf-Gard	SUFFOLK CO	SRM2290	SR MAX	\$129.99	\$166.00	\$36.01	21.7%
Saf-Gard	SUFFOLK CO	SRM2350	SR MAX	\$129.99	\$166.00	\$36.01	21.7%
Saf-Gard	SUFFOLK CO	SRM2400	SR MAX	\$114.99	\$150.00	\$35.01	23.3%
Saf-Gard	SUFFOLK CO	SRM2600	SR MAX	\$119.99	\$157.00	\$37.01	23.6%
Saf-Gard	SUFFOLK CO	SRM2600	SR MAX	\$119.99	\$157.00	\$37.01	23.6%
Saf-Gard	SUFFOLK CO	SRM2610	SR MAX	\$119.99	\$157.00	\$37.01	23.6%
Saf-Gard	SUFFOLK CO	SRM265	SR MAX	\$119.99	\$160.00	\$40.01	25.0%
Saf-Gard	SUFFOLK CO	SRM2650	SR MAX	\$119.99	\$160.00	\$40.01	25.0%
Saf-Gard	SUFFOLK CO	SRM2660	SR MAX	\$119.99	\$160.00	\$40.01	25.0%
Saf-Gard	SUFFOLK CO	SRM2670	SR MAX	\$119.99	\$160.00	\$40.01	25.0%
Saf-Gard	SUFFOLK CO	SRM2680	SR MAX	\$119.99	\$152.00	\$32.01	21.1%
Saf-Gard	SUFFOLK CO	SRM285	SR MAX	\$114.99	\$153.00	\$38.01	24.8%
Saf-Gard	SUFFOLK CO	SRM2850	SR MAX	\$114.99	\$153.00	\$38.01	24.8%
Saf-Gard	SUFFOLK CO	SRM295	SR MAX	\$139.99	\$177.00	\$37.01	20.9%
Saf-Gard	SUFFOLK CO	SRM2950	SR MAX	\$139.99	\$177.00	\$37.01	20.9%
Saf-Gard	SUFFOLK CO	SRM2990	SR MAX	\$139.99	\$180.00	\$40.01	22.2%
Saf-Gard	SUFFOLK CO	SRM3000	SR MAX	\$89.99	\$117.00	\$27.01	23.1%
Saf-Gard	SUFFOLK CO	SRM3020	SR MAX	\$89.99	\$117.00	\$27.01	23.1%
Saf-Gard	SUFFOLK CO	SRM3030	SR MAX	\$64.99	\$80.00	\$15.01	18.8%
Saf-Gard	SUFFOLK CO	SRM3050	SR MAX	\$89.99	\$117.00	\$27.01	23.1%
Saf-Gard	SUFFOLK CO	SRM3060	SR MAX	\$74.99	\$95.00	\$20.01	21.1%
Saf-Gard	SUFFOLK CO	SRM3065	SR MAX	\$74.99	\$95.00	\$20.01	21.1%
Saf-Gard	SUFFOLK CO	SRM3070	SR MAX	\$74.99	\$95.00	\$20.01	21.1%
Saf-Gard	SUFFOLK CO	SRM3080	SR MAX	\$89.99	\$117.00	\$27.01	23.1%
Saf-Gard	SUFFOLK CO	SRM3300	SR MAX	\$94.99	\$123.00	\$28.01	22.8%
Saf-Gard	SUFFOLK CO	SRM3310	SR MAX	\$94.99	\$123.00	\$28.01	22.8%
Saf-Gard	SUFFOLK CO	SRM3350	SR MAX	\$94.99	\$123.00	\$28.01	22.8%
Saf-Gard	SUFFOLK CO	SRM3380	SR MAX	\$99.99	\$143.00	\$43.01	30.1%
Saf-Gard	SUFFOLK CO	SRM3390	SR MAX	\$94.99	\$123.00	\$28.01	22.8%
Saf-Gard	SUFFOLK CO	SRM350	SR MAX	\$69.99	\$106.00	\$36.01	34.0%
Saf-Gard	SUFFOLK CO	SRM3500	SR MAX	\$84.99	\$111.00	\$26.01	23.4%
Saf-Gard	SUFFOLK CO	SRM3540	SR MAX	\$84.99	\$111.00	\$26.01	23.4%
Saf-Gard	SUFFOLK CO	SRM3700	SR MAX	\$89.99	\$117.00	\$27.01	23.1%
Saf-Gard	SUFFOLK CO	SRM400	SR MAX	\$109.99	\$143.00	\$33.01	23.1%
Saf-Gard	SUFFOLK CO	SRM404	SR MAX	\$109.99	\$143.00	\$33.01	23.1%
Saf-Gard	SUFFOLK CO	SRM405	SR MAX	\$99.99	\$146.00	\$46.01	31.5%
Saf-Gard	SUFFOLK CO	SRM415	SR MAX	\$109.99	\$146.00	\$36.01	24.7%
Saf-Gard	SUFFOLK CO	SRM420	SR MAX	\$79.99	\$105.00	\$25.01	23.8%
Saf-Gard	SUFFOLK CO	SRM4200	SR MAX	\$79.99	\$105.00	\$25.01	23.8%
Saf-Gard	SUFFOLK CO	SRM4210	SR MAX	\$79.99	\$105.00	\$25.01	23.8%
Saf-Gard	SUFFOLK CO	SRM422	SR MAX	\$79.99	\$105.00	\$25.01	23.8%
Saf-Gard	SUFFOLK CO	SRM425	SR MAX	\$89.99	\$115.00	\$25.01	21.7%
Saf-Gard	SUFFOLK CO	SRM4250	SR MAX	\$89.99	\$115.00	\$25.01	21.7%
Saf-Gard	SUFFOLK CO	SRM4260	SR MAX	\$89.99	\$115.00	\$25.01	21.7%
Saf-Gard	SUFFOLK CO	SRM427	SR MAX	\$89.99	\$115.00	\$25.01	21.7%
Saf-Gard	SUFFOLK CO	SRM4400	SR MAX	\$94.99	\$126.00	\$31.01	24.6%
Saf-Gard	SUFFOLK CO	SRM4500	SR MAX	\$94.99	\$123.00	\$28.01	22.8%
Saf-Gard	SUFFOLK CO	SRM4660	SR MAX	\$99.99	\$133.00	\$33.01	24.8%
Saf-Gard	SUFFOLK CO	SRM4760	SR MAX	\$104.99	\$140.00	\$35.01	25.0%
Saf-Gard	SUFFOLK CO	SRM4780	SR MAX	\$129.99	\$178.00	\$48.01	27.0%
Saf-Gard	SUFFOLK CO	SRM479	SR MAX	\$104.99	\$140.00	\$35.01	25.0%
Saf-Gard	SUFFOLK CO	SRM4790	SR MAX	\$104.99	\$140.00	\$35.01	25.0%
Saf-Gard	SUFFOLK CO	SRM4800	SR MAX	\$99.99	\$130.00	\$30.01	23.1%
Saf-Gard	SUFFOLK CO	SRM5000	SR MAX	\$112.99	\$144.00	\$31.01	21.5%
Saf-Gard	SUFFOLK CO	SRM515	SR MAX	\$79.99	\$105.00	\$25.01	23.8%
Saf-Gard	SUFFOLK CO	SRM5213CBK	SR MAX	\$6.99	\$10.00	\$3.01	30.1%
Saf-Gard	SUFFOLK CO	SRM5213CWHT	SR MAX	\$6.99	\$10.00	\$3.01	30.1%

Saf-Gard	SUFFOLK CO	SRM5214CBLK	SR MAX	\$6.99	\$10.00	\$3.01	30.1%
Saf-Gard	SUFFOLK CO	SRM5214CWHT	SR MAX	\$6.99	\$10.00	\$3.01	30.1%
Saf-Gard	SUFFOLK CO	SRM525	SR MAX	\$79.99	\$105.00	\$25.01	23.8%
Saf-Gard	SUFFOLK CO	SRM534	SR MAX	\$19.99	\$25.00	\$5.01	20.0%
Saf-Gard	SUFFOLK CO	SRM540	SR MAX	\$79.99	\$106.00	\$26.01	24.5%
Saf-Gard	SUFFOLK CO	SRM544	SR MAX	\$59.99	\$106.00	\$46.01	43.4%
Saf-Gard	SUFFOLK CO	SRM5510	SR MAX	\$109.99	\$138.00	\$28.01	20.3%
Saf-Gard	SUFFOLK CO	SRM554	SR MAX	\$84.99	\$112.00	\$27.01	24.1%
Saf-Gard	SUFFOLK CO	SRM555	SR MAX	\$84.99	\$112.00	\$27.01	24.1%
Saf-Gard	SUFFOLK CO	SRM5555	SR MAX	\$37.99	\$49.00	\$11.01	22.5%
Saf-Gard	SUFFOLK CO	SRM560	SR MAX	\$89.99	\$117.00	\$27.01	23.1%
Saf-Gard	SUFFOLK CO	SRM565	SR MAX	\$89.99	\$117.00	\$27.01	23.1%
Saf-Gard	SUFFOLK CO	SRM591	SR MAX	\$79.99	\$100.00	\$20.01	20.0%
Saf-Gard	SUFFOLK CO	SRM592	SR MAX	\$79.99	\$100.00	\$20.01	20.0%
Saf-Gard	SUFFOLK CO	SRM593	SR MAX	\$79.99	\$100.00	\$20.01	20.0%
Saf-Gard	SUFFOLK CO	SRM594	SR MAX	\$79.99	\$100.00	\$20.01	20.0%
Saf-Gard	SUFFOLK CO	SRM600	SR MAX	\$49.99	\$65.00	\$15.01	23.1%
Saf-Gard	SUFFOLK CO	SRM6000	SR MAX	\$49.99	\$65.00	\$15.01	23.1%
Saf-Gard	SUFFOLK CO	SRM602	SR MAX	\$49.99	\$64.00	\$14.01	21.9%
Saf-Gard	SUFFOLK CO	SRM6020	SR MAX	\$49.99	\$64.00	\$14.01	21.9%
Saf-Gard	SUFFOLK CO	SRM603	SR MAX	\$49.99	\$64.00	\$14.01	21.9%
Saf-Gard	SUFFOLK CO	SRM6030	SR MAX	\$49.99	\$64.00	\$14.01	21.9%
Saf-Gard	SUFFOLK CO	SRM610	SR MAX	\$19.99	\$72.00	\$52.01	72.2%
Saf-Gard	SUFFOLK CO	SRM6100	SR MAX	\$54.99	\$72.00	\$17.01	23.6%
Saf-Gard	SUFFOLK CO	SRM615	SR MAX	\$49.99	\$67.00	\$17.01	25.4%
Saf-Gard	SUFFOLK CO	SRM6150	SR MAX	\$49.99	\$67.00	\$17.01	25.4%
Saf-Gard	SUFFOLK CO	SRM620	SR MAX	\$49.99	\$66.00	\$16.01	24.3%
Saf-Gard	SUFFOLK CO	SRM6200	SR MAX	\$49.99	\$66.00	\$16.01	24.3%
Saf-Gard	SUFFOLK CO	SRM624	SR MAX	\$59.99	\$77.00	\$17.01	22.1%
Saf-Gard	SUFFOLK CO	SRM6240	SR MAX	\$59.99	\$77.00	\$17.01	22.1%
Saf-Gard	SUFFOLK CO	SRM625	SR MAX	\$59.99	\$77.00	\$17.01	22.1%
Saf-Gard	SUFFOLK CO	SRM6250	SR MAX	\$59.99	\$77.00	\$17.01	22.1%
Saf-Gard	SUFFOLK CO	SRM6350	SR MAX	\$79.99	\$104.00	\$24.01	23.1%
Saf-Gard	SUFFOLK CO	SRM640	SR MAX	\$59.99	\$79.00	\$19.01	24.1%
Saf-Gard	SUFFOLK CO	SRM6400	SR MAX	\$59.99	\$79.00	\$19.01	24.1%
Saf-Gard	SUFFOLK CO	SRM641	SR MAX	\$59.99	\$79.00	\$19.01	24.1%
Saf-Gard	SUFFOLK CO	SRM6410	SR MAX	\$59.99	\$79.00	\$19.01	24.1%
Saf-Gard	SUFFOLK CO	SRM650	SR MAX	\$59.99	\$76.00	\$16.01	21.1%
Saf-Gard	SUFFOLK CO	SRM6500	SR MAX	\$59.99	\$76.00	\$16.01	21.1%
Saf-Gard	SUFFOLK CO	SRM651	SR MAX	\$54.99	\$70.00	\$15.01	21.4%
Saf-Gard	SUFFOLK CO	SRM652	SR MAX	\$59.99	\$76.00	\$16.01	21.1%
Saf-Gard	SUFFOLK CO	SRM6520	SR MAX	\$59.99	\$79.00	\$19.01	24.1%
Saf-Gard	SUFFOLK CO	SRM654	SR MAX	\$64.99	\$82.00	\$17.01	20.7%
Saf-Gard	SUFFOLK CO	SRM6540	SR MAX	\$64.99	\$82.00	\$17.01	20.7%
Saf-Gard	SUFFOLK CO	SRM655	SR MAX	\$64.99	\$82.00	\$17.01	20.7%
Saf-Gard	SUFFOLK CO	SRM6550	SR MAX	\$64.99	\$82.00	\$17.01	20.7%
Saf-Gard	SUFFOLK CO	SRM670	SR MAX	\$59.99	\$77.00	\$17.01	22.1%
Saf-Gard	SUFFOLK CO	SRM6700	SR MAX	\$59.99	\$77.00	\$17.01	22.1%
Saf-Gard	SUFFOLK CO	SRM671	SR MAX	\$59.99	\$77.00	\$17.01	22.1%
Saf-Gard	SUFFOLK CO	SRM6710	SR MAX	\$59.99	\$77.00	\$17.01	22.1%
Saf-Gard	SUFFOLK CO	SRM680	SR MAX	\$69.99	\$91.00	\$21.01	23.1%
Saf-Gard	SUFFOLK CO	SRM6800	SR MAX	\$69.99	\$91.00	\$21.01	23.1%
Saf-Gard	SUFFOLK CO	SRM750	SR MAX	\$29.99	\$50.00	\$20.01	40.0%
Saf-Gard	SUFFOLK CO	SRM7500	SR MAX	\$29.99	\$50.00	\$20.01	40.0%
Saf-Gard	SUFFOLK CO	SRM770	SR MAX	\$39.99	\$53.00	\$13.01	24.5%
Saf-Gard	SUFFOLK CO	SRM7700	SR MAX	\$39.99	\$53.00	\$13.01	24.5%
Saf-Gard	SUFFOLK CO	SRM7800	SR MAX	\$49.99	\$64.00	\$14.01	21.9%
Saf-Gard	SUFFOLK CO	SRM7900	SR MAX	\$49.99	\$64.00	\$14.01	21.9%
Saf-Gard	SUFFOLK CO	SRM8200	SR MAX	\$79.99	\$105.00	\$25.01	23.8%
Saf-Gard	SUFFOLK CO	SRM8300	SR MAX	\$69.99	\$89.00	\$19.01	21.4%
Saf-Gard	SUFFOLK CO	SRM8400	SR MAX	\$74.99	\$100.00	\$25.01	25.0%
Saf-Gard	SUFFOLK CO	SRM8450	SR MAX	\$69.99	\$93.00	\$23.01	24.7%
Saf-Gard	SUFFOLK CO	SRM900	SR MAX	\$114.99	\$146.00	\$31.01	21.2%
Saf-Gard	SUFFOLK CO	SRM905	SR MAX	\$114.99	\$146.00	\$31.01	21.2%
Saf-Gard	SUFFOLK CO	SRM9100	SR MAX	\$119.99	\$159.00	\$39.01	24.5%
Saf-Gard	SUFFOLK CO	SRM9110	SR MAX	\$119.99	\$159.00	\$39.01	24.5%
Saf-Gard	SUFFOLK CO	SRM9150	SR MAX	\$124.99	\$166.00	\$41.01	24.7%
Saf-Gard	SUFFOLK CO	SRM9160	SR MAX	\$124.99	\$166.00	\$41.01	24.7%
Saf-Gard	SUFFOLK CO	SRM9170	SR MAX	\$127.99	\$167.00	\$39.01	23.4%
Saf-Gard	SUFFOLK CO	SRM9190	SR MAX	\$139.99	\$178.00	\$38.01	21.4%
Saf-Gard	SUFFOLK CO	SRM920	SR MAX	\$109.99	\$140.00	\$30.01	21.4%
Saf-Gard	SUFFOLK CO	SRM9960	SR MAX	\$139.99	\$186.00	\$46.01	24.7%

Saf-Gard	SUFFOLK CO	SRM9990	SR MAX	\$139.99	\$183.00	\$43.01	23.5%
Saf-Gard	SUFFOLK CO	SRMAT	SR MAX	\$119.99	\$150.00	\$30.01	20.0%
Saf-Gard	SUFFOLK CO	SRMAXSOLE	SR MAX	\$9.99	\$22.00	\$12.01	54.6%
Saf-Gard	SUFFOLK CO	SRMWA01	SR MAX	\$39.99	\$50.00	\$10.01	20.0%
Saf-Gard	SUFFOLK CO	SRX90420	ROXY AT WORK	\$74.99	\$96.00	\$21.01	21.9%
Saf-Gard	SUFFOLK CO	SRX90421	ROXY AT WORK	\$74.99	\$96.00	\$21.01	21.9%
Saf-Gard	SUFFOLK CO	SRX90422	ROXY AT WORK	\$74.99	\$96.00	\$21.01	21.9%
Saf-Gard	SUFFOLK CO	SRX90423	ROXY AT WORK	\$74.99	\$96.00	\$21.01	21.9%
Saf-Gard	SUFFOLK CO	SSK108096GYAQ	SKECHERS	\$99.99	\$128.00	\$28.01	21.9%
Saf-Gard	SUFFOLK CO	SSK108096NVAQ	SKECHERS	\$99.99	\$127.00	\$27.01	21.3%
Saf-Gard	SUFFOLK CO	SSK108097GYAQ	SKECHERS	\$104.99	\$135.00	\$30.01	22.2%
Saf-Gard	SUFFOLK CO	SSK108097LBPB	SKECHERS	\$104.99	\$135.00	\$30.01	22.2%
Saf-Gard	SUFFOLK CO	SSK108097NVAQ	SKECHERS	\$104.99	\$137.00	\$32.01	23.4%
Saf-Gard	SUFFOLK CO	SSK108098BKP	SKECHERS	\$104.99	\$137.00	\$32.01	23.4%
Saf-Gard	SUFFOLK CO	SSK108098GYPR	SKECHERS	\$104.99	\$137.00	\$32.01	23.4%
Saf-Gard	SUFFOLK CO	SSK108160BLK	SKECHERS	\$79.99	\$100.00	\$20.01	20.0%
Saf-Gard	SUFFOLK CO	SSK108160GRY	SKECHERS	\$79.99	\$100.00	\$20.01	20.0%
Saf-Gard	SUFFOLK CO	SSK108160LTBL	SKECHERS	\$79.99	\$100.00	\$20.01	20.0%
Saf-Gard	SUFFOLK CO	SSK108160NVY	SKECHERS	\$79.99	\$100.00	\$20.01	20.0%
Saf-Gard	SUFFOLK CO	SSK108160PNK	SKECHERS	\$79.99	\$100.00	\$20.01	20.0%
Saf-Gard	SUFFOLK CO	SSK108173BLK	SKECHERS	\$89.99	\$116.00	\$26.01	22.4%
Saf-Gard	SUFFOLK CO	SSK108192BKW	SKECHERS	\$119.99	\$139.00	\$19.01	13.7%
Saf-Gard	SUFFOLK CO	SSK108192CHAR	SKECHERS	\$119.99	\$139.00	\$19.01	13.7%
Saf-Gard	SUFFOLK CO	SSK108193BLK	SKECHERS	\$79.99	\$103.00	\$23.01	22.3%
Saf-Gard	SUFFOLK CO	SSK108215BLK	SKECHERS	\$84.99	\$101.00	\$16.01	15.9%
Saf-Gard	SUFFOLK CO	SSK108284BLK	SKECHERS	\$79.99	\$102.00	\$22.01	21.6%
Saf-Gard	SUFFOLK CO	SSK108284LAV	SKECHERS	\$79.99	\$102.00	\$22.01	21.6%
Saf-Gard	SUFFOLK CO	SSK108284OLV	SKECHERS	\$79.99	\$102.00	\$22.01	21.6%
Saf-Gard	SUFFOLK CO	SSK108284ROS	SKECHERS	\$79.99	\$102.00	\$22.01	21.6%
Saf-Gard	SUFFOLK CO	SSK108284SLT	SKECHERS	\$79.99	\$102.00	\$22.01	21.6%
Saf-Gard	SUFFOLK CO	SSK200148NVBL	SKECHERS	\$109.99	\$144.00	\$34.01	23.6%
Saf-Gard	SUFFOLK CO	SSK200232BLK	SKECHERS	\$89.99	\$116.00	\$26.01	22.4%
Saf-Gard	SUFFOLK CO	SSK200252BLK	SKECHERS	\$119.99	\$139.00	\$19.01	13.7%
Saf-Gard	SUFFOLK CO	SSK200252WTN	SKECHERS	\$119.99	\$139.00	\$19.01	13.7%
Saf-Gard	SUFFOLK CO	SSK200253BLK	SKECHERS	\$79.99	\$103.00	\$23.01	22.3%
Saf-Gard	SUFFOLK CO	SSK200289BLK	SKECHERS	\$84.99	\$101.00	\$16.01	15.9%
Saf-Gard	SUFFOLK CO	SSK200366BLK	SKECHERS SLIP-INS	\$99.99	\$121.00	\$21.01	17.4%
Saf-Gard	SUFFOLK CO	SSK200366CDB	SKECHERS SLIP-INS	\$99.99	\$121.00	\$21.01	17.4%
Saf-Gard	SUFFOLK CO	SSK200367BLK	SKECHERS SLIP-INS	\$109.99	\$140.00	\$30.01	21.4%
Saf-Gard	SUFFOLK CO	SSK200367CDB	SKECHERS SLIP-INS	\$109.99	\$140.00	\$30.01	21.4%
Saf-Gard	SUFFOLK CO	SSK200367TPE	SKECHERS SLIP-INS	\$109.99	\$140.00	\$30.01	21.4%
Saf-Gard	SUFFOLK CO	SSK403BLK	SKECHERS	\$49.99	\$118.00	\$68.01	57.6%
Saf-Gard	SUFFOLK CO	SSK405BKW	SKECHERS	\$84.99	\$111.00	\$26.01	23.4%
Saf-Gard	SUFFOLK CO	SSK405NVAQ	SKECHERS	\$84.99	\$111.00	\$26.01	23.4%
Saf-Gard	SUFFOLK CO	SSK406NVAQ	SKECHERS	\$99.99	\$131.00	\$31.01	23.7%
Saf-Gard	SUFFOLK CO	SSK605NVBL	SKECHERS	\$94.99	\$124.00	\$29.01	23.4%
Saf-Gard	SUFFOLK CO	SSK606NVBL	SKECHERS	\$104.99	\$137.00	\$32.01	23.4%
Saf-Gard	SUFFOLK CO	SSK8037BLK	SKECHERS	\$104.99	\$137.00	\$32.01	23.4%
Saf-Gard	SUFFOLK CO	SSK8038BLK	SKECHERS	\$99.99	\$129.00	\$29.01	22.5%
Saf-Gard	SUFFOLK CO	SSK8038NVY	SKECHERS	\$99.99	\$129.00	\$29.01	22.5%
Saf-Gard	SUFFOLK CO	SSK8174BLK	SKECHERS	\$89.99	\$119.00	\$29.01	24.4%
Saf-Gard	SUFFOLK CO	SSK8175BLK	SKECHERS	\$79.99	\$114.00	\$34.01	29.8%
Saf-Gard	SUFFOLK CO	SSK8347BLK	SKECHERS	\$94.99	\$120.00	\$25.01	20.8%
Saf-Gard	SUFFOLK CO	SSK8348BLK	SKECHERS	\$79.99	\$104.00	\$24.01	23.1%
Saf-Gard	SUFFOLK CO	SSK8435BLK	SKECHERS	\$94.99	\$117.00	\$22.01	18.8%
Saf-Gard	SUFFOLK CO	SSK8435NVY	SKECHERS	\$94.99	\$117.00	\$22.01	18.8%
Saf-Gard	SUFFOLK CO	SSK8436BLK	SKECHERS	\$102.99	\$135.00	\$32.01	23.7%
Saf-Gard	SUFFOLK CO	SSK8436NVY	SKECHERS	\$102.99	\$135.00	\$32.01	23.7%
Saf-Gard	SUFFOLK CO	SSK9149BLK	SKECHERS	\$99.99	\$127.00	\$27.01	21.3%
Saf-Gard	SUFFOLK CO	SSK9159BLK	SKECHERS	\$84.99	\$110.00	\$25.01	22.7%
Saf-Gard	SUFFOLK CO	SSK9740BKW	SKECHERS	\$39.99	\$86.00	\$46.01	53.5%
Saf-Gard	SUFFOLK CO	SSK9740NVW	SKECHERS	\$39.99	\$86.00	\$46.01	53.5%
Saf-Gard	SUFFOLK CO	SSK9764BBK	SKECHERS	\$59.99	\$93.00	\$33.01	35.5%
Saf-Gard	SUFFOLK CO	STMA1V48	TIMBERLAND PRO	\$154.99	\$196.00	\$41.01	20.9%
Saf-Gard	SUFFOLK CO	STMA1W52	TIMBERLAND PRO	\$159.99	\$209.00	\$49.01	23.4%
Saf-Gard	SUFFOLK CO	STMA1W5Z	TIMBERLAND PRO	\$99.99	\$158.00	\$58.01	36.7%
Saf-Gard	SUFFOLK CO	STMA1W6B	TIMBERLAND PRO	\$159.99	\$209.00	\$49.01	23.4%
Saf-Gard	SUFFOLK CO	STMA1W6M	TIMBERLAND PRO	\$154.99	\$196.00	\$41.01	20.9%
Saf-Gard	SUFFOLK CO	STMA1WDJ	TIMBERLAND PRO	\$164.99	\$215.00	\$50.01	23.3%
Saf-Gard	SUFFOLK CO	STMA1WDU	TIMBERLAND PRO	\$164.99	\$215.00	\$50.01	23.3%
Saf-Gard	SUFFOLK CO	STMA1X7R	TIMBERLAND PRO	\$129.99	\$196.00	\$66.01	33.7%
Saf-Gard	SUFFOLK CO	STMA1X83	TIMBERLAND PRO	\$99.99	\$196.00	\$96.01	49.0%

Saf-Gard	SUFFOLK CO	STMA1X8E	TIMBERLAND PRO	\$99.99	\$183.00	\$83.01	45.4%
Saf-Gard	SUFFOLK CO	STMA1XPD	TIMBERLAND PRO	\$124.99	\$158.00	\$33.01	20.9%
Saf-Gard	SUFFOLK CO	STMA1XQX	TIMBERLAND PRO	\$119.99	\$156.00	\$36.01	23.1%
Saf-Gard	SUFFOLK CO	STMA1XRK	TIMBERLAND PRO	\$99.99	\$155.00	\$55.01	35.5%
Saf-Gard	SUFFOLK CO	STMA1XS7	TIMBERLAND PRO	\$99.99	\$157.00	\$57.01	36.3%
Saf-Gard	SUFFOLK CO	STMA1XTG	TIMBERLAND PRO	\$99.99	\$155.00	\$55.01	35.5%
Saf-Gard	SUFFOLK CO	STMA21AV	TIMBERLAND PRO	\$124.99	\$158.00	\$33.01	20.9%
Saf-Gard	SUFFOLK CO	STMA22NY	TIMBERLAND PRO	\$124.99	\$158.00	\$33.01	20.9%
Saf-Gard	SUFFOLK CO	STMA2BWE	TIMBERLAND PRO	\$129.99	\$165.00	\$35.01	21.2%
Saf-Gard	SUFFOLK CO	STMA2BX1	TIMBERLAND PRO	\$129.99	\$171.00	\$41.01	24.0%
Saf-Gard	SUFFOLK CO	STMA2R3Q	TIMBERLAND PRO	\$159.99	\$204.00	\$44.01	21.6%
Saf-Gard	SUFFOLK CO	STMA2R52	TIMBERLAND PRO	\$159.99	\$205.00	\$45.01	22.0%
Saf-Gard	SUFFOLK CO	STMA2R6D	TIMBERLAND PRO	\$154.99	\$196.00	\$41.01	20.9%
Saf-Gard	SUFFOLK CO	STMA41PY	TIMBERLAND PRO	\$159.99	\$209.00	\$49.01	23.4%
Saf-Gard	SUFFOLK CO	STMA41QN	TIMBERLAND PRO	\$159.99	\$209.00	\$49.01	23.4%
Saf-Gard	SUFFOLK CO	STMA41S9	TIMBERLAND PRO	\$154.99	\$196.00	\$41.01	20.9%
Saf-Gard	SUFFOLK CO	STMA4259	TIMBERLAND PRO	\$129.99	\$165.00	\$35.01	21.2%
Saf-Gard	SUFFOLK CO	STMA4279	TIMBERLAND PRO	\$129.99	\$165.00	\$35.01	21.2%
Saf-Gard	SUFFOLK CO	STMA429Y	TIMBERLAND PRO	\$124.99	\$159.00	\$34.01	21.4%
Saf-Gard	SUFFOLK CO	STMA42AY	TIMBERLAND PRO	\$124.99	\$159.00	\$34.01	21.4%
Saf-Gard	SUFFOLK CO	STMA42CY	TIMBERLAND PRO	\$124.99	\$159.00	\$34.01	21.4%
Saf-Gard	SUFFOLK CO	STMA44A9	TIMBERLAND PRO	\$129.99	\$165.00	\$35.01	21.2%
Saf-Gard	SUFFOLK CO	STMA44B9	TIMBERLAND PRO	\$129.99	\$165.00	\$35.01	21.2%
Saf-Gard	SUFFOLK CO	STMA44EN	TIMBERLAND PRO	\$149.99	\$196.00	\$46.01	23.5%
Saf-Gard	SUFFOLK CO	STMA44FE	TIMBERLAND PRO	\$149.99	\$196.00	\$46.01	23.5%
Saf-Gard	SUFFOLK CO	STMA44HY	TIMBERLAND PRO	\$109.99	\$184.00	\$74.01	40.2%
Saf-Gard	SUFFOLK CO	STMA44JY	TIMBERLAND PRO	\$109.99	\$184.00	\$74.01	40.2%
Saf-Gard	SUFFOLK CO	STMA44N1	TIMBERLAND PRO	\$144.99	\$189.00	\$44.01	23.3%
Saf-Gard	SUFFOLK CO	STMA44N9	TIMBERLAND PRO	\$144.99	\$184.00	\$39.01	21.2%
Saf-Gard	SUFFOLK CO	STMA5MEP	TIMBERLAND PRO	\$154.99	\$196.00	\$41.01	20.9%
Saf-Gard	SUFFOLK CO	STMA5MFA	TIMBERLAND PRO	\$154.99	\$196.00	\$41.01	20.9%
Saf-Gard	SUFFOLK CO	STMA5MPT	TIMBERLAND PRO	\$134.99	\$173.00	\$38.01	22.0%
Saf-Gard	SUFFOLK CO	STMA5NCP	TIMBERLAND PRO	\$134.99	\$173.00	\$38.01	22.0%
Saf-Gard	SUFFOLK CO	STMA5NKJ	TIMBERLAND PRO	\$134.99	\$173.00	\$38.01	22.0%
Saf-Gard	SUFFOLK CO	STMA5NQK	TIMBERLAND PRO	\$109.99	\$173.00	\$63.01	36.4%
Saf-Gard	SUFFOLK CO	STMA5TDH	TIMBERLAND PRO	\$159.99	\$209.00	\$49.01	23.4%
Saf-Gard	SUFFOLK CO	STMA5YU3	TIMBERLAND PRO	\$129.99	\$173.00	\$43.01	24.9%
Saf-Gard	SUFFOLK CO	STMA5YUQ	TIMBERLAND PRO	\$129.99	\$173.00	\$43.01	24.9%
Saf-Gard	SUFFOLK CO	STMA5YVB	TIMBERLAND PRO	\$129.99	\$173.00	\$43.01	24.9%
Saf-Gard	SUFFOLK CO	STMA5VYV	TIMBERLAND PRO	\$129.99	\$173.00	\$43.01	24.9%
Saf-Gard	SUFFOLK CO	STMA6418EM4	TIMBERLAND PRO	\$129.99	\$166.00	\$36.01	21.7%
Saf-Gard	SUFFOLK CO	STMA6423EM4	TIMBERLAND PRO	\$164.99	\$217.00	\$52.01	24.0%
Saf-Gard	SUFFOLK CO	STMA6423W02	TIMBERLAND PRO	\$164.99	\$217.00	\$52.01	24.0%
Saf-Gard	SUFFOLK CO	STMA642QEM4	TIMBERLAND PRO	\$154.99	\$204.00	\$49.01	24.0%
Saf-Gard	SUFFOLK CO	STMA642QW02	TIMBERLAND PRO	\$154.99	\$204.00	\$49.01	24.0%
Saf-Gard	SUFFOLK CO	STMA643BEM4	TIMBERLAND PRO	\$159.99	\$204.00	\$44.01	21.6%
Saf-Gard	SUFFOLK CO	STMA643BW02	TIMBERLAND PRO	\$159.99	\$204.00	\$44.01	21.6%
Saf-Gard	SUFFOLK CO	STMA6457EDK	TIMBERLAND PRO	\$109.99	\$140.00	\$30.01	21.4%
Saf-Gard	SUFFOLK CO	STMA6457V96	TIMBERLAND PRO	\$109.99	\$140.00	\$30.01	21.4%
Saf-Gard	SUFFOLK CO	STMA645UA3S	TIMBERLAND PRO	\$109.99	\$140.00	\$30.01	21.4%
Saf-Gard	SUFFOLK CO	STMA645UA3T	TIMBERLAND PRO	\$109.99	\$140.00	\$30.01	21.4%
Saf-Gard	SUFFOLK CO	STMA64H3A1P	TIMBERLAND PRO	\$159.99	\$204.00	\$44.01	21.6%
Saf-Gard	SUFFOLK CO	STMA64H3ELT	TIMBERLAND PRO	\$159.99	\$204.00	\$44.01	21.6%
Saf-Gard	SUFFOLK CO	STMA64H3ES7	TIMBERLAND PRO	\$159.99	\$204.00	\$44.01	21.6%
Saf-Gard	SUFFOLK CO	STMA64HQA1P	TIMBERLAND PRO	\$149.99	\$191.00	\$41.01	21.5%
Saf-Gard	SUFFOLK CO	STMA64HQELT	TIMBERLAND PRO	\$149.99	\$191.00	\$41.01	21.5%
Saf-Gard	SUFFOLK CO	STMA64JBES7	TIMBERLAND PRO	\$159.99	\$204.00	\$44.01	21.6%
Saf-Gard	SUFFOLK CO	STMA64JY754	TIMBERLAND PRO	\$149.99	\$191.00	\$41.01	21.5%
Saf-Gard	SUFFOLK CO	SVM30804	VOLCOM	\$99.99	\$127.00	\$27.01	21.3%
Saf-Gard	SUFFOLK CO	SVM30805	VOLCOM	\$99.99	\$127.00	\$27.01	21.3%
Saf-Gard	SUFFOLK CO	SVM30806F	VOLCOM	\$99.99	\$127.00	\$27.01	21.3%
Saf-Gard	SUFFOLK CO	SVM30807	VOLCOM	\$89.99	\$114.00	\$24.01	21.1%
Saf-Gard	SUFFOLK CO	SVM30808F	VOLCOM	\$89.99	\$114.00	\$24.01	21.1%
Saf-Gard	SUFFOLK CO	SW1160	ORIGINAL SWAT	\$129.99	\$169.00	\$39.01	23.1%
Saf-Gard	SUFFOLK CO	SWW080126	WOLVERINE DURASHOCKS	\$134.99	\$173.00	\$38.01	22.0%
Saf-Gard	SUFFOLK CO	SWW080148	WOLVERINE DURASHOCKS	\$129.99	\$167.00	\$37.01	22.2%
Saf-Gard	SUFFOLK CO	SWW080149	WOLVERINE DURASHOCKS	\$134.99	\$173.00	\$38.01	22.0%
Saf-Gard	SUFFOLK CO	SWW081004	WOLVERINE DURASHOCKS	\$139.99	\$180.00	\$40.01	22.2%
Saf-Gard	SUFFOLK CO	SWW081005	WOLVERINE DURASHOCKS	\$134.99	\$173.00	\$38.01	22.0%
Saf-Gard	SUFFOLK CO	TG534-6908	THOROGOOD	\$174.99	\$222.00	\$47.01	21.2%
Saf-Gard	SUFFOLK CO	TG804-3320	THOROGOOD	\$259.99	\$339.00	\$79.01	23.3%
Saf-Gard	SUFFOLK CO	TG804-3554	THOROGOOD	\$384.99	\$493.00	\$108.01	21.9%

Saf-Gard	SUFFOLK CO	TG804-3600	THOROGOOD	\$279.99	\$350.00	\$70.01	20.0%
Saf-Gard	SUFFOLK CO	TG804-3696	THOROGOOD	\$269.99	\$350.00	\$80.01	22.9%
Saf-Gard	SUFFOLK CO	TG804-3800	THOROGOOD	\$274.99	\$359.00	\$84.01	23.4%
Saf-Gard	SUFFOLK CO	TG804-4200	THOROGOOD	\$239.99	\$294.00	\$54.01	18.4%
Saf-Gard	SUFFOLK CO	TG804-4208	THOROGOOD	\$244.99	\$313.00	\$68.01	21.7%
Saf-Gard	SUFFOLK CO	TG804-4243	THOROGOOD	\$159.90	\$204.00	\$44.10	21.6%
Saf-Gard	SUFFOLK CO	TG804-4291	THOROGOOD	\$134.99	\$173.00	\$38.01	22.0%
Saf-Gard	SUFFOLK CO	TG804-4296	THOROGOOD	\$139.99	\$180.00	\$40.01	22.2%
Saf-Gard	SUFFOLK CO	TG804-4330	THOROGOOD	\$264.99	\$335.00	\$70.01	20.9%
Saf-Gard	SUFFOLK CO	TG804-4364	THOROGOOD	\$239.99	\$304.00	\$64.01	21.1%
Saf-Gard	SUFFOLK CO	TG804-4372	THOROGOOD	\$199.99	\$308.00	\$108.01	35.1%
Saf-Gard	SUFFOLK CO	TG804-4375	THOROGOOD	\$239.99	\$300.00	\$60.01	20.0%
Saf-Gard	SUFFOLK CO	TG804-4378	THOROGOOD	\$249.99	\$320.00	\$70.01	21.9%
Saf-Gard	SUFFOLK CO	TG804-4478	THOROGOOD	\$239.99	\$307.00	\$67.01	21.8%
Saf-Gard	SUFFOLK CO	TG804-6190	THOROGOOD	\$149.99	\$196.00	\$46.01	23.5%
Saf-Gard	SUFFOLK CO	TG804-6191	THOROGOOD	\$154.99	\$202.00	\$47.01	23.3%
Saf-Gard	SUFFOLK CO	TG804-6201	THOROGOOD	\$239.99	\$291.00	\$51.01	17.5%
Saf-Gard	SUFFOLK CO	TG804-6290	THOROGOOD	\$139.99	\$181.00	\$41.01	22.7%
Saf-Gard	SUFFOLK CO	TG804-6292	THOROGOOD	\$99.99	\$159.00	\$59.01	37.1%
Saf-Gard	SUFFOLK CO	TG804-6293	THOROGOOD	\$99.99	\$153.00	\$53.01	34.6%
Saf-Gard	SUFFOLK CO	TG804-6449	THOROGOOD	\$99.99	\$127.00	\$27.01	21.3%
Saf-Gard	SUFFOLK CO	TG804-6905	THOROGOOD	\$99.99	\$195.00	\$95.01	48.7%
Saf-Gard	SUFFOLK CO	TG808-6100	THOROGOOD	\$69.99	\$106.00	\$36.01	34.0%
Saf-Gard	SUFFOLK CO	TG808-6200	THOROGOOD	\$87.75	\$112.00	\$24.25	21.7%
Saf-Gard	SUFFOLK CO	TG814-3266	THOROGOOD	\$149.99	\$195.00	\$45.01	23.1%
Saf-Gard	SUFFOLK CO	TG814-4200	THOROGOOD	\$237.60	\$268.00	\$30.40	11.3%
Saf-Gard	SUFFOLK CO	TG814-4201	THOROGOOD	\$229.99	\$291.00	\$61.01	21.0%
Saf-Gard	SUFFOLK CO	TG831-6031	THOROGOOD	\$94.99	\$121.00	\$26.01	21.5%
Saf-Gard	SUFFOLK CO	TG834-6041	THOROGOOD	\$94.99	\$120.00	\$25.01	20.8%
Saf-Gard	SUFFOLK CO	TG834-6134	THOROGOOD	\$135.99	\$173.00	\$37.01	21.4%
Saf-Gard	SUFFOLK CO	TG834-6385	THOROGOOD	\$129.99	\$166.00	\$36.01	21.7%
Saf-Gard	SUFFOLK CO	TG834-6386	THOROGOOD	\$124.99	\$159.00	\$34.01	21.4%
Saf-Gard	SUFFOLK CO	TG834-6522	THOROGOOD	\$87.99	\$117.00	\$29.01	24.8%
Saf-Gard	SUFFOLK CO	TG834-6523	THOROGOOD	\$87.99	\$117.00	\$29.01	24.8%
Saf-Gard	SUFFOLK CO	TG834-6906	THOROGOOD	\$149.99	\$214.00	\$64.01	29.9%
Saf-Gard	SUFFOLK CO	TG834-6908	THOROGOOD	\$174.99	\$222.00	\$47.01	21.2%
Saf-Gard	SUFFOLK CO	THOTIC	MEGA COMFORT	\$49.99	\$66.00	\$16.01	24.3%
Saf-Gard	SUFFOLK CO	T126256	TINGLEY RUBBER BOOT	\$119.99	\$152.00	\$32.01	21.1%
Saf-Gard	SUFFOLK CO	T128259	TINGLEY RUBBER BOOT	\$119.99	\$152.00	\$32.01	21.1%
Saf-Gard	SUFFOLK CO	T135211	TINGLEY RUBBER BOOT	\$44.99	\$59.00	\$14.01	23.7%
Saf-Gard	SUFFOLK CO	T172253	TINGLEY RUBBER BOOT	\$149.99	\$196.00	\$46.01	23.5%
Saf-Gard	SUFFOLK CO	T193255	TINGLEY RUBBER BOOT	\$79.99	\$101.00	\$21.01	20.8%
Saf-Gard	SUFFOLK CO	T1N35211	TINGLEY RUBBER BOOT	\$44.99	\$56.00	\$11.01	19.7%
Saf-Gard	SUFFOLK CO	TM1161A	TIMBERLAND PRO	\$99.99	\$206.00	\$106.01	51.5%
Saf-Gard	SUFFOLK CO	TM12909	TIMBERLAND	\$130.00	\$186.00	\$56.00	30.1%
Saf-Gard	SUFFOLK CO	TM15845	TIMBERLAND	\$75.00	\$100.00	\$25.00	25.0%
Saf-Gard	SUFFOLK CO	TM219986TD-BLK	TIMBERLAND	\$12.00	\$19.00	\$7.00	36.8%
Saf-Gard	SUFFOLK CO	TM219986TD-WHT	TIMBERLAND	\$14.99	\$19.00	\$4.01	21.1%
Saf-Gard	SUFFOLK CO	TM26002	TIMBERLAND PRO	\$164.99	\$227.00	\$62.01	27.3%
Saf-Gard	SUFFOLK CO	TM26038	TIMBERLAND PRO	\$169.99	\$213.00	\$43.01	20.2%
Saf-Gard	SUFFOLK CO	TM26063	TIMBERLAND PRO	\$149.99	\$185.00	\$35.01	18.9%
Saf-Gard	SUFFOLK CO	TM26064	TIMBERLAND PRO	\$149.99	\$196.00	\$46.01	23.5%
Saf-Gard	SUFFOLK CO	TM26078	TIMBERLAND PRO	\$169.99	\$213.00	\$43.01	20.2%
Saf-Gard	SUFFOLK CO	TM26388	TIMBERLAND PRO	\$129.99	\$170.00	\$40.01	23.5%
Saf-Gard	SUFFOLK CO	TM302353TD	TIMBERLAND	\$17.99	\$23.00	\$5.01	21.8%
Saf-Gard	SUFFOLK CO	TM302378TD-M05	TIMBERLAND	\$14.99	\$20.00	\$5.01	25.1%
Saf-Gard	SUFFOLK CO	TM302379TD-M05	TIMBERLAND	\$14.99	\$19.00	\$4.01	21.1%
Saf-Gard	SUFFOLK CO	TM33030	TIMBERLAND PRO	\$139.99	\$180.00	\$40.01	22.2%
Saf-Gard	SUFFOLK CO	TM33031	TIMBERLAND PRO	\$144.99	\$170.00	\$25.01	14.7%
Saf-Gard	SUFFOLK CO	TM33032	TIMBERLAND PRO	\$149.99	\$170.00	\$20.01	11.8%
Saf-Gard	SUFFOLK CO	TM33034	TIMBERLAND PRO	\$134.99	\$171.00	\$36.01	21.1%
Saf-Gard	SUFFOLK CO	TM33046	TIMBERLAND PRO	\$129.99	\$171.00	\$41.01	24.0%
Saf-Gard	SUFFOLK CO	TM38021	TIMBERLAND PRO	\$164.99	\$207.00	\$42.01	20.3%
Saf-Gard	SUFFOLK CO	TM40000	TIMBERLAND PRO	\$169.99	\$222.00	\$52.01	23.4%
Saf-Gard	SUFFOLK CO	TM40044	TIMBERLAND PRO	\$134.99	\$171.00	\$36.01	21.1%
Saf-Gard	SUFFOLK CO	TM43TB302378TD	TIMBERLAND CLOTHES	\$16.00	\$20.00	\$4.00	20.0%
Saf-Gard	SUFFOLK CO	TM47001	TIMBERLAND PRO	\$169.99	\$222.00	\$52.01	23.4%
Saf-Gard	SUFFOLK CO	TM47015	TIMBERLAND PRO	\$129.99	\$169.00	\$39.01	23.1%
Saf-Gard	SUFFOLK CO	TM47019	TIMBERLAND PRO	\$174.99	\$228.00	\$53.01	23.3%
Saf-Gard	SUFFOLK CO	TM47028	TIMBERLAND PRO	\$134.99	\$176.00	\$41.01	23.3%
Saf-Gard	SUFFOLK CO	TM47592	TIMBERLAND PRO	\$179.99	\$228.00	\$48.01	21.1%
Saf-Gard	SUFFOLK CO	TM50507	TIMBERLAND PRO	\$149.99	\$196.00	\$46.01	23.5%

Saf-Gard	SUFFOLK CO	TM50508	TIMBERLAND PRO	\$149.99	\$196.00	\$46.01	23.5%
Saf-Gard	SUFFOLK CO	TM52561	TIMBERLAND PRO	\$184.99	\$242.00	\$57.01	23.6%
Saf-Gard	SUFFOLK CO	TM52562	TIMBERLAND PRO	\$169.99	\$215.00	\$45.01	20.9%
Saf-Gard	SUFFOLK CO	TM53359	TIMBERLAND PRO	\$149.99	\$196.00	\$46.01	23.5%
Saf-Gard	SUFFOLK CO	TM53531	TIMBERLAND PRO	\$259.99	\$339.00	\$79.01	23.3%
Saf-Gard	SUFFOLK CO	TM53534	TIMBERLAND PRO	\$119.99	\$170.00	\$50.01	29.4%
Saf-Gard	SUFFOLK CO	TM63189	TIMBERLAND PRO	\$129.99	\$165.00	\$35.01	21.2%
Saf-Gard	SUFFOLK CO	TM65016	TIMBERLAND PRO	\$169.99	\$200.00	\$30.01	15.0%
Saf-Gard	SUFFOLK CO	TM65030	TIMBERLAND PRO	\$144.99	\$185.00	\$40.01	21.6%
Saf-Gard	SUFFOLK CO	TM72399	TIMBERLAND PRO	\$134.99	\$170.00	\$35.01	20.6%
Saf-Gard	SUFFOLK CO	TM85590	TIMBERLAND PRO	\$139.99	\$183.00	\$43.01	23.5%
Saf-Gard	SUFFOLK CO	TM85591	TIMBERLAND PRO	\$119.99	\$149.00	\$29.01	19.5%
Saf-Gard	SUFFOLK CO	TM85594	TIMBERLAND PRO	\$189.99	\$248.00	\$58.01	23.4%
Saf-Gard	SUFFOLK CO	TM85599	TIMBERLAND PRO	\$99.99	\$169.00	\$69.01	40.8%
Saf-Gard	SUFFOLK CO	TM86515	TIMBERLAND PRO	\$134.99	\$176.00	\$41.01	23.3%
Saf-Gard	SUFFOLK CO	TM87528	TIMBERLAND PRO	\$129.99	\$165.00	\$35.01	21.2%
Saf-Gard	SUFFOLK CO	TM89604	TIMBERLAND PRO	\$199.99	\$261.00	\$61.01	23.4%
Saf-Gard	SUFFOLK CO	TM89628	TIMBERLAND PRO	\$229.99	\$294.00	\$64.01	21.8%
Saf-Gard	SUFFOLK CO	TM89652	TIMBERLAND PRO	\$199.99	\$261.00	\$61.01	23.4%
Saf-Gard	SUFFOLK CO	TM89697	TIMBERLAND PRO	\$199.99	\$261.00	\$61.01	23.4%
Saf-Gard	SUFFOLK CO	TM90646	TIMBERLAND PRO	\$189.99	\$248.00	\$58.01	23.4%
Saf-Gard	SUFFOLK CO	TM90667	TIMBERLAND PRO	\$109.99	\$143.00	\$33.01	23.1%
Saf-Gard	SUFFOLK CO	TM91621	TIMBERLAND PRO	\$19.99	\$39.00	\$19.01	48.7%
Saf-Gard	SUFFOLK CO	TM91694	TIMBERLAND PRO	\$139.99	\$183.00	\$43.01	23.5%
Saf-Gard	SUFFOLK CO	TM92615	TIMBERLAND PRO	\$199.99	\$261.00	\$61.01	23.4%
Saf-Gard	SUFFOLK CO	TM92632	TIMBERLAND PRO	\$139.99	\$178.00	\$38.01	21.4%
Saf-Gard	SUFFOLK CO	TM92641	TIMBERLAND PRO	\$219.99	\$275.00	\$55.01	20.0%
Saf-Gard	SUFFOLK CO	TM92649	TIMBERLAND PRO	\$99.99	\$152.00	\$52.01	34.2%
Saf-Gard	SUFFOLK CO	TM92669	TIMBERLAND PRO	\$99.99	\$137.00	\$37.01	27.0%
Saf-Gard	SUFFOLK CO	TM92671	TIMBERLAND PRO	\$219.99	\$287.00	\$67.01	23.3%
Saf-Gard	SUFFOLK CO	TM95567	TIMBERLAND PRO	\$199.99	\$261.00	\$61.01	23.4%
Saf-Gard	SUFFOLK CO	TMA110F	TIMBERLAND PRO	\$129.99	\$167.00	\$37.01	22.2%
Saf-Gard	SUFFOLK CO	TMA172T	TIMBERLAND PRO	\$194.99	\$217.00	\$22.01	10.1%
Saf-Gard	SUFFOLK CO	TMA176A	TIMBERLAND PRO	\$84.99	\$150.00	\$65.01	43.3%
Saf-Gard	SUFFOLK CO	TMA1B6U	TIMBERLAND PRO	\$124.99	\$158.00	\$33.01	20.9%
Saf-Gard	SUFFOLK CO	TMA1B7F	TIMBERLAND PRO	\$129.99	\$165.00	\$35.01	21.2%
Saf-Gard	SUFFOLK CO	TMA1GHM	TIMBERLAND PRO	\$139.99	\$183.00	\$43.01	23.5%
Saf-Gard	SUFFOLK CO	TMA1GT9	TIMBERLAND PRO	\$124.99	\$158.00	\$33.01	20.9%
Saf-Gard	SUFFOLK CO	TMA1H1S	TIMBERLAND	\$99.99	\$150.00	\$50.01	33.3%
Saf-Gard	SUFFOLK CO	TMA1HQL	TIMBERLAND PRO	\$179.99	\$228.00	\$48.01	21.1%
Saf-Gard	SUFFOLK CO	TMA1I4S	TIMBERLAND PRO	\$99.99	\$130.00	\$30.01	23.1%
Saf-Gard	SUFFOLK CO	TMA1JY4	TIMBERLAND PRO	\$99.99	\$127.00	\$27.01	21.3%
Saf-Gard	SUFFOLK CO	TMA1JYQ	TIMBERLAND PRO	\$129.99	\$166.00	\$36.01	21.7%
Saf-Gard	SUFFOLK CO	TMA1K1T	TIMBERLAND PRO	\$159.99	\$200.00	\$40.01	20.0%
Saf-Gard	SUFFOLK CO	TMA1KN8	TIMBERLAND PRO	\$79.99	\$172.00	\$92.01	53.5%
Saf-Gard	SUFFOLK CO	TMA1ORE	TIMBERLAND PRO	\$39.99	\$45.00	\$5.01	11.1%
Saf-Gard	SUFFOLK CO	TMA1Q2W	TIMBERLAND PRO	\$154.99	\$201.00	\$46.01	22.9%
Saf-Gard	SUFFOLK CO	TMA1Q54	TIMBERLAND PRO	\$169.99	\$222.00	\$52.01	23.4%
Saf-Gard	SUFFOLK CO	TMA1Q8D	TIMBERLAND PRO	\$119.99	\$140.00	\$20.01	14.3%
Saf-Gard	SUFFOLK CO	TMA1Q8K	TIMBERLAND	\$121.88	\$143.00	\$21.12	14.8%
Saf-Gard	SUFFOLK CO	TMA1RU5	TIMBERLAND PRO	\$129.99	\$213.00	\$83.01	39.0%
Saf-Gard	SUFFOLK CO	TMA1RV5	TIMBERLAND PRO	\$174.99	\$222.00	\$47.01	21.2%
Saf-Gard	SUFFOLK CO	TMA1RW4	TIMBERLAND PRO	\$149.99	\$248.00	\$98.01	39.5%
Saf-Gard	SUFFOLK CO	TMA1V98015	TIMBERLAND	\$19.99	\$23.00	\$3.01	13.1%
Saf-Gard	SUFFOLK CO	TMA1VFJ	TIMBERLAND PRO	\$99.99	\$157.00	\$57.01	36.3%
Saf-Gard	SUFFOLK CO	TMA1WTV	TIMBERLAND PRO	\$129.99	\$165.00	\$35.01	21.2%
Saf-Gard	SUFFOLK CO	TMA1XFX	TIMBERLAND PRO	\$209.99	\$274.00	\$64.01	23.4%
Saf-Gard	SUFFOLK CO	TMA1XJP	TIMBERLAND PRO	\$179.99	\$228.00	\$48.01	21.1%
Saf-Gard	SUFFOLK CO	TMA1XK1	TIMBERLAND PRO	\$179.99	\$228.00	\$48.01	21.1%
Saf-Gard	SUFFOLK CO	TMA1XVN	TIMBERLAND PRO	\$149.99	\$214.00	\$64.01	29.9%
Saf-Gard	SUFFOLK CO	TMA1ZA2	TIMBERLAND PRO	\$99.99	\$168.00	\$68.01	40.5%
Saf-Gard	SUFFOLK CO	TMA1ZC9	TIMBERLAND PRO	\$165.75	\$206.00	\$40.25	19.5%
Saf-Gard	SUFFOLK CO	TMA1ZRC	TIMBERLAND PRO	\$149.99	\$195.00	\$45.01	23.1%
Saf-Gard	SUFFOLK CO	TMA21QA	TIMBERLAND PRO	\$139.99	\$178.00	\$38.01	21.4%
Saf-Gard	SUFFOLK CO	TMA225Q	TIMBERLAND PRO	\$149.99	\$268.00	\$118.01	44.0%
Saf-Gard	SUFFOLK CO	TMA2297	TIMBERLAND PRO	\$199.99	\$261.00	\$61.01	23.4%
Saf-Gard	SUFFOLK CO	TMA24BH	TIMBERLAND PRO	\$189.99	\$248.00	\$58.01	23.4%
Saf-Gard	SUFFOLK CO	TMA24FK	TIMBERLAND PRO	\$169.99	\$274.00	\$104.01	38.0%
Saf-Gard	SUFFOLK CO	TMA25CM	TIMBERLAND PRO	\$129.99	\$266.00	\$136.01	51.1%
Saf-Gard	SUFFOLK CO	TMA25F5	TIMBERLAND PRO	\$199.99	\$261.00	\$61.01	23.4%
Saf-Gard	SUFFOLK CO	TMA25GP	TIMBERLAND PRO	\$184.99	\$232.00	\$47.01	20.3%
Saf-Gard	SUFFOLK CO	TMA27WT	TIMBERLAND PRO	\$119.99	\$156.00	\$36.01	23.1%

Saf-Gard	SUFFOLK CO	TMA283H	TIMBERLAND PRO	\$124.99	\$163.00	\$38.01	23.3%
Saf-Gard	SUFFOLK CO	TMA2844	TIMBERLAND PRO	\$124.99	\$163.00	\$38.01	23.3%
Saf-Gard	SUFFOLK CO	TMA28QQ	TIMBERLAND PRO	\$199.99	\$313.00	\$113.01	36.1%
Saf-Gard	SUFFOLK CO	TMA29FB	TIMBERLAND PRO	\$114.99	\$146.00	\$31.01	21.2%
Saf-Gard	SUFFOLK CO	TMA29G9	TIMBERLAND PRO	\$249.99	\$326.00	\$76.01	23.3%
Saf-Gard	SUFFOLK CO	TMA29JP	TIMBERLAND PRO	\$119.99	\$153.00	\$33.01	21.6%
Saf-Gard	SUFFOLK CO	TMA2B52	TIMBERLAND PRO	\$149.99	\$205.00	\$55.01	26.8%
Saf-Gard	SUFFOLK CO	TMA2MTA	TIMBERLAND PRO	\$117.00	\$149.00	\$32.00	21.5%
Saf-Gard	SUFFOLK CO	TMA2N5V	TIMBERLAND PRO	\$109.99	\$140.00	\$30.01	21.4%
Saf-Gard	SUFFOLK CO	TMA2PKQ	TIMBERLAND PRO	\$99.99	\$165.00	\$65.01	39.4%
Saf-Gard	SUFFOLK CO	TMA2QVU	TIMBERLAND PRO	\$164.99	\$212.00	\$47.01	22.2%
Saf-Gard	SUFFOLK CO	TMA4115	TIMBERLAND PRO	\$169.99	\$218.00	\$48.01	22.0%
Saf-Gard	SUFFOLK CO	TMA41UY	TIMBERLAND PRO	\$189.99	\$244.00	\$54.01	22.1%
Saf-Gard	SUFFOLK CO	TMA41XY	TIMBERLAND PRO	\$109.99	\$140.00	\$30.01	21.4%
Saf-Gard	SUFFOLK CO	TMA42FY	TIMBERLAND PRO	\$170.63	\$217.00	\$46.37	21.4%
Saf-Gard	SUFFOLK CO	TMA5NST	TIMBERLAND PRO	\$124.99	\$160.00	\$35.01	21.9%
Saf-Gard	SUFFOLK CO	TMA5PKE	TIMBERLAND PRO	\$119.99	\$157.00	\$37.01	23.6%
Saf-Gard	SUFFOLK CO	TMA5PMP	TIMBERLAND PRO	\$109.99	\$140.00	\$30.01	21.4%
Saf-Gard	SUFFOLK CO	TMA5PV4	TIMBERLAND	\$75.00	\$216.00	\$141.00	65.3%
Saf-Gard	SUFFOLK CO	TMA5PWC	TIMBERLAND	\$185.00	\$235.00	\$50.00	21.3%
Saf-Gard	SUFFOLK CO	TMA5QZE	TIMBERLAND PRO	\$159.99	\$207.00	\$47.01	22.7%
Saf-Gard	SUFFOLK CO	TMA5RMX	TIMBERLAND PRO	\$109.99	\$157.00	\$47.01	29.9%
Saf-Gard	SUFFOLK CO	TMA5RRP	TIMBERLAND PRO	\$129.99	\$170.00	\$40.01	23.5%
Saf-Gard	SUFFOLK CO	TMA5RSX	TIMBERLAND PRO	\$119.99	\$154.00	\$34.01	22.1%
Saf-Gard	SUFFOLK CO	TMA5RTJ	TIMBERLAND PRO	\$109.99	\$157.00	\$47.01	29.9%
Saf-Gard	SUFFOLK CO	TMA5U4Y	TIMBERLAND PRO	\$179.99	\$236.00	\$56.01	23.7%
Saf-Gard	SUFFOLK CO	TMA5UVU	TIMBERLAND PRO	\$129.99	\$170.00	\$40.01	23.5%
Saf-Gard	SUFFOLK CO	TMA5WHB	TIMBERLAND PRO	\$159.99	\$204.00	\$44.01	21.6%
Saf-Gard	SUFFOLK CO	TMA5WPB	TIMBERLAND PRO	\$149.99	\$192.00	\$42.01	21.9%
Saf-Gard	SUFFOLK CO	TMA5WSF	TIMBERLAND PRO	\$119.99	\$153.00	\$33.01	21.6%
Saf-Gard	SUFFOLK CO	TMA5YFU	TIMBERLAND PRO	\$159.99	\$205.00	\$45.01	22.0%
Saf-Gard	SUFFOLK CO	TMA66JQEM4	TIMBERLAND PRO	\$249.99	\$318.00	\$68.01	21.4%
Saf-Gard	SUFFOLK CO	TMA66KYEM4	TIMBERLAND PRO	\$239.99	\$306.00	\$66.01	21.6%
Saf-Gard	SUFFOLK CO	TMA6763EDV	TIMBERLAND PRO	\$164.99	\$203.00	\$38.01	18.7%
Saf-Gard	SUFFOLK CO	TMA6763EDX	TIMBERLAND PRO	\$164.99	\$203.00	\$38.01	18.7%
Saf-Gard	SUFFOLK CO	TMA67NQEEM	TIMBERLAND PRO	\$134.99	\$177.00	\$42.01	23.7%
Saf-Gard	SUFFOLK CO	TMA67NQY55	TIMBERLAND PRO	\$134.99	\$177.00	\$42.01	23.7%
Saf-Gard	SUFFOLK CO	TMA67PBEDA	TIMBERLAND PRO	\$134.99	\$177.00	\$42.01	23.7%
Saf-Gard	SUFFOLK CO	TMT101288	TIMBERLAND CLOTHES	\$34.99	\$44.00	\$9.01	20.5%
Saf-Gard	SUFFOLK CO	TR305204	TERRA	\$134.99	\$175.00	\$40.01	22.9%
Saf-Gard	SUFFOLK CO	TR305205BLK	TERRA	\$139.99	\$183.00	\$43.01	23.5%
Saf-Gard	SUFFOLK CO	TR608115BLK	TERRA	\$119.99	\$152.00	\$32.01	21.1%
Saf-Gard	SUFFOLK CO	TR608285BLK	TERRA	\$139.99	\$183.00	\$43.01	23.5%
Saf-Gard	SUFFOLK CO	TR915507	TERRA	\$208.99	\$262.00	\$53.01	20.2%
Saf-Gard	SUFFOLK CO	TWMCAAW01	TWISTED X	\$129.99	\$209.00	\$79.01	37.8%
Saf-Gard	SUFFOLK CO	TWMCAN003	TWISTED X	\$99.99	\$131.00	\$31.01	23.7%
Saf-Gard	SUFFOLK CO	TWMDMSM01	TWISTED X	\$139.99	\$176.00	\$36.01	20.5%
Saf-Gard	SUFFOLK CO	TWMDMST01	TWISTED X	\$139.99	\$183.00	\$43.01	23.5%
Saf-Gard	SUFFOLK CO	TWMHKBV01	TWISTED X	\$179.99	\$228.00	\$48.01	21.1%
Saf-Gard	SUFFOLK CO	TWMLCS001	TWISTED X	\$149.99	\$253.00	\$103.01	40.7%
Saf-Gard	SUFFOLK CO	TWMLCS006	TWISTED X	\$149.99	\$260.00	\$110.01	42.3%
Saf-Gard	SUFFOLK CO	TWMLCSM01	TWISTED X	\$209.99	\$266.00	\$56.01	21.1%
Saf-Gard	SUFFOLK CO	TWMXBA001	TWISTED X	\$149.99	\$261.00	\$111.01	42.5%
Saf-Gard	SUFFOLK CO	TWMXBA002	TWISTED X	\$149.99	\$261.00	\$111.01	42.5%
Saf-Gard	SUFFOLK CO	TWMXBA006	TWISTED X	\$214.99	\$281.00	\$66.01	23.5%
Saf-Gard	SUFFOLK CO	TWMXBAW01	TWISTED X	\$219.99	\$287.00	\$67.01	23.3%
Saf-Gard	SUFFOLK CO	TWMXBN001	TWISTED X	\$209.99	\$266.00	\$56.01	21.1%
Saf-Gard	SUFFOLK CO	TWMXBN002	TWISTED X	\$149.99	\$261.00	\$111.01	42.5%
Saf-Gard	SUFFOLK CO	TWMXBN004	TWISTED X	\$209.99	\$266.00	\$56.01	21.1%
Saf-Gard	SUFFOLK CO	TWMXCC001	TWISTED X	\$174.99	\$222.00	\$47.01	21.2%
Saf-Gard	SUFFOLK CO	TWMXCNM01	TWISTED X	\$194.99	\$247.00	\$52.01	21.1%
Saf-Gard	SUFFOLK CO	TWSMUMXBNW01	TWISTED X	\$239.99	\$306.00	\$66.01	21.6%
Saf-Gard	SUFFOLK CO	TWWDCTM1	TWISTED X	\$139.99	\$183.00	\$43.01	23.5%
Saf-Gard	SUFFOLK CO	TWWDCTM01	TWISTED X	\$134.99	\$176.00	\$41.01	23.3%
Saf-Gard	SUFFOLK CO	TWWLCA001	TWISTED X	\$149.99	\$238.00	\$88.01	37.0%
Saf-Gard	SUFFOLK CO	TWWLCS003	TWISTED X	\$199.99	\$253.00	\$53.01	21.0%
Saf-Gard	SUFFOLK CO	TWWXBN001	TWISTED X	\$189.99	\$242.00	\$52.01	21.5%
Saf-Gard	SUFFOLK CO	UA1276375	UNDER ARMOUR	\$99.99	\$156.00	\$56.01	35.9%
Saf-Gard	SUFFOLK CO	UA3024894-302	UNDER ARMOUR	\$65.00	\$83.00	\$18.00	21.7%
Saf-Gard	SUFFOLK CO	UA3024947	UNDER ARMOUR	\$119.99	\$157.00	\$37.01	23.6%
Saf-Gard	SUFFOLK CO	UA3025793-002	UNDER ARMOUR	\$69.99	\$89.00	\$19.01	21.4%
Saf-Gard	SUFFOLK CO	UA3028318	UNDER ARMOUR	\$136.99	\$175.00	\$38.01	21.7%

Saf-Gard	SUFFOLK CO	UA375329TD-001	UNDER ARMOUR	\$15.00	\$19.00	\$4.00	21.1%
Saf-Gard	SUFFOLK CO	UA375329TD-600	UNDER ARMOUR	\$15.00	\$19.00	\$4.00	21.1%
Saf-Gard	SUFFOLK CO	UA375579TD-970	UNDER ARMOUR	\$15.00	\$19.00	\$4.00	21.1%
Saf-Gard	SUFFOLK CO	UA375584TD-670	UNDER ARMOUR	\$15.00	\$19.00	\$4.00	21.1%
Saf-Gard	SUFFOLK CO	UA376172TD-970	UNDER ARMOUR	\$15.00	\$19.00	\$4.00	21.1%
Saf-Gard	SUFFOLK CO	W69412	WOLVERINE	\$2.00	\$2.40	\$0.40	16.7%
Saf-Gard	SUFFOLK CO	W69413	WOLVERINE	\$2.00	\$2.40	\$0.40	16.7%
Saf-Gard	SUFFOLK CO	W69414	WOLVERINE	\$2.00	\$2.40	\$0.40	16.7%
Saf-Gard	SUFFOLK CO	W69415	WOLVERINE	\$2.00	\$2.40	\$0.40	16.7%
Saf-Gard	SUFFOLK CO	W69416	WOLVERINE	\$2.00	\$2.40	\$0.40	16.7%
Saf-Gard	SUFFOLK CO	W69417	WOLVERINE	\$2.00	\$2.40	\$0.40	16.7%
Saf-Gard	SUFFOLK CO	W69418	WOLVERINE	\$2.00	\$2.40	\$0.40	16.7%
Saf-Gard	SUFFOLK CO	W69419	WOLVERINE	\$2.00	\$2.40	\$0.40	16.7%
Saf-Gard	SUFFOLK CO	WGFE2020	FLORSHEIM	\$134.99	\$172.00	\$37.01	21.5%
Saf-Gard	SUFFOLK CO	WGFE244	FLORSHEIM	\$99.99	\$175.00	\$75.01	42.9%
Saf-Gard	SUFFOLK CO	WGFE2440	FLORSHEIM	\$99.99	\$175.00	\$75.01	42.9%
Saf-Gard	SUFFOLK CO	WGFE690	FLORSHEIM	\$149.99	\$193.00	\$43.01	22.3%
Saf-Gard	SUFFOLK CO	WGFF247	FLORSHEIM	\$16.99	\$25.00	\$8.01	32.0%
Saf-Gard	SUFFOLK CO	WGFP8125	FLORSHEIM	\$151.99	\$197.00	\$45.01	22.8%
Saf-Gard	SUFFOLK CO	WGFR40103	FRYE	\$194.99	\$248.00	\$53.01	21.4%
Saf-Gard	SUFFOLK CO	WGFR40201	FRYE	\$199.99	\$261.00	\$61.01	23.4%
Saf-Gard	SUFFOLK CO	WGFR40202	FRYE	\$199.99	\$261.00	\$61.01	23.4%
Saf-Gard	SUFFOLK CO	WGFR40501F	FRYE	\$132.00	\$168.00	\$36.00	21.4%
Saf-Gard	SUFFOLK CO	WGFR40502F	FRYE	\$114.99	\$150.00	\$35.01	23.3%
Saf-Gard	SUFFOLK CO	WGFR40601F	FRYE	\$134.99	\$169.00	\$34.01	20.1%
Saf-Gard	SUFFOLK CO	WGFS2000	FLORSHEIM	\$119.99	\$157.00	\$37.01	23.6%
Saf-Gard	SUFFOLK CO	WGFS2005	FLORSHEIM	\$119.99	\$157.00	\$37.01	23.6%
Saf-Gard	SUFFOLK CO	WGFS2023	FLORSHEIM	\$119.99	\$157.00	\$37.01	23.6%
Saf-Gard	SUFFOLK CO	WGFS2031	FLORSHEIM	\$119.99	\$157.00	\$37.01	23.6%
Saf-Gard	SUFFOLK CO	WGFS208	FLORSHEIM	\$69.99	\$149.00	\$79.01	53.0%
Saf-Gard	SUFFOLK CO	WGFS2325	FLORSHEIM	\$134.99	\$173.00	\$38.01	22.0%
Saf-Gard	SUFFOLK CO	WGFS2326	FLORSHEIM	\$134.99	\$173.00	\$38.01	22.0%
Saf-Gard	SUFFOLK CO	WGFS2330	FLORSHEIM	\$99.99	\$153.00	\$53.01	34.6%
Saf-Gard	SUFFOLK CO	WGFS240	FLORSHEIM	\$119.99	\$156.00	\$36.01	23.1%
Saf-Gard	SUFFOLK CO	WGFS2400	FLORSHEIM	\$124.99	\$163.00	\$38.01	23.3%
Saf-Gard	SUFFOLK CO	WGFS2416	FLORSHEIM	\$79.99	\$145.00	\$65.01	44.8%
Saf-Gard	SUFFOLK CO	WGFS2473	FLORSHEIM	\$147.40	\$188.00	\$40.60	21.6%
Saf-Gard	SUFFOLK CO	WGFS2600	FLORSHEIM	\$79.99	\$149.00	\$69.01	46.3%
Saf-Gard	SUFFOLK CO	WGFS2623	FLORSHEIM	\$119.99	\$154.00	\$34.01	22.1%
Saf-Gard	SUFFOLK CO	WGFS2630	FLORSHEIM	\$129.99	\$156.00	\$26.01	16.7%
Saf-Gard	SUFFOLK CO	WGFS2650	FLORSHEIM	\$129.99	\$163.00	\$33.01	20.3%
Saf-Gard	SUFFOLK CO	WGFS2762	FLORSHEIM	\$114.99	\$149.00	\$34.01	22.8%
Saf-Gard	SUFFOLK CO	WGG1240	GRABBER	\$49.99	\$87.00	\$37.01	42.5%
Saf-Gard	SUFFOLK CO	WGIA0120-1	IRON AGE	\$199.99	\$286.00	\$86.01	30.1%
Saf-Gard	SUFFOLK CO	WGIA0163	IRON AGE	\$119.99	\$152.00	\$32.01	21.1%
Saf-Gard	SUFFOLK CO	WGIA0195	IRON AGE	\$154.99	\$196.00	\$41.01	20.9%
Saf-Gard	SUFFOLK CO	WGIA5014	IRON AGE	\$134.99	\$185.00	\$50.01	27.0%
Saf-Gard	SUFFOLK CO	WGIA5016	IRON AGE	\$109.99	\$144.00	\$34.01	23.6%
Saf-Gard	SUFFOLK CO	WGIA5018	IRON AGE	\$129.99	\$170.00	\$40.01	23.5%
Saf-Gard	SUFFOLK CO	WGIA5090	IRON AGE	\$159.50	\$203.00	\$43.50	21.4%
Saf-Gard	SUFFOLK CO	WGIA5150	IRON AGE	\$89.99	\$117.00	\$27.01	23.1%
Saf-Gard	SUFFOLK CO	WGIA5730	IRON AGE	\$74.99	\$130.00	\$55.01	42.3%
Saf-Gard	SUFFOLK CO	WGIA965	IRON AGE	\$134.99	\$176.00	\$41.01	23.3%
Saf-Gard	SUFFOLK CO	WGIA9650	IRON AGE	\$134.99	\$176.00	\$41.01	23.3%
Saf-Gard	SUFFOLK CO	WGIB3501	REEBOK	\$112.99	\$144.00	\$31.01	21.5%
Saf-Gard	SUFFOLK CO	WGIB4039	REEBOK	\$134.99	\$170.00	\$35.01	20.6%
Saf-Gard	SUFFOLK CO	WGIB4041	REEBOK	\$129.99	\$163.00	\$33.01	20.3%
Saf-Gard	SUFFOLK CO	WGRB036	REEBOK	\$114.99	\$150.00	\$35.01	23.3%
Saf-Gard	SUFFOLK CO	WGRB039	REEBOK	\$114.99	\$150.00	\$35.01	23.3%
Saf-Gard	SUFFOLK CO	WGRB041	REEBOK	\$109.99	\$144.00	\$34.01	23.6%
Saf-Gard	SUFFOLK CO	WGRB044	REEBOK	\$109.99	\$145.00	\$35.01	24.1%
Saf-Gard	SUFFOLK CO	WGRB045	REEBOK	\$114.99	\$150.00	\$35.01	23.3%
Saf-Gard	SUFFOLK CO	WGRB046	REEBOK	\$109.99	\$144.00	\$34.01	23.6%
Saf-Gard	SUFFOLK CO	WGRB049	REEBOK	\$131.99	\$170.00	\$38.01	22.4%
Saf-Gard	SUFFOLK CO	WGRB055	REEBOK	\$94.99	\$150.00	\$55.01	36.7%
Saf-Gard	SUFFOLK CO	WGRB1067	REEBOK	\$129.99	\$188.00	\$58.01	30.9%
Saf-Gard	SUFFOLK CO	WGRB1068	REEBOK	\$139.99	\$178.00	\$38.01	21.4%
Saf-Gard	SUFFOLK CO	WGRB143	REEBOK	\$129.99	\$170.00	\$40.01	23.5%
Saf-Gard	SUFFOLK CO	WGRB156	REEBOK	\$104.99	\$137.00	\$32.01	23.4%
Saf-Gard	SUFFOLK CO	WGRB1910	REEBOK	\$89.99	\$118.00	\$28.01	23.7%
Saf-Gard	SUFFOLK CO	WGRB212	REEBOK	\$94.99	\$150.00	\$55.01	36.7%
Saf-Gard	SUFFOLK CO	WGRB249	REEBOK	\$119.99	\$156.00	\$36.01	23.1%

Saf-Gard	SUFFOLK CO	WGRB259	REEBOK	\$114.99	\$150.00	\$35.01	23.3%
Saf-Gard	SUFFOLK CO	WGRB3031	REEBOK	\$124.99	\$159.00	\$34.01	21.4%
Saf-Gard	SUFFOLK CO	WGRB309	REEBOK	\$124.99	\$159.00	\$34.01	21.4%
Saf-Gard	SUFFOLK CO	WGRB312	REEBOK	\$129.99	\$166.00	\$36.01	21.7%
Saf-Gard	SUFFOLK CO	WGRB314	REEBOK	\$99.99	\$170.00	\$70.01	41.2%
Saf-Gard	SUFFOLK CO	WGRB315	REEBOK	\$119.99	\$156.00	\$36.01	23.1%
Saf-Gard	SUFFOLK CO	WGRB317	REEBOK	\$129.99	\$166.00	\$36.01	21.7%
Saf-Gard	SUFFOLK CO	WGRB3214	REEBOK	\$129.99	\$170.00	\$40.01	23.5%
Saf-Gard	SUFFOLK CO	WGRB3240	REEBOK	\$114.99	\$148.00	\$33.01	22.3%
Saf-Gard	SUFFOLK CO	WGRB3317	REEBOK	\$123.20	\$157.00	\$33.80	21.5%
Saf-Gard	SUFFOLK CO	WGRB3400	REEBOK	\$129.99	\$165.00	\$35.01	21.2%
Saf-Gard	SUFFOLK CO	WGRB3401	REEBOK	\$129.99	\$167.00	\$37.01	22.2%
Saf-Gard	SUFFOLK CO	WGRB3450	REEBOK	\$139.99	\$178.00	\$38.01	21.4%
Saf-Gard	SUFFOLK CO	WGRB3461	REEBOK	\$159.99	\$205.00	\$45.01	22.0%
Saf-Gard	SUFFOLK CO	WGRB3481	REEBOK	\$129.99	\$163.00	\$33.01	20.3%
Saf-Gard	SUFFOLK CO	WGRB3482	REEBOK	\$129.99	\$166.00	\$36.01	21.7%
Saf-Gard	SUFFOLK CO	WGRB3484	REEBOK	\$147.40	\$188.00	\$40.60	21.6%
Saf-Gard	SUFFOLK CO	WGRB3502	REEBOK	\$99.99	\$136.00	\$36.01	26.5%
Saf-Gard	SUFFOLK CO	WGRB354	REEBOK	\$99.99	\$108.00	\$8.01	7.4%
Saf-Gard	SUFFOLK CO	WGRB358	REEBOK	\$123.20	\$157.00	\$33.80	21.5%
Saf-Gard	SUFFOLK CO	WGRB3604	REEBOK	\$99.99	\$176.00	\$76.01	43.2%
Saf-Gard	SUFFOLK CO	WGRB3607	REEBOK	\$123.20	\$157.00	\$33.80	21.5%
Saf-Gard	SUFFOLK CO	WGRB365	REEBOK	\$109.99	\$148.00	\$38.01	25.7%
Saf-Gard	SUFFOLK CO	WGRB382	REEBOK	\$129.99	\$157.00	\$27.01	17.2%
Saf-Gard	SUFFOLK CO	WGRB383	REEBOK	\$127.99	\$160.00	\$32.01	20.0%
Saf-Gard	SUFFOLK CO	WGRB384	REEBOK	\$139.99	\$188.00	\$48.01	25.5%
Saf-Gard	SUFFOLK CO	WGRB4015	REEBOK	\$112.99	\$136.00	\$23.01	16.9%
Saf-Gard	SUFFOLK CO	WGRB4035	REEBOK	\$109.99	\$139.00	\$29.01	20.9%
Saf-Gard	SUFFOLK CO	WGRB4036	REEBOK	\$117.99	\$154.00	\$36.01	23.4%
Saf-Gard	SUFFOLK CO	WGRB4039	REEBOK	\$117.99	\$154.00	\$36.01	23.4%
Saf-Gard	SUFFOLK CO	WGRB4040	REEBOK	\$119.99	\$157.00	\$37.01	23.6%
Saf-Gard	SUFFOLK CO	WGRB4041	REEBOK	\$109.99	\$144.00	\$34.01	23.6%
Saf-Gard	SUFFOLK CO	WGRB4042	REEBOK	\$109.99	\$138.00	\$28.01	20.3%
Saf-Gard	SUFFOLK CO	WGRB4043	REEBOK	\$119.99	\$154.00	\$34.01	22.1%
Saf-Gard	SUFFOLK CO	WGRB4049	REEBOK	\$129.99	\$170.00	\$40.01	23.5%
Saf-Gard	SUFFOLK CO	WGRB4050	REEBOK	\$109.99	\$144.00	\$34.01	23.6%
Saf-Gard	SUFFOLK CO	WGRB4051	REEBOK	\$119.99	\$153.00	\$33.01	21.6%
Saf-Gard	SUFFOLK CO	WGRB4059	REEBOK	\$119.99	\$152.00	\$32.01	21.1%
Saf-Gard	SUFFOLK CO	WGRB406	REEBOK	\$119.99	\$157.00	\$37.01	23.6%
Saf-Gard	SUFFOLK CO	WGRB4063	REEBOK	\$99.99	\$125.00	\$25.01	20.0%
Saf-Gard	SUFFOLK CO	WGRB4066	REEBOK	\$99.99	\$144.00	\$44.01	30.6%
Saf-Gard	SUFFOLK CO	WGRB4131	REEBOK	\$114.99	\$153.00	\$38.01	24.8%
Saf-Gard	SUFFOLK CO	WGRB4132	REEBOK	\$109.99	\$144.00	\$34.01	23.6%
Saf-Gard	SUFFOLK CO	WGRB4133	REEBOK	\$114.99	\$150.00	\$35.01	23.3%
Saf-Gard	SUFFOLK CO	WGRB4141	REEBOK	\$124.99	\$163.00	\$38.01	23.3%
Saf-Gard	SUFFOLK CO	WGRB4143	REEBOK	\$144.99	\$184.00	\$39.01	21.2%
Saf-Gard	SUFFOLK CO	WGRB4144	REEBOK	\$132.99	\$174.00	\$41.01	23.6%
Saf-Gard	SUFFOLK CO	WGRB415	REEBOK	\$114.99	\$136.00	\$21.01	15.4%
Saf-Gard	SUFFOLK CO	WGRB4154	REEBOK	\$99.99	\$140.00	\$40.01	28.6%
Saf-Gard	SUFFOLK CO	WGRB416	REEBOK	\$109.99	\$143.00	\$33.01	23.1%
Saf-Gard	SUFFOLK CO	WGRB4160	REEBOK	\$109.99	\$140.00	\$30.01	21.4%
Saf-Gard	SUFFOLK CO	WGRB4161	REEBOK	\$119.99	\$154.00	\$34.01	22.1%
Saf-Gard	SUFFOLK CO	WGRB4162	REEBOK	\$109.99	\$141.00	\$31.01	22.0%
Saf-Gard	SUFFOLK CO	WGRB4166	REEBOK	\$119.99	\$153.00	\$33.01	21.6%
Saf-Gard	SUFFOLK CO	WGRB417	REEBOK	\$149.99	\$196.00	\$46.01	23.5%
Saf-Gard	SUFFOLK CO	WGRB4177	REEBOK	\$149.99	\$196.00	\$46.01	23.5%
Saf-Gard	SUFFOLK CO	WGRB423	REEBOK	\$109.99	\$140.00	\$30.01	21.4%
Saf-Gard	SUFFOLK CO	WGRB4250	REEBOK	\$119.99	\$150.00	\$30.01	20.0%
Saf-Gard	SUFFOLK CO	WGRB429	REEBOK	\$99.99	\$144.00	\$44.01	30.6%
Saf-Gard	SUFFOLK CO	WGRB430	REEBOK	\$99.99	\$141.00	\$41.01	29.1%
Saf-Gard	SUFFOLK CO	WGRB4301	REEBOK	\$99.99	\$178.00	\$78.01	43.8%
Saf-Gard	SUFFOLK CO	WGRB4302	REEBOK	\$99.99	\$170.00	\$70.01	41.2%
Saf-Gard	SUFFOLK CO	WGRB4310	REEBOK	\$129.99	\$163.00	\$33.01	20.3%
Saf-Gard	SUFFOLK CO	WGRB4311	REEBOK	\$129.99	\$170.00	\$40.01	23.5%
Saf-Gard	SUFFOLK CO	WGRB4312	REEBOK	\$134.99	\$173.00	\$38.01	22.0%
Saf-Gard	SUFFOLK CO	WGRB4314	REEBOK	\$109.99	\$146.00	\$36.01	24.7%
Saf-Gard	SUFFOLK CO	WGRB4317	REEBOK	\$129.99	\$166.00	\$36.01	21.7%
Saf-Gard	SUFFOLK CO	WGRB4327	REEBOK	\$169.99	\$209.00	\$39.01	18.7%
Saf-Gard	SUFFOLK CO	WGRB4333	REEBOK	\$159.99	\$178.00	\$18.01	10.1%
Saf-Gard	SUFFOLK CO	WGRB434	REEBOK	\$124.99	\$163.00	\$38.01	23.3%
Saf-Gard	SUFFOLK CO	WGRB435	REEBOK	\$109.99	\$138.00	\$28.01	20.3%
Saf-Gard	SUFFOLK CO	WGRB4360	REEBOK	\$139.99	\$183.00	\$43.01	23.5%

Saf-Gard	SUFFOLK CO	WGRB437	REEBOK	\$169.99	\$209.00	\$39.01	18.7%
Saf-Gard	SUFFOLK CO	WGRB4442	REEBOK	\$106.99	\$135.00	\$28.01	20.7%
Saf-Gard	SUFFOLK CO	WGRB4443	REEBOK	\$124.99	\$163.00	\$38.01	23.3%
Saf-Gard	SUFFOLK CO	WGRB4450	REEBOK	\$99.99	\$140.00	\$40.01	28.6%
Saf-Gard	SUFFOLK CO	WGRB4453	REEBOK	\$119.00	\$154.00	\$35.00	22.7%
Saf-Gard	SUFFOLK CO	WGRB455	REEBOK	\$124.99	\$157.00	\$32.01	20.4%
Saf-Gard	SUFFOLK CO	WGRB4555	REEBOK	\$99.99	\$156.00	\$56.01	35.9%
Saf-Gard	SUFFOLK CO	WGRB460	REEBOK	\$129.99	\$170.00	\$40.01	23.5%
Saf-Gard	SUFFOLK CO	WGRB464	REEBOK	\$109.99	\$144.00	\$34.01	23.6%
Saf-Gard	SUFFOLK CO	WGRB4671	REEBOK	\$89.99	\$130.00	\$40.01	30.8%
Saf-Gard	SUFFOLK CO	WGRB491	REEBOK	\$114.99	\$146.00	\$31.01	21.2%
Saf-Gard	SUFFOLK CO	WGRB492	REEBOK	\$124.99	\$160.00	\$35.01	21.9%
Saf-Gard	SUFFOLK CO	WGRB516	REEBOK	\$99.99	\$128.00	\$28.01	21.9%
Saf-Gard	SUFFOLK CO	WGRB517	REEBOK	\$99.99	\$127.00	\$27.01	21.3%
Saf-Gard	SUFFOLK CO	WGRB655	REEBOK	\$149.99	\$196.00	\$46.01	23.5%
Saf-Gard	SUFFOLK CO	WGRB6750	REEBOK	\$109.99	\$147.00	\$37.01	23.2%
Saf-Gard	SUFFOLK CO	WGRB6765	REEBOK	\$154.99	\$202.00	\$47.01	23.3%
Saf-Gard	SUFFOLK CO	WGRB7005	REEBOK	\$149.99	\$188.00	\$38.01	20.2%
Saf-Gard	SUFFOLK CO	WGRB750	REEBOK	\$124.99	\$162.00	\$37.01	22.8%
Saf-Gard	SUFFOLK CO	WGRB7755	REEBOK	\$149.99	\$188.00	\$38.01	20.2%
Saf-Gard	SUFFOLK CO	WGRB8674	REEBOK	\$139.99	\$175.00	\$35.01	20.0%
Saf-Gard	SUFFOLK CO	WGRB8694	REEBOK	\$143.99	\$188.00	\$44.01	23.4%
Saf-Gard	SUFFOLK CO	WGRB8807	REEBOK	\$149.99	\$196.00	\$46.01	23.5%
Saf-Gard	SUFFOLK CO	WGRB9402	REEBOK	\$145.20	\$185.00	\$39.80	21.5%
Saf-Gard	SUFFOLK CO	WGRBMT	REEBOK	\$20.00	\$25.00	\$5.00	20.0%
Saf-Gard	SUFFOLK CO	WGRK2151	ROCKPORT WORK	\$104.99	\$137.00	\$32.01	23.4%
Saf-Gard	SUFFOLK CO	WGRK4691	ROCKPORT WORK	\$134.99	\$182.00	\$47.01	25.8%
Saf-Gard	SUFFOLK CO	WGRK500	ROCKPORT WORK	\$99.99	\$143.00	\$43.01	30.1%
Saf-Gard	SUFFOLK CO	WGRK5710	ROCKPORT WORK	\$129.99	\$163.00	\$33.01	20.3%
Saf-Gard	SUFFOLK CO	WGRK5715	ROCKPORT WORK	\$129.99	\$167.00	\$37.01	22.2%
Saf-Gard	SUFFOLK CO	WGRK600	ROCKPORT WORK	\$99.99	\$157.00	\$57.01	36.3%
Saf-Gard	SUFFOLK CO	WGRK601	ROCKPORT WORK	\$99.99	\$135.00	\$35.01	25.9%
Saf-Gard	SUFFOLK CO	WGRK634	ROCKPORT WORK	\$144.99	\$189.00	\$44.01	23.3%
Saf-Gard	SUFFOLK CO	WGRK643	ROCKPORT WORK	\$114.99	\$150.00	\$35.01	23.3%
Saf-Gard	SUFFOLK CO	WGRK644	ROCKPORT WORK	\$114.99	\$144.00	\$29.01	20.1%
Saf-Gard	SUFFOLK CO	WGRK6628	ROCKPORT WORK	\$99.99	\$199.00	\$99.01	49.8%
Saf-Gard	SUFFOLK CO	WGRK6635	ROCKPORT WORK	\$144.99	\$188.00	\$43.01	22.9%
Saf-Gard	SUFFOLK CO	WGRK670	ROCKPORT WORK	\$124.99	\$157.00	\$32.01	20.4%
Saf-Gard	SUFFOLK CO	WGRK6710	ROCKPORT WORK	\$149.60	\$191.00	\$41.40	21.7%
Saf-Gard	SUFFOLK CO	WGRK6736	ROCKPORT WORK	\$114.99	\$150.00	\$35.01	23.3%
Saf-Gard	SUFFOLK CO	WGRK6737	ROCKPORT WORK	\$99.99	\$143.00	\$43.01	30.1%
Saf-Gard	SUFFOLK CO	WGRK6741	ROCKPORT WORK	\$119.99	\$156.00	\$36.01	23.1%
Saf-Gard	SUFFOLK CO	WGRK6748	ROCKPORT WORK	\$134.99	\$170.00	\$35.01	20.6%
Saf-Gard	SUFFOLK CO	WGRK676	ROCKPORT WORK	\$114.99	\$150.00	\$35.01	23.3%
Saf-Gard	SUFFOLK CO	WGRK6761	ROCKPORT WORK	\$134.99	\$176.00	\$41.01	23.3%
Saf-Gard	SUFFOLK CO	WGRK751	ROCKPORT WORK	\$109.99	\$138.00	\$28.01	20.3%
Saf-Gard	SUFFOLK CO	WGRK753	ROCKPORT WORK	\$114.99	\$144.00	\$29.01	20.1%
Saf-Gard	SUFFOLK CO	WGRK761	ROCKPORT WORK	\$124.30	\$158.00	\$33.70	21.3%
Saf-Gard	SUFFOLK CO	WGRK762	ROCKPORT WORK	\$132.00	\$168.00	\$36.00	21.4%
Saf-Gard	SUFFOLK CO	WGRK774	ROCKPORT WORK	\$99.99	\$140.00	\$40.01	28.6%
Saf-Gard	SUFFOLK CO	WGRK777	ROCKPORT WORK	\$124.99	\$163.00	\$38.01	23.3%
Saf-Gard	SUFFOLK CO	WGRK800	ROCKPORT WORK	\$89.99	\$150.00	\$60.01	40.0%
Saf-Gard	SUFFOLK CO	WGVM30110	VOLCOM	\$109.99	\$138.00	\$28.01	20.3%
Saf-Gard	SUFFOLK CO	WGVM30110F	VOLCOM	\$109.99	\$138.00	\$28.01	20.3%
Saf-Gard	SUFFOLK CO	WGVM30117	VOLCOM	\$109.99	\$138.00	\$28.01	20.3%
Saf-Gard	SUFFOLK CO	WGVM30232	VOLCOM	\$114.99	\$146.00	\$31.01	21.2%
Saf-Gard	SUFFOLK CO	WGVM30232F	VOLCOM	\$114.99	\$146.00	\$31.01	21.2%
Saf-Gard	SUFFOLK CO	WGVM30239	VOLCOM	\$137.99	\$177.00	\$39.01	22.0%
Saf-Gard	SUFFOLK CO	WGVM30244	VOLCOM	\$129.80	\$165.00	\$35.20	21.3%
Saf-Gard	SUFFOLK CO	WGVM30244F	VOLCOM	\$129.80	\$165.00	\$35.20	21.3%
Saf-Gard	SUFFOLK CO	WGVM30468	VOLCOM	\$109.99	\$138.00	\$28.01	20.3%
Saf-Gard	SUFFOLK CO	WGVM30471	VOLCOM	\$112.99	\$144.00	\$31.01	21.5%
Saf-Gard	SUFFOLK CO	WGVM30617F	VOLCOM	\$117.99	\$154.00	\$36.01	23.4%
Saf-Gard	SUFFOLK CO	WGVM30802	VOLCOM	\$109.99	\$140.00	\$30.01	21.4%
Saf-Gard	SUFFOLK CO	WGVM30802F	VOLCOM	\$109.99	\$140.00	\$30.01	21.4%
Saf-Gard	SUFFOLK CO	WGVM30809	VOLCOM	\$104.99	\$133.00	\$28.01	21.1%
Saf-Gard	SUFFOLK CO	WGVM30809F	VOLCOM	\$104.99	\$133.00	\$28.01	21.1%
Saf-Gard	SUFFOLK CO	WIL001	WILKURO	\$39.99	\$53.00	\$13.01	24.5%
Saf-Gard	SUFFOLK CO	WIL002	WILKURO	\$39.99	\$53.00	\$13.01	24.5%
Saf-Gard	SUFFOLK CO	WIL003	WILKURO	\$39.99	\$53.00	\$13.01	24.5%
Saf-Gard	SUFFOLK CO	WIL004	WILKURO	\$39.99	\$53.00	\$13.01	24.5%
Saf-Gard	SUFFOLK CO	WIL005	WILKURO	\$39.99	\$53.00	\$13.01	24.5%

Saf-Gard	SUFFOLK CO	WIL006	WILKURO	\$39.99	\$53.00	\$13.01	24.5%
Saf-Gard	SUFFOLK CO	WIL007	WILKURO	\$39.99	\$53.00	\$13.01	24.5%
Saf-Gard	SUFFOLK CO	WLV91102670-100	WOLVERINE	\$18.00	\$23.00	\$5.00	21.7%
Saf-Gard	SUFFOLK CO	WSS3001-001	IBD	\$20.00	\$25.00	\$5.00	20.0%
Saf-Gard	SUFFOLK CO	WW080030	WOLVERINE	\$109.99	\$147.00	\$37.01	25.2%
Saf-Gard	SUFFOLK CO	WW080062	WOLVERINE	\$119.99	\$171.00	\$51.01	29.8%
Saf-Gard	SUFFOLK CO	WW080157	WOLVERINE	\$199.99	\$282.00	\$82.01	29.1%
Saf-Gard	SUFFOLK CO	WW10180	WOLVERINE	\$99.99	\$170.00	\$70.01	41.2%
Saf-Gard	SUFFOLK CO	WW10181	WOLVERINE	\$129.99	\$170.00	\$40.01	23.5%
Saf-Gard	SUFFOLK CO	WW10314	WOLVERINE	\$169.99	\$222.00	\$52.01	23.4%
Saf-Gard	SUFFOLK CO	WW10315	WOLVERINE	\$119.99	\$208.00	\$88.01	42.3%
Saf-Gard	SUFFOLK CO	WW10316	WOLVERINE	\$189.99	\$248.00	\$58.01	23.4%
Saf-Gard	SUFFOLK CO	WW10318	WOLVERINE	\$179.99	\$235.00	\$55.01	23.4%
Saf-Gard	SUFFOLK CO	WW10364	WOLVERINE	\$110.99	\$144.00	\$33.01	22.9%
Saf-Gard	SUFFOLK CO	WW10632	WOLVERINE	\$119.99	\$150.00	\$30.01	20.0%
Saf-Gard	SUFFOLK CO	WW10633	WOLVERINE	\$119.99	\$150.00	\$30.01	20.0%
Saf-Gard	SUFFOLK CO	WW10653	WOLVERINE	\$179.99	\$228.00	\$48.01	21.1%
Saf-Gard	SUFFOLK CO	WW10680	WOLVERINE	\$124.99	\$158.00	\$33.01	20.9%
Saf-Gard	SUFFOLK CO	WW10694	WOLVERINE	\$89.99	\$150.00	\$60.01	40.0%
Saf-Gard	SUFFOLK CO	WW10702	WOLVERINE	\$129.99	\$170.00	\$40.01	23.5%
Saf-Gard	SUFFOLK CO	WW10706	WOLVERINE	\$187.99	\$245.00	\$57.01	23.3%
Saf-Gard	SUFFOLK CO	WW10717	WOLVERINE	\$175.50	\$209.00	\$33.50	16.0%
Saf-Gard	SUFFOLK CO	WW10791	WOLVERINE	\$139.99	\$177.00	\$37.01	20.9%
Saf-Gard	SUFFOLK CO	WW10924	WOLVERINE	\$99.99	\$198.00	\$98.01	49.5%
Saf-Gard	SUFFOLK CO	WW10926	WOLVERINE	\$149.99	\$248.00	\$98.01	39.5%
Saf-Gard	SUFFOLK CO	WW10942	WOLVERINE	\$219.99	\$287.00	\$67.01	23.3%
Saf-Gard	SUFFOLK CO	WW10945	WOLVERINE	\$214.99	\$281.00	\$66.01	23.5%
Saf-Gard	SUFFOLK CO	WW191044	WOLVERINE	\$209.99	\$286.00	\$76.01	26.6%
Saf-Gard	SUFFOLK CO	WW200158	WOLVERINE	\$99.99	\$127.00	\$27.01	21.3%
Saf-Gard	SUFFOLK CO	WW201175	WOLVERINE	\$169.99	\$222.00	\$52.01	23.4%
Saf-Gard	SUFFOLK CO	WW201177	WOLVERINE	\$129.99	\$165.00	\$35.01	21.2%
Saf-Gard	SUFFOLK CO	WW201178	WOLVERINE	\$119.99	\$222.00	\$102.01	46.0%
Saf-Gard	SUFFOLK CO	WW201218	WOLVERINE	\$149.99	\$196.00	\$46.01	23.5%
Saf-Gard	SUFFOLK CO	WW201222	WOLVERINE	\$149.99	\$192.00	\$42.01	21.9%
Saf-Gard	SUFFOLK CO	WW20172	WOLVERINE	\$79.99	\$123.00	\$43.01	35.0%
Saf-Gard	SUFFOLK CO	WW2053	WOLVERINE DURASHOCKS	\$149.99	\$196.00	\$46.01	23.5%
Saf-Gard	SUFFOLK CO	WW210000	WOLVERINE	\$99.99	\$127.00	\$27.01	21.3%
Saf-Gard	SUFFOLK CO	WW210076	WOLVERINE	\$99.99	\$127.00	\$27.01	21.3%
Saf-Gard	SUFFOLK CO	WW210081	WOLVERINE DURASHOCKS	\$169.99	\$208.00	\$38.01	18.3%
Saf-Gard	SUFFOLK CO	WW211000	WOLVERINE	\$99.99	\$127.00	\$27.01	21.3%
Saf-Gard	SUFFOLK CO	WW211001	WOLVERINE	\$99.99	\$221.00	\$121.01	54.8%
Saf-Gard	SUFFOLK CO	WW211005	WOLVERINE DURASHOCKS	\$99.99	\$131.00	\$31.01	23.7%
Saf-Gard	SUFFOLK CO	WW211006	WOLVERINE DURASHOCKS	\$99.99	\$127.00	\$27.01	21.3%
Saf-Gard	SUFFOLK CO	WW211007	WOLVERINE	\$99.99	\$139.00	\$39.01	28.1%
Saf-Gard	SUFFOLK CO	WW211016	WOLVERINE DURASHOCKS	\$129.99	\$163.00	\$33.01	20.3%
Saf-Gard	SUFFOLK CO	WW211020	WOLVERINE	\$134.99	\$176.00	\$41.01	23.3%
Saf-Gard	SUFFOLK CO	WW211022	WOLVERINE	\$169.99	\$233.00	\$63.01	27.0%
Saf-Gard	SUFFOLK CO	WW211042	WOLVERINE	\$124.99	\$157.00	\$32.01	20.4%
Saf-Gard	SUFFOLK CO	WW211043	WOLVERINE	\$124.99	\$157.00	\$32.01	20.4%
Saf-Gard	SUFFOLK CO	WW211128	WOLVERINE DURASHOCKS	\$169.99	\$208.00	\$38.01	18.3%
Saf-Gard	SUFFOLK CO	WW211129	WOLVERINE DURASHOCKS	\$179.99	\$242.00	\$62.01	25.6%
Saf-Gard	SUFFOLK CO	WW211130	WOLVERINE DURASHOCKS	\$179.99	\$228.00	\$48.01	21.1%
Saf-Gard	SUFFOLK CO	WW211139	WOLVERINE	\$199.99	\$256.00	\$56.01	21.9%
Saf-Gard	SUFFOLK CO	WW211161	WOLVERINE DURASHOCKS	\$169.99	\$213.00	\$43.01	20.2%
Saf-Gard	SUFFOLK CO	WW211165	WOLVERINE DURASHOCKS	\$189.99	\$242.00	\$52.01	21.5%
Saf-Gard	SUFFOLK CO	WW211171	WOLVERINE	\$99.99	\$175.00	\$75.01	42.9%
Saf-Gard	SUFFOLK CO	WW211176	WOLVERINE DURASHOCKS	\$129.99	\$170.00	\$40.01	23.5%
Saf-Gard	SUFFOLK CO	WW221011	WOLVERINE	\$184.99	\$237.00	\$52.01	21.9%
Saf-Gard	SUFFOLK CO	WW221018	WOLVERINE	\$109.99	\$143.00	\$33.01	23.1%
Saf-Gard	SUFFOLK CO	WW221019	WOLVERINE	\$134.99	\$172.00	\$37.01	21.5%
Saf-Gard	SUFFOLK CO	WW221022	WOLVERINE	\$144.99	\$186.00	\$41.01	22.0%
Saf-Gard	SUFFOLK CO	WW221025	WOLVERINE	\$129.99	\$167.00	\$37.01	22.2%
Saf-Gard	SUFFOLK CO	WW221032	WOLVERINE	\$129.99	\$165.00	\$35.01	21.2%
Saf-Gard	SUFFOLK CO	WW221041	WOLVERINE	\$144.99	\$186.00	\$41.01	22.0%
Saf-Gard	SUFFOLK CO	WW2287	WOLVERINE MULTISHOX	\$119.99	\$250.00	\$130.01	52.0%
Saf-Gard	SUFFOLK CO	WW231013	WOLVERINE	\$149.99	\$225.00	\$75.01	33.3%
Saf-Gard	SUFFOLK CO	WW231015	WOLVERINE	\$134.99	\$172.00	\$37.01	21.5%
Saf-Gard	SUFFOLK CO	WW231016	WOLVERINE	\$151.13	\$193.00	\$41.87	21.7%
Saf-Gard	SUFFOLK CO	WW231018	WOLVERINE	\$119.99	\$154.00	\$34.01	22.1%
Saf-Gard	SUFFOLK CO	WW231047	WOLVERINE	\$129.99	\$163.00	\$33.01	20.3%
Saf-Gard	SUFFOLK CO	WW231085	WOLVERINE	\$149.99	\$191.00	\$41.01	21.5%
Saf-Gard	SUFFOLK CO	WW231099	WOLVERINE	\$149.99	\$191.00	\$41.01	21.5%

Saf-Gard	SUFFOLK CO	WW231103	WOLVERINE	\$129.99	\$166.00	\$36.01	21.7%
Saf-Gard	SUFFOLK CO	WW231109	WOLVERINE	\$139.99	\$178.00	\$38.01	21.4%
Saf-Gard	SUFFOLK CO	WW231117	WOLVERINE	\$129.99	\$166.00	\$36.01	21.7%
Saf-Gard	SUFFOLK CO	WW240008	WOLVERINE	\$114.99	\$146.00	\$31.01	21.2%
Saf-Gard	SUFFOLK CO	WW2406	WOLVERINE MULTISHOX	\$99.99	\$243.00	\$143.01	58.9%
Saf-Gard	SUFFOLK CO	WW241169	WOLVERINE	\$154.99	\$197.00	\$42.01	21.3%
Saf-Gard	SUFFOLK CO	WW3108	WOLVERINE DURASHOCKS	\$99.99	\$166.00	\$66.01	39.8%
Saf-Gard	SUFFOLK CO	WW3120	WOLVERINE DURASHOCKS	\$174.99	\$228.00	\$53.01	23.3%
Saf-Gard	SUFFOLK CO	WW3511	WOLVERINE	\$154.99	\$201.00	\$46.01	22.9%
Saf-Gard	SUFFOLK CO	WW4306	WOLVERINE	\$119.99	\$156.00	\$36.01	23.1%
Saf-Gard	SUFFOLK CO	WW4451	WOLVERINE	\$49.99	\$161.00	\$111.01	69.0%
Saf-Gard	SUFFOLK CO	WW5679	WOLVERINE	\$149.99	\$196.00	\$46.01	23.5%
Saf-Gard	SUFFOLK CO	WW5680	WOLVERINE	\$159.99	\$209.00	\$49.01	23.4%
Saf-Gard	SUFFOLK CO	WW5685	WOLVERINE	\$39.99	\$173.00	\$133.01	76.9%
Saf-Gard	SUFFOLK CO	WW5698	WOLVERINE	\$129.99	\$184.00	\$54.01	29.4%
Saf-Gard	SUFFOLK CO	WW8399	WOLVERINE	\$134.99	\$176.00	\$41.01	23.3%
Saf-Gard	SUFFOLK CO	WW880351	WOLVERINE	\$84.99	\$154.00	\$69.01	44.8%
Saf-Gard	SUFFOLK CO	WW91100270	WOLVERINE	\$13.00	\$16.00	\$3.00	18.8%
Saf-Gard	SUFFOLK CO	WW91102670	WOLVERINE	\$18.00	\$23.00	\$5.00	21.7%
Saf-Gard	SUFFOLK CO	WZC440-OLIVE	WORK ZONE	\$79.99	\$117.00	\$37.01	31.6%
Saf-Gard	SUFFOLK CO	WZM612-BL	WORK ZONE	\$119.99	\$152.00	\$32.01	21.1%
Saf-Gard	SUFFOLK CO	WZN401-BL	WORK ZONE	\$74.99	\$96.00	\$21.01	21.9%
Saf-Gard	SUFFOLK CO	WZN440-BL	WORK ZONE	\$84.99	\$108.00	\$23.01	21.3%
Saf-Gard	SUFFOLK CO	WZN640-BL	WORK ZONE	\$94.99	\$121.00	\$26.01	21.5%
Saf-Gard	SUFFOLK CO	WZS401-BL	WORK ZONE	\$89.99	\$115.00	\$25.01	21.7%
Saf-Gard	SUFFOLK CO	WZS470-BL	WORK ZONE	\$79.99	\$114.00	\$34.01	29.8%
Saf-Gard	SUFFOLK CO	WZS623-BL	WORK ZONE	\$125.00	\$159.00	\$34.00	21.4%
Saf-Gard	SUFFOLK CO	WZS660-BR	WORK ZONE	\$102.50	\$127.00	\$24.50	19.3%
Saf-Gard	SUFFOLK CO	WZS852-BR	WORK ZONE	\$114.99	\$149.00	\$34.01	22.8%
Saf-Gard	SUFFOLK CO	WZS997-BRN	WORK ZONE	\$125.00	\$152.00	\$27.00	17.8%
Saf-Gard	SUFFOLK CO	XEGRBL3	XENA	\$184.99	\$233.00	\$48.01	20.6%
Saf-Gard	SUFFOLK CO	XEGRBT1	XENA	\$159.99	\$232.00	\$72.01	31.0%
Saf-Gard	SUFFOLK CO	XEGRCG3	XENA	\$184.99	\$242.00	\$57.01	23.6%
Saf-Gard	SUFFOLK CO	XEHZTN1	XENA	\$189.99	\$242.00	\$52.01	21.5%
Saf-Gard	SUFFOLK CO	XEOMBL1	XENA	\$189.99	\$248.00	\$58.01	23.4%
Saf-Gard	SUFFOLK CO	XEOMBO1	XENA	\$189.99	\$248.00	\$58.01	23.4%
Saf-Gard	SUFFOLK CO	XEROBL1	XENA	\$189.99	\$242.00	\$52.01	21.5%
Saf-Gard	SUFFOLK CO	XESPBL1	XENA	\$199.99	\$261.00	\$61.01	23.4%
Saf-Gard	SUFFOLK CO	XEVABL1	XENA	\$199.99	\$261.00	\$61.01	23.4%
Saf-Gard	SUFFOLK CO	XEVACB1	XENA	\$199.99	\$261.00	\$61.01	23.4%

Albany County Request for Contract Approval

Contract #	2025-2958
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	G8130 - Sewage Treatment
Date Submitted	Wednesday, April 16, 2025
Contact Person	Gaudio, Angelo
Contact Phone	518-447-1624
Vendor Info	WSG & Solutions Inc. 440 Stump Rd, Montgomeryville, PA 18936
Estimated Amount	\$70,000.00
Estimated Term	5/1/2025 to 4/30/2026
Scope of Services	Purchase a supply of grit buckets and stirring flights to be used at North and South plants for the grit removal system.
Budget Line Item	GG8130 - 44070 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MC COY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD SOUTH
ALBANY, NEW YORK 12204

REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycountyny.gov

COMMISSION

DENNIS RIGOSU
CHAIRMAN

NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G. CARLUCCIO
GARRY NATHAN

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

April 16, 2025

Hon. Daniel P. McCoy
County Executive
112 State Street
Albany, NY 12207

Hon. Joanne Cunningham
Chairwoman
Albany County Legislature
112 State Street – Suite 710
Albany, NY 12207

Hon. Bruce Hidley
County Clerk
112 State Street
Albany, NY 12207

**Re: RFB-2025-036 Replacement Grit Buckets and Stirring Flights
WSG & Solutions Inc.**

Dear Contract Administration Board:

The Water Purification District is requesting contract authorization with WSG & Solutions, Inc, (WSG) in the amount of \$70,000 for the supply of grit buckets and stirring flights associated with the District's grit removal system. The contract term is for a one (1) year period from the date of award with the option for one (1) consecutive one (1) year renewal.

WSG was the sole responsible bidder for the above subject RFB. The bid tabulation, District's recommendation memo and Purchasing Department's concurrence memo are attached herein.

Should you have any questions please feel free to contact me at 518-447-1617

Sincerely,



Angelo Gaudio, P.E.
Executive Director

Enc: Purchasing Department Concurrence Memo
District Recommendation Memo
Bid Tabulation

cc: Wesley Hartmann, Policy Analyst
Alix Dott, Budget Analyst



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
ALBANY, NEW YORK 12204
REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycountyny.gov

COMMISSION
DENNIS RIGOSU
CHAIRMAN

NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G. CARLUCCIO
GARRY NATHAN

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

MEMORANDUM

To: Pamela O'Neill, Purchasing Agent

From: Angelo Gaudio, Executive Director 

Subject: RFB-2025-036 Grit Buckets & Stirring Flights for Grit Chambers
WSG & Solutions Inc.

Date: April 15, 2025

The Water Purification District completed its review of the bidder(s) that responded to the above referenced RFB and recommends award to the lowest responsible bidder, WSG & Solutions, Inc., for the supply of grit buckets and stirring flights associated with the District grit removal system.

The contract term is for one (1) year with the option of one (1) additional one (1) year renewal(s). The estimated contract amount for the 1 year term is \$70,000.

Please return your notice of concurrence so I may submit this contract request to CAB for approval.

Should you have any questions regarding this recommendation I may be reached at 447-1611.

RFB # 2025-036

WSG & Solutions, Inc

<u>Item Description</u>	<u>Price</u>	<u>Price</u>	<u>Price</u>	<u>Price</u>
23 ea - Bucket Assembly 5' – 11 ½" wide	\$31,004.00			
22 ea - Stirring Flight Assembly	\$25,366.00			
90 ea – Attachment pin	\$1,620.00			
Grand Total	\$57,990.00			

1



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Angelo Gaudio
Executive Director

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: April 16, 2025

RE: RFB 2025-036
Replacement Grit Buckets & Stirring Flights for Rex Velocity Grit Chambers

I am in receipt of your recommendation to award the aforementioned to WSG & Solutions, Inc. in the amount of \$70,000.00.

As WSG & Solutions, Inc. is the lowest responsible and responsive bidder, I concur with your recommendation.

Please obtain the necessary contract approval of the Contract Administration Board, so that we may issue a Notice of Award.

Request for Contract Approval	
Contract #	2025-0367
Contract Type	CAB
Contract Action (New, Renewal, Amendment)	New
Procurement Type (Bid, RFP, Other)	RFP
Department	G8130 - Water Purification District
Date submitted	05/07/2025
Contact person	Angelo Gaudio
Contact Phone	518-447-1624
Vendor	Koester Associates, Inc.
Estimated Amount	\$50,000.00
Estimated Term	06/01/2025-05/31/2026
Scope of Services	Purchase a supply of Vogelsang pump parts.
Budget Line Item	GG8130 – 44070 –
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham
Chairwoman
Albany County Legislature



DANIEL P. MC COY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD SOUTH
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CHAIRMAN

NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G. CARLUCCIO
GARRY NATHAN

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

May 5, 2025

Hon. Daniel P. McCoy
County Executive
112 State Street
Albany, NY 12207

Hon. Joanne Cunningham
Chairwoman
Albany County Legislature
112 State Street – Suite 710
Albany, NY 12207

Hon. Bruce Hidley
County Clerk
112 State Street
Albany, NY 12207

**Re: RFB-2025-035 Vogelsang Pump Parts
Koester Associates Inc.**

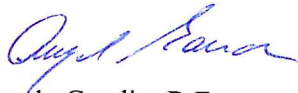
Dear Contract Administration Board:

The Water Purification District is requesting contract authorization with Koester Associates, Inc, (Koester) in the amount of \$50,000 for the supply of Vogelsang pump parts. The contract term is for a one (1) year period from the date of award with the option for two (2) consecutive one (1) year renewals.

Koester was the sole responsible bidder for the above subject RFB. The bid tabulation, District's recommendation memo and Purchasing Department's concurrence memo are attached herein.

Should you have any questions please feel free to contact me at 518-447-1617

Sincerely,



Angelo Gaudio, P.E.
Executive Director

Enc: Purchasing Department Concurrence Memo
District Recommendation Memo
Bid Tabulation

cc: Wesley Hartmann, Policy Analyst
Alex Dott, Budget Analyst



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Angelo Gaudio
Executive Director

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: May 2, 2025

RE: RFB #2025-035-R Vogelsang Pump Parts

I am in receipt of your recommendation to award the aforementioned to Koester Associates Inc. in the amount of \$50,000.

As Koester Associates Inc. is the lowest responsible and responsive bidder, I concur with your recommendation.

Please obtain the necessary contract approval of the Contract Administration Board, so that we may issue a Notice of Award.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
ALBANY, NEW YORK 12204

REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
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COMMISSION

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NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G. CARLUCCIO
GARRY NATHAN

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

MEMORANDUM

To: Pamela O'Neill, Purchasing Agent

From: Angelo Gaudio, Executive Director 

Subject: RFB-2025-035 Vogelsang Pump Parts
Koester Associates Inc.

Date: May 2, 2025

The Water Purification District completed its review of the bidder(s) that responded to the above referenced RFB and recommends award to the lowest responsible bidder, Koester Associates Inc., for the supply of Vogelsang pump parts.

The contract term is for one (1) year with the option for two additional one (1) year renewals. The estimated contract amount is \$ 50,000 for the contract term.

Please return your notice of concurrence so I may submit this contract request for CAB approval.

Should you have any questions regarding this recommendation I may be reached at 447-1611.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Vogelsang Pump Parts
Bid Number: 2025-035

THIS BID IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will submit the Contract Security and other documents required by the General Instructions to Bidder within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Bid, that:
 - (a) BIDDER has examined copies of all the Bid Documents and of the following addenda: (If none, so state)

Date

Number

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

- (b) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.

BF1

4. BIDDER will deliver the goods for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.
6. The following documents are attached to and made a condition of this Bid:
 - (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")

7. Communication concerning this Bid shall be addressed to:

Koester Associates, Inc. Attn: Erika Sumner

3101 Seneca Turnpike

Canastota, NY 13032

Phone: 315-697-3800 Fax: 315-697-3888

E-mail: esumner@koesterassociates.com

8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

BID FORM

BID IDENTIFICATION:

Title: Vogelsang Pump Parts

Bid Number: 2025-035

Model # VX136-210H4QD (Serial #'s BJD71180140 & BJD71180230)
Rota-Cut Grinders Model # RPK1135 (Serial #'s ECA31222397 & ECA31222402)

SECTION I

Part number	Description	List Price	Discount %	Net Price
GFL421 N1.M9	Screen RCQ-33 Medium	1571.67	2.5	1532.38
ZDFD.390.0135	Poly cord	.88	2.5	.86
NSP.033.E	Dowel Pins	3.83	2.5	3.73
GSM.005	Blades 8mm (single blades not 4 pack)	175.68	2.5	171.29
GSM.005.T1.E4	Cutting Blade	203.91	2.5	198.81
GDS.002.V1	Kit O-rings (Pretension for ACC for piston)	58.64	2.5	57.17
GSD.002.Set	O-Ring Set	15.56	2.5	15.11
DOR.035	O-Ring	17.29	2.5	16.86
DOR.051	O-Ring	19.36	2.5	18.88
DAD.007	Flat Gaskets	5.65	2.5	5.51
PSG.014	Buffer Fluid Tank	470.56	2.5	458.80
AHA.027	Oil Level Tank	141.17	2.5	137.64
NSI.097	Cylinder Head Bolt	22.52	2.5	21.96
GRM.021.N2	Cutting Blade Rotor	1521.47	2.5	1483.43
PVS.002.N1	Pressure Valve	272.92	2.5	266.16
11.000015	Lobe Kits for two pumps	2894.58	2.5	2822.22
11.000036	Cutter Screen Kit	2529.85	2.5	2466.60
11.000303	Ware plates front and back	725.61	2.5	707.47
11.000327	Housing Segment	6457.34	2.5	6295.91
11.000492	Wear Plates Standard Steel	803.53	2.5	783.44
11.000493	Wear Plates TC Coated	3154.25	2.5	3075.39
11.000877	Mechanical Seal Kit	594.14	2.5	579.29
11.001103	Pump Seal Kit	4661.36	2.5	4544.83
11.0008577	Rota-cut Mechanical Seal Kit	594.14	2.5	579.29

SECTION II

For items not specified on Section I, please quote either a discount from manufacturer or a markup from your cost.		
Discount	2.5	%
Markup		%

COMPANY: Koester Associates, Inc.
ADDRESS: 3101 Seneca Turnpike
CITY, STATE, ZIP: Canastota, NY 13032
TEL. NO.: 315-697-3800
FAX NO.: 315-697-3888
FEDERAL TAX ID NO.: 16-1383017
REPRESENTATIVE: Erika Sumner
SIGNATURE AND TITLE: Erika Sumner Administrative Assistant
DATE: 4/1/25

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. 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 organizations, under penalty of perjury, that to the best of 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 knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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), and (3) above have not been complied with; provided, however, that 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 thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation

Erika Sun

Signature

Administrative Assistant

Title

Koester Associates, Inc.

Company Name

4/11/25

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200__, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

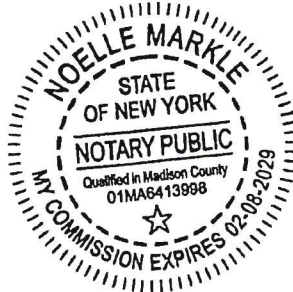
Qualified in _____

Commission Expires _____

If Corporation:

STATE OF New York)
COUNTY OF Madison) SS.:

On this 1st day of April, 2012~~15~~, before me personally appeared Mark Roester to me known, who, being by me sworn, did say that he resides at (give address) Jamesville, NY; that he is the (give title) Owner of the (name of corporation) Roester Associates, Inc., the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.



[Signature]
Notary Public, State of New York

Qualified in Madison County

Commission Expires 2-8-29

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 200__, before me personally came _____ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Koester Associates, Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 16-1383017 b) DUNS # 188951446	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: N/A		5. WEBSITE ADDRESS (if applicable) Koesterassociates.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 3101 Seneca Turnpike Canastota, NY 13032		7. TELEPHONE NUMBER 315-697-3800	8. FAX NUMBER 315-697-3888
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above Same		10. TELEPHONE NUMBER Same	11. FAX NUMBER Same
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Erika Sumner Title Administrative Assistant Telephone Number 315-697-3800 Fax Number 315-697-3888 e-mail esumner@koesterassociates.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Vessco Water	TITLE Parent Company	b) NAME N/A	TITLE N/A
c) NAME N/A	TITLE N/A	d) NAME N/A	TITLE N/A
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		☐ Yes ☒ No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:			
a) An elected or appointed public official or officer? List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service		☐ Yes ☒ No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.		☐ Yes ☒ No	

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	☐ Yes ☒ No
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☒ No
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☒ No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☒ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☒ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ :

☐ Yes ☒ No

a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

FEIN

Noelle Markle
Printed Name

Signature
April 1, 2025
Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Enzo S.

Signature

Administrative Assistant

Title

4/1/25

Date

Koester Associates, Inc.

Company Name

Request for Contract Approval	
Contract #	2025-0368
Contract Type	CAB
Contract Action (New, Renewal, Amendment)	New
Procurement Type (Bid, RFP, Other)	BID
Department	G8130 - Water Purification District
Date submitted	05/07/2025
Contact person	Angelo Gaudio
Contact Phone	518-447-1624
Vendor	Siewert Equipment
Estimated Amount	\$36,500
Estimated Term	06/01/2025-08/31/2025
Scope of Services	Rebuild an existing plan water pump at the North Plant and purchase a new pump impeller.
Budget Line Item	GG8130 – 44070 –
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

 Daniel P. McCoy
 Albany County Executive

 Bruce A. Hidley
 Albany County Clerk

 Joanne Cunningham
 Chairwoman
 Albany County Legislature

ALBANY COUNTY - VENDOR AGREEMENT

Contract No. 2025-0368

THIS AGREEMENT (this "Agreement") is made by and between COUNTY OF ALBANY, a municipal corporation by and of the State of New York, with a principal office located at the Harold L. Joyce Albany County Office Building, 112 State Street Albany, NY 12207 (the "County"), and SIEWERT EQUIPMENT, having an address at 244 First St Troy, NY 12180 (the "Vendor"). The County and Vendor may at times herein be referred to individually as a "party" or collectively as the "parties."

WHEREAS, the County requires performance of services and/or goods in connection with Rebuild an existing plant water pump at the North Plant and purchase a new pump impeller. ; and

WHEREAS, the Vendor agrees to provide such services and/or goods for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the mutual promises, terms and obligations hereinafter made, as well as other good and valuable consideration, the County and Vendor mutually agree and obligate themselves as follows:

ARTICLE 1. SCOPE OF WORK

Vendor agrees to perform the services and/or provide goods (the "Work") identified in Schedule A, which is attached hereto and made a part of this Agreement. Notwithstanding anything to the contrary, if any of the terms and provisions of this Agreement conflict with or differ from any of the terms and provisions of Schedule A, the terms and provisions of this Agreement shall control. Vendor agrees to perform/provide the Work in accordance with the terms and conditions of this Agreement. It is specifically agreed to by Vendor that the County will not compensate Vendor for any Work not within the scope of this Agreement, without proper prior written approval and amendment authorization.

ARTICLE 2. TERM OF AGREEMENT

Vendor agrees to perform the Work beginning June 1, 2025 and ending August 31, 2025 .

ARTICLE 3. COMPENSATION

For satisfactory performance of the Work, or as such Work may be modified by mutual written agreement, the County agrees to compensate Vendor, and Vendor agrees to accept, an amount not to exceed \$36,500.00 . The parties agree that this dollar amount includes all expenses incurred providing the Work and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance. The Vendor shall submit to the County an Albany County Claim form, for Work provided during the prior month, or as otherwise set forth in Schedule A, and prepared in such form and supported by such documentation as the County may reasonably require.

The County will audit and pay the proper amounts due Vendor within sixty (60) days after receipt by the County of said claim form, and, if objectionable, will notify Vendor in writing of the County's reasons for objecting to all or any portion of the claim form submitted by Vendor. Costs in excess of this Agreement's not-to-exceed amount if any, may not be incurred without prior written approval and amendment authorization by the proper County authority.

ARTICLE 4. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Vendor of such occurrence, and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted. The County shall have no other liability under this Agreement to Vendor or to anyone else.

ARTICLE 5. PROCUREMENT OF AGREEMENT

Vendor represents and warrants that no person or agency has been employed or retained by Vendor to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Vendor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Vendor makes such representations and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

Vendor represents and warrants that neither it nor any of its directors, officers, members, partners, or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Work herein provided. Vendor further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership, limited liability company or association in which such official, officer or employee is, directly or indirectly interested, shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person (1) if required by the Albany County Ethics Law as amended from time to time, to submit a Disclosure Form to the Albany County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a Disclosure Form said person must either voluntarily complete and submit said Disclosure Form disclosing their interest in this Agreement or seek a formal opinion from the Albany County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment to or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

Vendor and each person signing on behalf of Vendor represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

- A. The prices in this Agreement have been arrived at independently by Vendor without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;
- B. Unless otherwise required by law the prices which have been quoted in this Agreement and on the proposal or quote submitted by Vendor have not been knowingly disclosed by Vendor prior to the communication of such quote to the County or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and
- C. No attempt has been made or will be made by Vendor to induce any other person, partnership, corporation, or entity to submit or not to submit a bid, proposal or quote for the purpose of restricting competition.

The fact that Vendor (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid, proposed or quoted, does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In providing the Work and incurring expenses under this Agreement, Vendor shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the County. As an independent contractor, Vendor shall be solely responsible for determining the means and methods of performing the Work and shall have complete charge and responsibility for Vendor's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Vendor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee New York State Retirement System membership or credit. Further, Vendor, by virtue of his/her independent contractor status, shall under no circumstance constitute an employee of the County for purposes of the Affordable Care Act, shall not be entitled to any subsidy or credit in connection with this Agreement, and agrees if the County were to be assessed a penalty related to this Agreement that Vendor will defend and indemnify the County for any said penalty or related penalty.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

Pursuant to General Municipal Law §109, Vendor shall not assign any of its rights, interests or obligations under this Agreement, or subcontract any of the Work to be performed by it under this Agreement, without the prior express written consent of the County. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any Work provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the County shall be subject to all of the terms and conditions of this Agreement. All Work performed by a subcontractor shall be deemed to be work performed by the Vendor and the Vendor shall be fully liable directly to the County for any losses, damages, claims, attorneys' fees and costs arising from the activities of its subcontractor(s).

Failure of Vendor to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the County and if so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to Vendor, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the County except so much thereof as may be necessary to pay Vendor's employees for Work completed.

The provisions of this Article shall not hinder, prevent, or affect any assignment by Vendor for the benefit of its creditors made pursuant to the Laws of the State of New York.

This Agreement may be assigned by the County to any corporation, agency, municipality, or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

Vendor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the Work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

Vendor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

Vendor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, and authorized State and/or Federal personnel during such period.

All original records compiled by the Vendor in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all similar recorded data, shall become and remain the property of the County. The Vendor may retain copies of such records for its own use.

ARTICLE 11. AUDIT BY THE COUNTY AND OTHERS

All claim forms presented for payment and the books, records, and accounts upon which said claim forms are based are subject to audit by the County. Vendor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County so that it may evaluate the reasonableness of the charges, and Vendor shall make its records available to the County upon request.

All books, claim forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review, and audit by the County, the State of New York, the federal government, and/or other persons duly authorized by the County. Such audits may include examination and review of the source and application of all funds whether from the County and State, the federal government, private sources or otherwise. Vendor shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

This Article shall remain in effect for a period of six (6) years following expiration or earlier termination.

ARTICLE 12. INSURANCE AND STATUTORY COMPLIANCE

In acceptance of this Agreement, Vendor covenants and certifies that it shall comply, in all respects, with all applicable federal, state and local laws, rules and regulations. This shall include, but not be limited to, Workers' Compensation and Employers Liability Insurance, hours of employment, wages and Human Rights, and the provisions of General Municipal Law §§103(a) and 103(b) and State Finance Law §§139-A and 139-B.

Pursuant to New York State Finance Law § 139-L, Vendor, by signing this Agreement, further certifies that it: (i) has implemented a written policy addressing sexual harassment prevention in the workplace, and (ii) provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the Labor Law.

Pursuant to General Municipal Law §108, the parties hereto agree that this Agreement **SHALL BE VOID** and of no effect unless Vendor shall secure Workers' Compensation for the benefit of, and keep insured during the life of this Agreement, such employees, in compliance and as may be necessary with the provisions of the Workers' Compensation Law.

For all of the Work set forth herein and as hereinafter amended, Vendor shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of the Work to be performed. Except for Workers' Compensation and professional liability, the County shall be named as primary/non-contributory additionally insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Vendor and not those of the County. Notwithstanding anything to the contrary in this Agreement, Vendor irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 12. The provisions of insurance by Vendor shall not in any way limit Vendor's

liability under this Agreement.

INSURANCE REQUIREMENTS

I. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, Vendor hereby agrees to effectuate the naming of the County of Albany as certificate holder and primary/non-contributory additional insured on the required insurance policy(ies), with the exception of workers' compensation. If Vendor is self-insured, evidence of its status as a self-insured entity shall be provided to the Albany County Purchasing Department. If requested, Vendor must describe its financial condition and the self-insured funding mechanism(s).

II. The policy(ies) naming the County of Albany as certificate holder and primary/non-contributory additional insured shall, without exception:

- Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer.
- Contain a 30-day notice of cancellation.
- State that the insurer's coverage shall be primary coverage for the County of Albany, its officers, and employees.
- The County of Albany shall be listed as certificate holder and primary/non-contributory additional insured by using endorsement CG 2010 10 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

III. Vendor agrees to indemnify the County for any applicable deductibles.

IV. Required Insurance (unless otherwise provided in RFB/RFP):

- **Commercial General Liability Insurance**

\$1,000,000 per occurrence/ \$2,000,000 aggregate. General Aggregate to apply on a per project basis.

- **Automobile Liability**

\$1,000,000 CSL for owned, hired and borrowed and non-owned motor vehicles.

- **Excess/Umbrella Insurance**

\$1,000,000; \$3,000,000; \$5,000,000 each Occurrence and Aggregate (depending on the type and size of the project).

- **Workers' Compensation and N.Y.S. Disability**

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.

- **Owners/Contractors Protective Insurance** (Required for large construction projects.)

\$1,000,000 per occurrence/\$2,000,000 aggregate; Albany County as the named insured.

- **Bid, Performance and Labor & Material Bonds**

If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.

- **Professional Liability/Malpractice**

\$1,000,000 aggregate (If commercially available for your profession) \$1,000,000 per claim

V. Vendor acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of this Agreement. Vendor is to provide the County with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the County to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without thirty (30) days prior written notice to the County, directed to the County Attorney and the Department Head, and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Vendor.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- Policy retroactive dates coincide with or precede Vendor's start of the performance of the Work (including subsequent

- policies purchased as renewals or replacements);
- Vendor will maintain similar insurance for at least six (6) years following final acceptance of the Work;
- If the insurance is terminated for any reason, Vendor agrees to purchase an unlimited extended reporting provision to report claims arising from the Work performed for the County; and
- Immediate notice shall be given to the County through the Department Head and the County Attorney of circumstances or incidents that might give rise to future claims with respect to the Work performed under this Agreement.

ARTICLE 13. DEFENSE AND INDEMNIFICATION

Vendor agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Work provided pursuant to this Agreement which the County, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of Vendor, its employees, representatives, subcontractors, assignees, or agents. The duty to defend hereunder shall be triggered immediately upon the County receipt of a notice of claim, service of process or other demand or claim.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act or omission of an employee, representative, subcontractor, assignee or agent of Vendor either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of Vendor's negligence, fault, act or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this Article shall not be exclusive and are in addition to any other rights and remedies provide by law or this Agreement.

The defense and indemnification obligations provided herein shall survive the expiration or termination of this Agreement, whether occasioned by this Agreement's expiration or earlier termination.

ARTICLE 14. PROTECTION OF COUNTY PROPERTY

Vendor assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by the County, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Vendor, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Vendor as an expert consultant specialist or subcontractor hereunder.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

Vendor agrees to defend, indemnify and hold the County harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this Article.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 15. TERMINATION

The County may, by written notice to Vendor effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the County's convenience, (2) upon the failure of Vendor to comply with any of the terms or conditions of this Agreement, or (3) upon Vendor becoming insolvent.

Upon termination of this Agreement, Vendor shall comply with any and all County closeout procedures, including, but not limited to:

- A. Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to Vendor pursuant to this Agreement; and
- B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Vendor through or provided under this Agreement and carrying out any County directive concerning the disposition thereof.

In the event the County terminates this Agreement, in whole or in part, as provided in this Article, the County may procure upon such terms and in such manner as deemed appropriate, Work similar to those so terminated, and Vendor shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the County, any Work procured by the County to complete the Work herein will be charged to Vendor and/or set off against any sums due Vendor.

Notwithstanding any other provisions of this Agreement, Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of Vendor's breach of the Agreement or failure to perform in accordance with applicable standards. In the event of a breach by the Vendor, Vendor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute vendor to satisfactorily

complete the Work, together with the County's own costs incurred in procuring a substitute vendor. The County may withhold payments to Vendor for the purposes of set-off until such time as the exact amount of damages due to the County from Vendor is determined.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. GENERAL RELEASE

The acceptance by Vendor or its assignees of the final payment under this Agreement, whether by Vendor's claim form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the County from any and all claims of Vendor arising out of the performance of this Agreement.

ARTICLE 17. SET-OFF RIGHTS

The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to Vendor (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this Agreement, or (iii) from the County by operation of law. The County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the County for any reason whatsoever including, without limitation, real property tax delinquencies, hotel/motel tax delinquencies, sales tax delinquencies, fee delinquencies, fines, lawful charges, monetary penalties or interest relative thereto.

ARTICLE 18. NO ARBITRATION; JURISDICTION AND VENUE

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, shall not be submitted to arbitration unless specifically agreed thereto in writing by the County, but shall instead only be heard in the Supreme Court of the State of New York, with venue in Albany County, or if appropriate, in the Federal District Court with venue in the Northern District of New York, Albany Division.

ARTICLE 19. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. Vendor shall render all Work under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such Work are rendered.

ARTICLE 20. ACCEPTANCE OF SUBSTITUTED SERVICE

Vendor hereby consents and agrees to accept to substituted service of process via first class mail to the above referenced address of any summons, process or pleading pertaining to or arising from litigation concerning this Agreement in lieu of any other methods authorized by the New York Civil Practice Law and Rules. Service of process shall be deemed to be complete upon mailing same. This provision shall survive the termination of this agreement and shall not be construed requiring substituted service, should the County elect to commence litigation by other means provided for by law. The County does not waive personal service herein and will require service of process in conformity with CPLR§311(4).

ARTICLE 21. TAXES

The County is exempt from the payment of sales and compensating use taxes, manufacturer's excise taxes and all other taxes imposed by the State of New York and the Federal Government. Taxes shall not be included in any agreement or bid/proposal price. A Tax-Exempt Certificate will be executed upon Vendor's request.

ARTICLE 22. CURRENT OR FORMER COUNTY EMPLOYEES

Vendor represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other Agreement that said Vendor has or may have with the County without the express written permission of the County. This limitation covers the preceding two (2) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interest due to their position with the County.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. CERTIFICATION REGARDING LOBBYING; DEBARRMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS AND DRUG-FREE WORKPLACE REQUIREMENTS (When Federal Funding Used)

A. **Lobbying.** As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering

into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the hereby Vendor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Vendor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, Vendor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Vendor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

B. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. Vendor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where Vendor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

C. Drug-Free Workplace (Vendors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. Vendor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Vendor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. Vendor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance program; and
 - iv. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a)
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - i. Abide by the terms of the statement.

ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or

ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

D. Drug-Free Workplace (Vendors who are individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the Agreement, Vendor certifies that he, she, they, it will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Agreement; and

2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, Vendor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

In accordance with Article 15 of New York Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Vendor agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 25. WAGE AND HOUR 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 Vendor'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 supplemental Exhibits issued by the State Labor Department. Furthermore, Vendor and its subcontractors shall 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, Vendor 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 County of any County approved sums due and owing for the Work.

ARTICLE 26. CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

The Vendor hereby represents that it is in compliance with § 103-g entitled "Iranian Energy Sector Divestment," in that the Vendor has not:

1. Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

2. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 27. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH & NOTIFICATION ACT

Vendor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business

ARTICLE 28. GRATUITIES AND KICKBACKS PROHIBITED

Vendor, for itself, its assignees, and successors in interest agree as follows:

1. **Gratuities.** It shall be unlawful for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
2. **Kickbacks.** It shall be unlawful for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE 29. TITLE VI – REQUIRED LANGUAGE

During the performance of this Agreement, Vendor, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** Vendor shall comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Non-discrimination:** Vendor, with regard to the Work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Vendor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Vendor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Vendor of the subcontractor's obligations under this Agreement, and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** Vendor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of Vendor is in the exclusive possession of another who fails or refuses to furnish the information, Vendor shall so certify to the County, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of Vendor's noncompliance with the Nondiscrimination provisions of this Agreement, the County will impose such sanctions as it or the County may determine to be appropriate, including, but not limited to: a. withholding payments to Vendor under the Agreement until Vendor complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** Vendor shall include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Vendor shall take action with respect to any subcontract or procurement as County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Vendor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Vendor may request the County to enter into any litigation to protect the interests of the County. In addition, Vendor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, Vendor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of

- disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE 30. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedule A, which supersedes any other understandings or writings between or among the parties.

ARTICLE 31. MODIFICATION

No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of Work covered by this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such Work, and after amendment approval by the appropriate County authority, the parties mutually agree to an Amendment to this Agreement, which shall specifically set forth the scope of such extra or additional work and the amount of compensation and the extension of the time for performance, if any, for any such work.

ARTICLE 32. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Vendor.

ARTICLE 33. COOPERATION

Vendor shall cooperate with representatives, agents, and employees of the County and the County shall cooperate with representatives, agents, and employees of the Vendor to the end that the Work may proceed expeditiously and economically.

ARTICLE 34. NON-INTERRUPTION OF WORK [Contractors only]

A Vendor who is a contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Vendor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 35. EXTRA SERVICES/GOODS

If the Vendor is of the opinion that any services/goods it has been directed to perform/provide is beyond the scope of this Agreement and constitutes extra services/goods, the Vendor shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such services/goods is in fact beyond the scope of this Agreement and whether or not it constitutes extra services/goods. In the event the County determines such services/goods does constitute extra services/goods, it may provide extra compensation to the Vendor on a negotiated basis pursuant to a properly executed amendment to this Agreement.

ARTICLE 36. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Vendor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local

Law No. 3 for 1993, in that the Vendor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Vendor in default and/or seeking debarment or suspension of the Vendor.

ARTICLE 37. AUTHORITY

The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

ARTICLE 38. MISCELLANEOUS PROVISIONS

1. During the term of this Agreement, the Vendor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Vendor shall give the County thirty (30) days written notice in advance of such event.
2. The Vendor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.
3. If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.
4. The County shall bear no responsibility other than that set forth in this Agreement.
5. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid to the address stated in the first paragraph after the title of the Agreement, or, with the prior consent of the receiving party, dispatched via facsimile or email transmission.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.



DANIEL P. Mc COY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD SOUTH
ALBANY, NEW YORK 12204

REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycountyny.gov

COMMISSION

DENNIS RIGOSU
CHAIRMAN

NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G. CARLUCCIO
GARRY NATHAN

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

May 5, 2025

Hon. Daniel P. McCoy
County Executive
112 State Street
Albany, NY 12207

Hon. Joanne Cunningham
Chairwoman
Albany County Legislature
112 State Street – Suite 710
Albany, NY 12207

Hon. Bruce Hidley
County Clerk
112 State Street
Albany, NY 12207

**Re: RFB-2025-050R North Plant Water Pump Rebuild
Siewert Equipment**

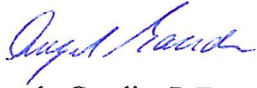
Dear Contract Administration Board:

The Water Purification District (District) is requesting contract authorization with Siewert Equipment, (Siewert) in the amount of \$36,500 to rebuild an existing plant water pump at the District's North Plant. The total contract amount of \$36,500 includes a base bid amount of \$25,000 to rebuild the pump plus \$11,500 to award Bid Alternate #1 for the purchase of a new pump impeller. The contract term is estimated to be 3 months from the date of contract execution.

Siewert was the sole responsible bidder for the above subject RFB. The bid tabulation, District's recommendation memo and Purchasing Department's concurrence memo are attached herein.

Should you have any questions please feel free to contact me at 518-447-1617

Sincerely,



Angelo Gaudio, P.E.
Executive Director

Enc: Purchasing Department Concurrence Memo
District Recommendation Memo
Bid Tabulation

cc: Wesley Hartmann, Policy Analyst
Alex Dott, Budget Analyst



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Angelo Gaudio
Executive Director

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: May 2, 2025

RE: RFB 2025-050R North Plant Water Pump Rebuild

I am in receipt of your recommendation to award the aforementioned to Siewert Equipment in the amount of \$36,500.00. Which includes the base bid amount of \$25,000 plus \$11,500 for bid alternate #1.

As Siewert Equipment is the sole responsive bidder, I concur with your recommendation.

Please obtain the necessary contract approval of the Contract Administration Board, so that we may issue a Notice of Award.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
ALBANY, NEW YORK 12204

REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
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GARRY NATHAN

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

MEMORANDUM

To: Pamela O'Neill, Purchasing Agent

From: Angelo Gaudio, Executive Director 

Subject: RFB-2025-050R North Plant Water Pump Rebuild
Siewert Equipment

Date: May 2, 2025

The Water Purification District completed its review of the bidder(s) that responded to the above referenced RFB and recommends award to the lowest responsible bidder, Siewer Equipment to rebuild the plant water pump at the District's North Plant.

The contract term is estimated to be 3 months from the date of contract execution. The total contract amount of \$36,500 includes the base bid amount of \$25,000 plus \$11,500 for bid alternate #1.

Please return your notice of concurrence so I may submit this contract request for CAB approval.

Should you have any questions regarding this recommendation I may be reached at 447-1611.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Plant Water Pump Rebuild
Bid Number: 2025-050R

THIS BID IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Contract, that:

- (a) BIDDER has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date	Number
N/A	N/A

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

- (b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary;

- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.

- 4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
- 5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
- 6. The following documents are attached to and made a condition of this Bid:
 - (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")

- 7. Communication concerning this Bid shall be addressed to:

WILL STRADLING - EASTERN NY SALES ENGINEER

wstradling@siewertequipment.com

Phone: 518-728-2669

- 8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Plant Water Pump Rebuild**
Bid Number: **2025-050R**

The undersigned, as Bidder, declares that no person or persons other than those named herein are interested in this proposal; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the specifications, that no person or persons acting in any official capacity for the District is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this proposal is accepted, to execute the form of Contract with the District to provide all materials, to do all work and to furnish the materials shown and specified in the Contract Documents, and that he will take in full payment, therefore, the following sums to wit:

<u>Base Bid</u>	<u>Amount</u> (In figures)
Phase 1 – Assessment (Lump Sum)	\$ 2,500.00
Phase 2 – Pump Repair (Lump Sum)	\$ 14,000.00
<u>Phase 3 – Installation</u> (Lump Sum.)	\$ 3,500.00
<u>Contingency)</u> (Lump Sum.)	\$ 5,000.00
Total Bid with Contingency	\$ 25,000.00
 <u>Bid Alternates</u>	
<u>Bid Alternate #1 - Impeller)</u> (Lump Sum.)	\$ 11,500.00

COUNTY OF ALBANY

BID FORM

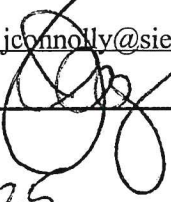
BID IDENTIFICATION:

Title: Plant Water Pump Rebuild
Bid Number: 2025-050R

COMPANY: SIEWERT EQUIPMENT
ADDRESS: 175 AKRON STREET
CITY, STATE, ZIP: ROCHESTER, NY 14609
TEL. NO.: 585-482-9640
FAX NO.: 585-482-4149
FEDERAL TAX ID NO.: 81-1185697

***CERTIFICATE OF REGISTRATION NUMBER
(ARTICLE 8 PUBLIC WORK CONTRACTOR REGISTRY)***

25-643IU-CR

REPRESENTATIVE: JERRY CONNOLLY
E-MAIL: jconnolly@siewertequipment.com
SIGNATURE AND TITLE  VICE-PRESIDENT

DATE

4/28/2025



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Albany County Water Purificat

Tina King
Purchasing
112 State Street
Albany NY 12207

Schedule Year 2024 through 2025
Date Requested 03/19/2025
PRC# 2025003344

Location Water Purification District
Project ID# RFB 2025-050
Project Type Rebuilding the existing pump

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2024 through June 2025. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. 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 organizations, under penalty of perjury, that to the best of 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 knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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), and (3) above have not been complied with; provided, however, that 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 thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation

Signature

JERRY CONNOLLY / VP OF SALES

Title

SIEWERT EQUIPMENT

Company Name

4/28/2025

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200__, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

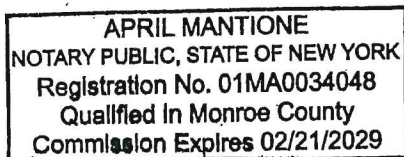
Qualified in _____

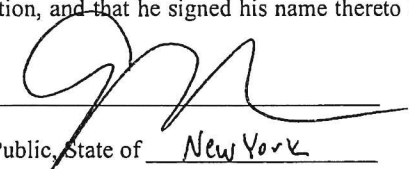
Commission Expires _____

If Corporation:

STATE OF NEW YORK)
COUNTY OF MONROE) SS.:

On this 28 day of April, 20025, before me personally appeared JERRY CONNOLLY to me known, who, being by me sworn, did say that he resides at (give address) 175 AKRON STREET; that he is the (give title) VICE PRESIDENT OF SALES of the (name of corporation) CUMMINS-WAGNER-SIEWERT, LLC, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.




Notary Public, State of New York

Qualified in Monroe County

Commission Expires 2/21/29

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 200__, before me personally came _____ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: EQUIPMENT DISTRIBUTOR ☐ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME CUMMINS-WAGNER-SIEWERT, LLC		3. IDENTIFICATION NUMBERS a) FEIN # 81-1185697 b) DUNS # 008860298	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: SIEWERT EQUIPMENT MONROE COUNTY		5. WEBSITE ADDRESS (if applicable) WWW.SIEWERTEQUIPMENT.COM	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 175 AKRON STREET ROCHESTER, NY 14609		7. TELEPHONE NUMBER 585-482-9640	8. FAX NUMBER 585-482-4149
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name JERRY CONNOLLY Title VICE PRESIDENT OF SALES Telephone Number 585-482-9640 Fax Number 585-482-4149 e-mail jconnolly@siewertequipment.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS. NO PRINCIPAL OWNERS COMPANY IS 100% EMPLOYEE OWNED			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? ☐ Yes ☒ No <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> b) An officer of any political party organization in Albany County, whether paid or unpaid? ☐ Yes ☒ No <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i>			

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☒ No
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☒ No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☒ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☒ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ : ☐ Yes ☒ No

a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

FEIN # 81-1185697

April Mantione
Printed Name

Signature
4/28/25
Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

VICE PRESIDENT OF SALES

Title

SIEWERT EQUIPMENT

Company Name

Date

4/28/2025

Request for Contract Approval	
Contract #	2025-0371
Contract Type	CAB
Contract Action (New, Renewal, Amendment)	New
Procurement Type (Bid, RFP, Other)	RFQ
Department	G8110 - Water Purification District
Date submitted	05/07/2025
Contact person	Angelo Gaudio
Contact Phone	518-447-1624
Vendor	H2M architects + engineering
Estimated Amount	\$65,000
Estimated Term	06/01/2025-05/31/2025
Scope of Services	Engineering services provided to design the replacement valves of the District's South Plant influent pump station.
Budget Line Item	GG8110 – 44045 –
Fiscal Impact	County 100.00%
	State 0.00%
	Federal 0.00%
BID,RFP,RFQ Completed?	Yes – RFQ 2025-056

Budget Analyst

Date

For Contract Board Use:

Date Approved

 Daniel P. McCoy
 Albany County Executive

 Bruce A. Hidley
 Albany County Clerk

 Joanne Cunningham
 Chairwoman
 Albany County Legislature

ALBANY COUNTY - VENDOR AGREEMENT

Contract No. 2025-0371

THIS AGREEMENT (this "Agreement") is made by and between COUNTY OF ALBANY, a municipal corporation by and of the State of New York, with a principal office located at the Harold L. Joyce Albany County Office Building, 112 State Street Albany, NY 12207 (the "County"), and H2M ARCHITECTS + ENGINEERS , having an address at 433 River St Ste 8002 Troy, NY 12180 (the "Vendor"). The County and Vendor may at times herein be referred to individually as a "party" or collectively as the "parties."

WHEREAS, the County requires performance of services and/or goods in connection with professional engineering services for the design of replacement valves at South Plant influent pump station. ; and

WHEREAS, the Vendor agrees to provide such services and/or goods for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the mutual promises, terms and obligations hereinafter made, as well as other good and valuable consideration, the County and Vendor mutually agree and obligate themselves as follows:

ARTICLE 1. SCOPE OF WORK

Vendor agrees to perform the services and/or provide goods (the "Work") identified in Schedule A, which is attached hereto and made a part of this Agreement. Notwithstanding anything to the contrary, if any of the terms and provisions of this Agreement conflict with or differ from any of the terms and provisions of Schedule A, the terms and provisions of this Agreement shall control. Vendor agrees to perform/provide the Work in accordance with the terms and conditions of this Agreement. It is specifically agreed to by Vendor that the County will not compensate Vendor for any Work not within the scope of this Agreement, without proper prior written approval and amendment authorization.

ARTICLE 2. TERM OF AGREEMENT

Vendor agrees to perform the Work beginning June 1, 2025 and ending May 31, 2026 .

ARTICLE 3. COMPENSATION

For satisfactory performance of the Work, or as such Work may be modified by mutual written agreement, the County agrees to compensate Vendor, and Vendor agrees to accept, an amount not to exceed \$65,000.00 . The parties agree that this dollar amount includes all expenses incurred providing the Work and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance. The Vendor shall submit to the County an Albany County Claim form, for Work provided during the prior month, or as otherwise set forth in Schedule A, and prepared in such form and supported by such documentation as the County may reasonably require.

The County will audit and pay the proper amounts due Vendor within sixty (60) days after receipt by the County of said claim form, and, if objectionable, will notify Vendor in writing of the County's reasons for objecting to all or any portion of the claim form submitted by Vendor. Costs in excess of this Agreement's not-to-exceed amount if any, may not be incurred without prior written approval and amendment authorization by the proper County authority.

ARTICLE 4. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Vendor of such occurrence, and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted. The County shall have no other liability under this Agreement to Vendor or to anyone else.

ARTICLE 5. PROCUREMENT OF AGREEMENT

Vendor represents and warrants that no person or agency has been employed or retained by Vendor to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Vendor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Vendor makes such representations and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

Vendor represents and warrants that neither it nor any of its directors, officers, members, partners, or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Work herein provided. Vendor further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership, limited liability company or association in which such official, officer or employee is, directly or indirectly interested, shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person (1) if required by the Albany County Ethics Law as amended from time to time, to submit a Disclosure Form to the Albany County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a Disclosure Form said person must either voluntarily complete and submit said Disclosure Form disclosing their interest in this Agreement or seek a formal opinion from the Albany County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment to or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

Vendor and each person signing on behalf of Vendor represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

- A. The prices in this Agreement have been arrived at independently by Vendor without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;
- B. Unless otherwise required by law the prices which have been quoted in this Agreement and on the proposal or quote submitted by Vendor have not been knowingly disclosed by Vendor prior to the communication of such quote to the County or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and
- C. No attempt has been made or will be made by Vendor to induce any other person, partnership, corporation, or entity to submit or not to submit a bid, proposal or quote for the purpose of restricting competition.

The fact that Vendor (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid, proposed or quoted, does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In providing the Work and incurring expenses under this Agreement, Vendor shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the County. As an independent contractor, Vendor shall be solely responsible for determining the means and methods of performing the Work and shall have complete charge and responsibility for Vendor's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Vendor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee New York State Retirement System membership or credit. Further, Vendor, by virtue of his/her independent contractor status, shall under no circumstance constitute an employee of the County for purposes of the Affordable Care Act, shall not be entitled to any subsidy or credit in connection with this Agreement, and agrees if the County were to be assessed a penalty related to this Agreement that Vendor will defend and indemnify the County for any said penalty or related penalty.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

Pursuant to General Municipal Law §109, Vendor shall not assign any of its rights, interests or obligations under this Agreement, or subcontract any of the Work to be performed by it under this Agreement, without the prior express written consent of the County. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any Work provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the County shall be subject to all of the terms and conditions of this Agreement. All Work performed by a subcontractor shall be deemed to be work performed by the Vendor and the Vendor shall be fully liable directly to the County for any losses, damages, claims, attorneys' fees and costs arising from the activities of its subcontractor(s).

Failure of Vendor to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the County and if so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to Vendor, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the County except so much thereof as may be necessary to pay Vendor's employees for Work completed.

The provisions of this Article shall not hinder, prevent, or affect any assignment by Vendor for the benefit of its creditors made pursuant to the Laws of the State of New York.

This Agreement may be assigned by the County to any corporation, agency, municipality, or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

Vendor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the Work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

Vendor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

Vendor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, and authorized State and/or Federal personnel during such period.

All original records compiled by the Vendor in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all similar recorded data, shall become and remain the property of the County. The Vendor may retain copies of such records for its own use.

ARTICLE 11. AUDIT BY THE COUNTY AND OTHERS

All claim forms presented for payment and the books, records, and accounts upon which said claim forms are based are subject to audit by the County. Vendor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County so that it may evaluate the reasonableness of the charges, and Vendor shall make its records available to the County upon request.

All books, claim forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review, and audit by the County, the State of New York, the federal government, and/or other persons duly authorized by the County. Such audits may include examination and review of the source and application of all funds whether from the County and State, the federal government, private sources or otherwise. Vendor shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

This Article shall remain in effect for a period of six (6) years following expiration or earlier termination.

ARTICLE 12. INSURANCE AND STATUTORY COMPLIANCE

In acceptance of this Agreement, Vendor covenants and certifies that it shall comply, in all respects, with all applicable federal, state and local laws, rules and regulations. This shall include, but not be limited to, Workers' Compensation and Employers Liability Insurance, hours of employment, wages and Human Rights, and the provisions of General Municipal Law §§103(a) and 103(b) and State Finance Law §§139-A and 139-B.

Pursuant to New York State Finance Law § 139-L, Vendor, by signing this Agreement, further certifies that it: (i) has implemented a written policy addressing sexual harassment prevention in the workplace, and (ii) provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the Labor Law.

Pursuant to General Municipal Law §108, the parties hereto agree that this Agreement **SHALL BE VOID** and of no effect unless Vendor shall secure Workers' Compensation for the benefit of, and keep insured during the life of this Agreement, such employees, in compliance and as may be necessary with the provisions of the Workers' Compensation Law.

For all of the Work set forth herein and as hereinafter amended, Vendor shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of the Work to be performed. Except for Workers' Compensation and professional liability, the County shall be named as primary/non-contributory additionally insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Vendor and not those of the County. Notwithstanding anything to the contrary in this Agreement, Vendor irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 12. The provisions of insurance by Vendor shall not in any way limit Vendor's

liability under this Agreement.

INSURANCE REQUIREMENTS

I. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, Vendor hereby agrees to effectuate the naming of the County of Albany as certificate holder and primary/non-contributory additional insured on the required insurance policy(ies), with the exception of workers' compensation. If Vendor is self-insured, evidence of its status as a self-insured entity shall be provided to the Albany County Purchasing Department. If requested, Vendor must describe its financial condition and the self-insured funding mechanism(s).

II. The policy(ies) naming the County of Albany as certificate holder and primary/non-contributory additional insured shall, without exception:

- Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer.
- Contain a 30-day notice of cancellation.
- State that the insurer's coverage shall be primary coverage for the County of Albany, its officers, and employees.
- The County of Albany shall be listed as certificate holder and primary/non-contributory additional insured by using endorsement CG 2010 10 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

III. Vendor agrees to indemnify the County for any applicable deductibles.

IV. Required Insurance (unless otherwise provided in RFB/RFP):

- **Commercial General Liability Insurance**

\$1,000,000 per occurrence/ \$2,000,000 aggregate. General Aggregate to apply on a per project basis.

- **Automobile Liability**

\$1,000,000 CSL for owned, hired and borrowed and non-owned motor vehicles.

- **Excess/Umbrella Insurance**

\$1,000,000; \$3,000,000; \$5,000,000 each Occurrence and Aggregate (depending on the type and size of the project).

- **Workers' Compensation and N.Y.S. Disability**

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.

- **Owners/Contractors Protective Insurance** (Required for large construction projects.)

\$1,000,000 per occurrence/\$2,000,000 aggregate; Albany County as the named insured.

- **Bid, Performance and Labor & Material Bonds**

If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.

- **Professional Liability/Malpractice**

\$1,000,000 aggregate (If commercially available for your profession) \$1,000,000 per claim

V. Vendor acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of this Agreement. Vendor is to provide the County with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the County to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without thirty (30) days prior written notice to the County, directed to the County Attorney and the Department Head, and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Vendor.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- Policy retroactive dates coincide with or precede Vendor's start of the performance of the Work (including subsequent

- policies purchased as renewals or replacements);
- Vendor will maintain similar insurance for at least six (6) years following final acceptance of the Work;
- If the insurance is terminated for any reason, Vendor agrees to purchase an unlimited extended reporting provision to report claims arising from the Work performed for the County; and
- Immediate notice shall be given to the County through the Department Head and the County Attorney of circumstances or incidents that might give rise to future claims with respect to the Work performed under this Agreement.

ARTICLE 13. DEFENSE AND INDEMNIFICATION

Vendor agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Work provided pursuant to this Agreement which the County, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of Vendor, its employees, representatives, subcontractors, assignees, or agents. The duty to defend hereunder shall be triggered immediately upon the County receipt of a notice of claim, service of process or other demand or claim.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act or omission of an employee, representative, subcontractor, assignee or agent of Vendor either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of Vendor's negligence, fault, act or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this Article shall not be exclusive and are in addition to any other rights and remedies provide by law or this Agreement.

The defense and indemnification obligations provided herein shall survive the expiration or termination of this Agreement, whether occasioned by this Agreement's expiration or earlier termination.

ARTICLE 14. PROTECTION OF COUNTY PROPERTY

Vendor assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by the County, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Vendor, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Vendor as an expert consultant specialist or subcontractor hereunder.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

Vendor agrees to defend, indemnify and hold the County harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this Article.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 15. TERMINATION

The County may, by written notice to Vendor effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the County's convenience, (2) upon the failure of Vendor to comply with any of the terms or conditions of this Agreement, or (3) upon Vendor becoming insolvent.

Upon termination of this Agreement, Vendor shall comply with any and all County closeout procedures, including, but not limited to:

- A. Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to Vendor pursuant to this Agreement; and
- B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Vendor through or provided under this Agreement and carrying out any County directive concerning the disposition thereof.

In the event the County terminates this Agreement, in whole or in part, as provided in this Article, the County may procure upon such terms and in such manner as deemed appropriate, Work similar to those so terminated, and Vendor shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the County, any Work procured by the County to complete the Work herein will be charged to Vendor and/or set off against any sums due Vendor.

Notwithstanding any other provisions of this Agreement, Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of Vendor's breach of the Agreement or failure to perform in accordance with applicable standards. In the event of a breach by the Vendor, Vendor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute vendor to satisfactorily

complete the Work, together with the County's own costs incurred in procuring a substitute vendor. The County may withhold payments to Vendor for the purposes of set-off until such time as the exact amount of damages due to the County from Vendor is determined.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. GENERAL RELEASE

The acceptance by Vendor or its assignees of the final payment under this Agreement, whether by Vendor's claim form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the County from any and all claims of Vendor arising out of the performance of this Agreement.

ARTICLE 17. SET-OFF RIGHTS

The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to Vendor (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this Agreement, or (iii) from the County by operation of law. The County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the County for any reason whatsoever including, without limitation, real property tax delinquencies, hotel/motel tax delinquencies, sales tax delinquencies, fee delinquencies, fines, lawful charges, monetary penalties or interest relative thereto.

ARTICLE 18. NO ARBITRATION; JURISDICTION AND VENUE

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, shall not be submitted to arbitration unless specifically agreed thereto in writing by the County, but shall instead only be heard in the Supreme Court of the State of New York, with venue in Albany County, or if appropriate, in the Federal District Court with venue in the Northern District of New York, Albany Division.

ARTICLE 19. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. Vendor shall render all Work under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such Work are rendered.

ARTICLE 20. ACCEPTANCE OF SUBSTITUTED SERVICE

Vendor hereby consents and agrees to accept to substituted service of process via first class mail to the above referenced address of any summons, process or pleading pertaining to or arising from litigation concerning this Agreement in lieu of any other methods authorized by the New York Civil Practice Law and Rules. Service of process shall be deemed to be complete upon mailing same. This provision shall survive the termination of this agreement and shall not be construed requiring substituted service, should the County elect to commence litigation by other means provided for by law. The County does not waive personal service herein and will require service of process in conformity with CPLR§311(4).

ARTICLE 21. TAXES

The County is exempt from the payment of sales and compensating use taxes, manufacturer's excise taxes and all other taxes imposed by the State of New York and the Federal Government. Taxes shall not be included in any agreement or bid/proposal price. A Tax-Exempt Certificate will be executed upon Vendor's request.

ARTICLE 22. CURRENT OR FORMER COUNTY EMPLOYEES

Vendor represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other Agreement that said Vendor has or may have with the County without the express written permission of the County. This limitation covers the preceding two (2) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interest due to their position with the County.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. CERTIFICATION REGARDING LOBBYING; DEBARRMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS AND DRUG-FREE WORKPLACE REQUIREMENTS (When Federal Funding Used)

A. **Lobbying.** As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering

into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the hereby Vendor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Vendor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, Vendor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Vendor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

B. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. Vendor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where Vendor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

C. Drug-Free Workplace (Vendors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. Vendor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Vendor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. Vendor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance program; and
 - iv. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a)
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - i. Abide by the terms of the statement.

ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or

ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

D. Drug-Free Workplace (Vendors who are individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the Agreement, Vendor certifies that he, she, they, it will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Agreement; and

2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, Vendor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

In accordance with Article 15 of New York Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Vendor agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 25. WAGE AND HOUR 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 Vendor'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 supplemental Exhibits issued by the State Labor Department. Furthermore, Vendor and its subcontractors shall 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, Vendor 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 County of any County approved sums due and owing for the Work.

ARTICLE 26. CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

The Vendor hereby represents that it is in compliance with § 103-g entitled "Iranian Energy Sector Divestment," in that the Vendor has not:

1. Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

2. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 27. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH & NOTIFICATION ACT

Vendor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business

ARTICLE 28. GRATUITIES AND KICKBACKS PROHIBITED

Vendor, for itself, its assignees, and successors in interest agree as follows:

1. **Gratuities.** It shall be unlawful for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
2. **Kickbacks.** It shall be unlawful for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE 29. TITLE VI – REQUIRED LANGUAGE

During the performance of this Agreement, Vendor, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** Vendor shall comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Non-discrimination:** Vendor, with regard to the Work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Vendor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Vendor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Vendor of the subcontractor's obligations under this Agreement, and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** Vendor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of Vendor is in the exclusive possession of another who fails or refuses to furnish the information, Vendor shall so certify to the County, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of Vendor's noncompliance with the Nondiscrimination provisions of this Agreement, the County will impose such sanctions as it or the County may determine to be appropriate, including, but not limited to: a. withholding payments to Vendor under the Agreement until Vendor complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** Vendor shall include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Vendor shall take action with respect to any subcontract or procurement as County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Vendor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Vendor may request the County to enter into any litigation to protect the interests of the County. In addition, Vendor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, Vendor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of

- disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE 30. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedule A, which supersedes any other understandings or writings between or among the parties.

ARTICLE 31. MODIFICATION

No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of Work covered by this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such Work, and after amendment approval by the appropriate County authority, the parties mutually agree to an Amendment to this Agreement, which shall specifically set forth the scope of such extra or additional work and the amount of compensation and the extension of the time for performance, if any, for any such work.

ARTICLE 32. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Vendor.

ARTICLE 33. COOPERATION

Vendor shall cooperate with representatives, agents, and employees of the County and the County shall cooperate with representatives, agents, and employees of the Vendor to the end that the Work may proceed expeditiously and economically.

ARTICLE 34. NON-INTERUPTION OF WORK [Contractors only]

A Vendor who is a contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Vendor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 35. EXTRA SERVICES/GOODS

If the Vendor is of the opinion that any services/goods it has been directed to perform/provide is beyond the scope of this Agreement and constitutes extra services/goods, the Vendor shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such services/goods is in fact beyond the scope of this Agreement and whether or not it constitutes extra services/goods. In the event the County determines such services/goods does constitute extra services/goods, it may provide extra compensation to the Vendor on a negotiated basis pursuant to a properly executed amendment to this Agreement.

ARTICLE 36. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Vendor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local

Law No. 3 for 1993, in that the Vendor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Vendor in default and/or seeking debarment or suspension of the Vendor.

ARTICLE 37. AUTHORITY

The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

ARTICLE 38. MISCELLANEOUS PROVISIONS

1. During the term of this Agreement, the Vendor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Vendor shall give the County thirty (30) days written notice in advance of such event.
2. The Vendor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.
3. If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.
4. The County shall bear no responsibility other than that set forth in this Agreement.
5. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid to the address stated in the first paragraph after the title of the Agreement, or, with the prior consent of the receiving party, dispatched via facsimile or email transmission.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.



DANIEL P. MC COY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD SOUTH
ALBANY, NEW YORK 12204
REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycountyny.gov

COMMISSION
DENNIS RIGOSU
CHAIRMAN

NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G. CARLUCCIO
GARRY NATHAN

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

May 5, 2025

Hon. Daniel P. McCoy
County Executive
112 State Street
Albany, NY 12207

Hon. Joanne Cunningham
Chairwoman
Albany County Legislature
112 State Street – Suite 710
Albany, NY 12207

Hon. Bruce Hidley
County Clerk
112 State Street
Albany, NY 12207

**Re: RFQ-2024-056 Professional Services
H2M Architects + Engineers
South Plant Influent Valve Replacement Design**

Dear Contract Administration Board:

The Water Purification District is requesting contract authorization with H2M Architects + Engineers (H2M) in the amount of \$65,000 to provide professional engineering services for the design of replacement valves at the District's South Plant influent pump station. The contract amount includes a base fee of \$60,000 with a \$5,000 contingency allowance. H2M's complete engineering proposal including their engineering scope and fee is enclosed herein. A summary of work to be performed includes a 3D scan of the existing pipe gallery, non-destructive pipe testing, development of bid ready design documents, regulatory coordination and bidding assistance.

H2M was selected based on their response to a Request for Engineering Qualifications that was submitted in 2024 under RFQ-2024-056 Professional Services.

Should you have any questions please feel free to contact me at 518-447-1617

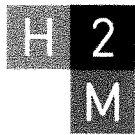
Sincerely,

A handwritten signature in black ink, appearing to read "Angelo Gaudio". The signature is fluid and cursive, with the first name "Angelo" being more prominent than the last name "Gaudio".

Angelo Gaudio, P.E.
Executive Director

Enc: H2M Engineering Proposal
RFQ 2024-056 Award Letter

cc: Wesley Hartmann, Policy Analyst
Alex Dott, Budget Analyst



architects + engineers

433 River Street, Ste 8002
Troy, NY 12180 | tel 518.765.5105

April 23, 2025

Angelo Gaudio, P.E.
Executive Director
Albany Co. Water Purification District
1 Canal Road
Menands, NY 12204

**Re: Albany County Water Purification District
Professional Engineering Services for
South Plant – Influent Valves Replacements
H2M Proposal No.: LP250457**

Dear Director Gaudio:

In response to your request, H2M architects + engineers (H2M) is pleased to submit this proposal to provide professional design services related to replacement the South Plant's Influent Valves.

BACKGROUND

H2M architects + engineers submitted a statement of qualification to the Water Purification District on May 31st, 2024. Since that time, we have been in regular contact with you. This included a site visit by H2M staff to the North and South wastewater Treatment Plants on December 12, 2024. H2M conducted an additional visit at your request to discuss replacement of the South Plants Influent Valves on March 31, 2025.

UNDERSTANDING

The Albany County Water Purification District's South Plant was purchased for the City of Albany and reconstructed in the early 1970's. The plant recently completed upgrades to the influent gates as part of the Albany Pool Communities' Beaver Creek Clean River Project. This included the replacement of the bar screens and two sluice gates which separate influent flows to the six influent pumps.

The existing influent valves have reached the end of their useful life. This had resulted in the District's inability to isolate individual pumps. The inability to isolate pumps has made it difficult for the District to maintain these pumps while also maintaining flows through the plant.

The intent of this proposal is to provide the District with construction level documents for public bidding that would include the replacement of one, up to six, valves based on the District's budget. In addition, H2M will participate in bid assistance to the District should that be necessary.

SCOPE OF SERVICES

We propose implementing this project in the following tasks:

Task 1 – The District has provided H2M with a draft technical specification for replacement valves. This specification is to be the basis of design for H2M. H2M will confirm the availability and feasibility of the used of the chosen GA Industries Model A517-US eccentric plug valves for the replacement of the six (6) existing influent valves contained within the plant. H2M will inform the District should this model valve not be available and/or appropriate in the opinion of H2M to use. This task will include our first design charrette with the District to bring together stakeholders, project team members, and decision makers at the outset of the project to establish a unified vision and clear objectives. Meeting minutes will be produced and shared with the district for their review and comment.

This task is intended to set the groundwork for the other tasks contained within this proposal. As such, we believe it is important to utilize this time to our collective advantage and fully understand the District's needs.

H2M proposes to perform a LiDAR / RGB as-built condition laser scanning and modeling of the six valve vaults. We will register the point cloud information as captured at the time of the scanning and review for quality assurance. H2M will provide the point cloud as an Autodesk ReCap project file or an approved equivalent file that would be accessible for the County's access.

H2M has worked with previous clients to 3D scan similar spaces. It is our experience that the laser scanning provides a higher level of confidence in the proposed design while not bearing a substantial additional cost to the client. The existing valves scan would take a portion of workday. Therefore, H2M recommends that scanning equipment and technical staff utilize the time onsite to scan the pump chamber, to the extent possible given the time and restraints of the scanner, to complete a realistic representation of the space that the contractor will be working within. For the purpose of our proposal, we have included 6 hours of scanning time with 3 hours of processing and quality control. Additional scanning may be included at as an additional service as requested by the District.

H2M proposes to provide an existing conditions Revit model (Revit 2025) to a LOD 200 standard for the influent pump room. In addition, for a period of time, H2M will host the 3D scan on the Matterport platform. The advantage of this platform is that it will give the District temporary access to a digital twin of the influent pump room for their review and reference. Based on the District's use of the Matterport platform H2M can provide pricing for the District's own licensing. In our experience this can serve as both a digital twin and asset management platform that can be share with staff and/or contractors. It can also be an online reference to view the components of the pump vault while limiting the exposure of staff to the physical space.

H2M proposes to review the LiDAR scan with the Districts upon the completion of Task 1.

Task 2 – All of the component of the influent pumps from the sluice gates to the pumps are original to the 1970's design and construction of the plant. The existing piping is steel pipe of unknown condition. It is anticipated that replacement valves would be bolted to the existing piping utilized a flange adaptor.

Due to the unknown condition of the existing steel piping H2M recommends a non-destructive testing of the piping to better understand the condition and feasibility of use for connection. H2M will perform an API-570 inspection/condition assessment of exposed pipework both upstream and downstream of the proposed valve replacements. Testing will be limited to piping that is accessible from the exterior and is expected to only include pipe within the valve pits. H2M will provide an electronic report including Summary of Findings, Data, Photographs, Site/Asset Drawing, and Recommendations for Corrective Action.

It is not anticipated that replacement or reinforcement of the existing steel piping will be necessary as part of this project. However, if the inspection or condition assessment reveals that the overall integrity of the existing piping is unsatisfactory and unsuitable for continued service, H2M will propose an additional scope of work and associated fees for these services.

Task 3 – Upon the District's review of the existing conditions as well as their acceptance of H2M's recommendation for valve replacements, H2M will proceed to Construction Document phase. It is understood that the District is likely not to replace all six valves as part of the initial bid contract. Based on the District's budget, H2M is prepared to create Construction Documents to fit the District's budget. This may include replacement of two to six valves. For the purpose of this proposal, H2M has developed a scope and fee for the replacement of three (3) valves downstream from a single sluice gate.

In the Construction Document phase, H2M will provide detailed engineering services to create contract drawings and specifications suitable for public bidding. It is anticipated that the construction cost will be under \$500,000, and therefore, our contract documents will not be subject to the requirements of New York General Municipal Law § 101 (Wicks Law) regarding separate prime construction contracts.

This task will include design submissions for your review at 50% and 100% design completion. The 100% design will include technical drawings and specifications, which will include a bid sheet for the District's use. It is the expectation that the District will produce their own front-end specifications.

The detailed scope of work that will be covered under this project is listed below:

- Eccentric Plug Valve – H2M will provide a design for the replacement of three (3) existing plug valves with a GA Industries Model A517-US eccentric plug valve or approved equal as determined in Task 1. We will provide a typical replacement sketch with individual notes and or details as is determined necessary for each of the three valves proposed to be replaced.
- The proposed design will include the inspection of the pipe immediately upstream and downstream of the pumps. It is understood that the District preference is to include electric motor and pneumatic operators for all valves. H2M will review the required power requirements for the proposed design and evaluate classification of the space based on NEC Hazardous Location Classification. H2M will develop wire-diagram plans and technical specifications to power these valves. H2M engineers will confirm that the existing circuit and wiring is sufficient to operate the selected valves.
- Sensors and Controls – The design and schematic wiring diagrams of the associated upgrades to and controls will be included in the 50% and 100% design. H2M will develop the associated technical specifications. Final layout and locations of the controls shall be coordinated with the contractor. The District has stated that they would prefer electric actuators on all valves. H2M assumes that the facility has the required electrical capacity for the chosen actuators.
- Constructability – It is important that the wastewater treatment plant remain operable throughout the replacement of the influent valves. H2M will work with the District to establish a sequencing plan for the replacement of valves that will minimize the chance of plant conveyance disruption. The plan will also note the ability of the contractor to utilize the District's existing cranes, if necessary, to install the valves.
- The proposed constructability plan will be included in the contract documents as the expectation for the contractor's work. H2M does not mean to dictate the means and methods of the contractor to perform this work. Should the contractor determine a difference means and methods to replace these valves, the contract documents will include a means for them to do so.

Task 4 – H2M's expectation based on conversations with the District is that it will be necessary for the District to coordinate this work with the State, including the Department of Environmental Conservation. While the District could take the lead in the coordination with the State, as a member of the District team and the designer of the proposed upgrades we would expect to be involved in these conversations. Based on our experience with work of this nature at other facilities, we have proposed a fee to be billed at a cost-plus multiplier for work associated with regulatory review and approvals. Due to the need to work with a third party we propose that this task be billed on a cost plus basis. The District will only be charged for the time associated with coordination necessary to complete the proposed work.

Task 5 - H2M will prepare bid tabulation forms for use in recording bids. H2M will provide clarification to contractors during the bid advertisement phase with potential bidders for the valve replacement. Our office will prepare all necessary addendums required based on contractor questions during the bid advertisement period. H2M will provide an Opinion of Probable Cost for the project. H2M will fully review all the documents provided by the apparent low bidder(s) and advise District if there are any apparent errors, omissions or concerns with the bidder's response. H2M will review each bidder's proposal and make a recommendation of award.

It is our expectation that there will be one addendum issued for this project during bidding assistance.

Task 6 – Construction administration and construction services are **not included in the scope of work** currently. It is our current understanding that the extent of construction will be determined by the District's finances. Upon decision by the District as to the number and extent of capital improvements to be issued, H2M will provide an updated scope of work and fee for construction administration and construction services.

COST PROPOSAL

H2M proposes to perform the following services as at a lump sum cost to the District in accordance with our enclosed standard terms and conditions:

Task	Description	Fee Type	Fee
Task 1	Survey and Due Diligence	Lump Sum	\$10,000.00
Task 2	Testing	Lump Sum	\$7,500.00
Task 3	Design and Construction Documents	Lump Sum	\$33,000.00
Task 4	Regulatory Coordination	Not to Exceed Hourly	\$5,000.00
Task 5	Bidding Assistance	Lump Sum	\$4,500.00
Total Fee...			\$60,000.00

Invoices will be submitted on a monthly basis for the work completed to date. Each invoice will include a designed description of the services and a breakdown of reimbursable expenses.

SCHEDULE

H2M will begin work upon authorization of this proposal.

It is our expectation that Task 1 and 2 will be completed within 24 days of authorization.

Task 3 is expected to be completed 60 day following the completion of Task 1 and 2.

It is understood that coordination with agencies will be conducted throughout the proposed scope of work. Therefore Task 4 does not have a completion date.

Task 5 is at the discretion of the District. H2M will provide the District with timely bid reviews and a recommendation for award, following the District's standard contract timelines.

SERVICES EXCLUDED

- Any work not specifically outlined above.
- Environmental Studies, Environmental Impact Statement, and/or SEQRA process.
- Permitting services not specifically noted above.
- Publishing and legal fees.
- Legal witness or testimony

CONCLUSION

H2M appreciates the opportunity to propose on this work for the Albany County Water Purification District. The scope, price, and other content offered in this proposal are based on the County's Professional Service Agreement between the County of Albany and H2M architects, engineers, geology, land surveying, and landscape architecture.

Work will begin once a contract has been issued by the County.

If you have any further questions regarding the above letter, please contact the undersigned at (518) 765-5105 extension 1034.

Very truly yours,

H2M architects + engineers



Gregory J. Levasseur, P.E.
Vice President



Neil O'Connor, P.E.
Discipline Engineer

Enclosure

cc: CW– H2M



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET - ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588
WWW.ALBANYCOUNTYNY.GOV

DAVID LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

January 21, 2025

Christopher Weiss, P.E.
H2M Architects + Engineers
433 River Street, Ste 8002
Troy, NY 12180

RE: RFQ-2024-056 Professional Engineering Services

Dear Mr. Weiss:

The Albany County Water Purification District (District) has reviewed your submission to the above referenced Request for Qualifications and has qualified your firm to provide various engineering services on an as needed basis. This selection will be active for a five (5) year term, effective January 1, 2025 through December 31, 2029.

The District will authorize assignments as needed and based on a mutually agreed to scope and fee. A separate contract will be issued for each assignment at the time the work is requested.

If you have any questions or concerns you may reach me at (518) 447-7140.

Thank you for your interest in doing business with the County of Albany.

Respectfully,

Pamela O'Neill
Purchasing Agent

PO:mes
cc: Angelo Gaudio



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF SOCIAL SERVICES
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210-2304
(518) 447-7300
WWW.ALBANYCOUNTY.COM

ERIN M. STACHEWICZ
COMMISSIONER
TYRELL L. GLADDEN
EXECUTIVE DEPUTY
COMMISSIONER

May 14, 2025

Hon. Daniel P. McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman
Hon. Bruce A. Hidley, County Clerk

Dear Messrs. McCoy and Hidley, and Chairwoman Cunningham:

The Department of Social Services (DSS) respectfully requests Contract Administrative Board approval for a short-term, stand-alone contract with the Homeless and Travelers Aid Society (HATAS) to provide a HATAS employee to work onsite at DSS.

The HATAS employee will work at the DSS Office Monday through Friday, 8:30 a.m. to 4:30 p.m., between May 1, 2025 through October 31, 2025, to support the Temporary Assistance Division in coordinating, supporting, and tracking emergency shelter services for households experiencing homelessness who are not Temporary Housing Assistance-eligible.

Sincerely,

Erin M. Stachewicz
Commissioner

cc: Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Esq., Minority Counsel

REQUEST FOR CONTRACT APPROVAL

Contract Type: Professional Services	☐ County Executive ☒ CAB	☒ New ☐ Renewal	☐ Amendment ☐ Change Order
Department	Social Services		
Date Submitted	04/14/25		
Contact Person	Maggie Watson Skarlis		
Phone number	518-447-7583		
Vendor	Homeless and Travelers Aid Society 138 Central Avenue, Albany, NY 12206		
Amount	\$35,450		
Term	05/01/2025-10/31/2025		
Scope of Services	Provision of a HATAS employee to work onsite at DSS to support and track efforts to assist individuals and families experiencing homelessness, particularly those placed in emergency shelter.		
Budget line item	Appropriation: AA6010.44046 Revenue: AA6010.03610		
Fiscal Impact (Dollars and percentages)	County: \$35,450 State: Federal:		
Anticipated in current budget?	Yes ☒ No ☐		
If contract is an RFP or Bid, are quotes attached?	Yes ☐ No ☒		

Policy Analyst _____ Date _____

For Contract Board use: _____
Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature

For DMB use:

Contract Number:	
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Authorization is requested to contract with the Homeless and Traveler's Aid Society (HATAS) for the continuation of an onsite staff person to work at the DSS Office, Monday through Friday, 8:30 a.m. to 4:30 p.m. The onsite staff person will provide support to the Temporary Assistance Division in identifying available shelter/motel space to house individuals and families experiencing homelessness; collect and maintain data needed for reporting.

The HATAS employee's responsibilities include:

- Determining shelter needs for non-Temporary Housing Assistance (THA) clients
- Making referrals to temporary shelter for non-THA individuals and families
- Assist Temporary Assistance (TA) staff with referrals to temporary shelter for eligible THA individuals and families
- Assisting TA staff in providing shelter letters for individuals/families to be placed
- Completing Coordinated Entry (CE) applications with identified individuals/families to assist them in accessing/connecting with appropriate housing and services
- Maintaining and updating the Shelter Restriction List and emailing it to HATAS On-Call at 4 p.m. each day
- Entering data for clients served into HMIS
- Collecting and distributing daily shelter censuses and after-hours placements
- Providing weekly census of hotel/motel placements

The HATAS staff person working onsite at DSS during regular business hours has enhanced the communication regarding daily placements and restrictions for shelter placements with the HATAS On-Call (after hours) staff. The HATAS staff person has also assisted the Department in better serving and tracking the homeless individuals and families that present to DSS in need of shelter placement.

There is sufficient funding in the 2025 Social Service budget to accommodate this request.

Albany County Request for Contract Approval

Contract #	2025-2963
Contract Type	B) CAB Contract
Contract Action	C) Renewal
Procurement Type	
Department	A1620 - Building Services
Date Submitted	Monday, April 21, 2025
Contact Person	Stover, Thomas
Contact Phone	+1 5184473020
Vendor Info	J McBain, Inc. 2742 6th Ave, Troy, NY 12180
Estimated Amount	\$99,000.00
Estimated Term	6/1/2025 to 5/31/2026
Scope of Services	Secondary Emergency Electrical Repair services All terms of the current contract will remain in effect.
Budget Line Item	AA1620 - 44046 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

April 15, 2025

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

Dear Messrs. McCoy and Hidley,
Dear Ms. Cunningham,

The Department of General Services respectfully requests the approval of renewing the Labor Agreement with J McBain, Inc. as the secondary vender for Emergency Electrical Repair services beginning June 1, 2025 through May 31, 2026 with a not to exceed total of \$99,000.00

At the end of this one year term, upon mutual agreement of the County and the Contractor, the agreement may be renewed for one (1) additional year.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND J. MCBAIN, INC.
FOR HOURLY RATE BASED ELECTRICAL CONSTRUCTION SERVICES

CONTRACT NO. 2024-1931

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County" or "Owner"), and J. McBain, Inc., a registered New York corporation, with a principal place of business located at 2742 6th Avenue, Troy, New York 12180 (hereinafter, the "Contractor," and together with the County, may be referred to herein individually as a "[P]arty," or together as the "[P]arties").

WITNESSETH

WHEREAS, periodically, the County requires various construction labor services on an hourly, as needed basis to perform work in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") issued a Request for Bids for hourly rate agreements regarding certain trades of work in/on various Albany County facilities and properties, said request having been designated RFB #2024-044, issued on March 8, 2024, and published on March 14, 2024 (hereinafter, the "RFB"); and

WHEREAS, the Contractor has submitted a bid on March 27, 2024 to provide electrical construction services on an hourly, as needed basis (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid electrical construction services as a secondary contractor; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively called "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the electrical construction services requested by the County, and meet all of the terms, conditions, requirements, provisions, etc. described in the RFB, including, but not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work and in the manner described in the RFB, including, but not limited to, the following:

(a) Re Non-Emergency Work: The County shall contact the Contractor when a project comes up. The two parties shall meet, discuss the project and establish all of the necessary criteria. The County shall then provide the Contractor with a "Short Term Contract/Quote Form," detailing the project requirements, start and end date as well as any other pertinent information. The Contractor shall write a total inclusive price for the project in the appropriate place on the form, include or attach a cost breakdown, separating labor and materials, and then sign and return the form to the County within five (5) business days. If the County decides the written total inclusive price is in line with its own estimate, the County shall issue a purchase order to the Contractor. The Contractor shall use the purchase order as a notice to proceed with the work described in the Short Term Contract/Quote Form;

(b) Re Emergency Work: Occasionally, the County may contact the Contractor to perform emergency work. Because this work might need to be performed after hours or on weekends or holidays, the County will meet with the Contractor to discuss the project and obtain a cost estimate. If approved by the County representative, the Contractor shall perform the emergency work. The County shall provide the Contractor with a "Short Term Contract/Quote Form" which the Contractor shall complete by writing the total inclusive price and a breakdown of labor and materials included. The Contractor shall return the completed form to the County on the next business day;

2.1.2 If required, coordinating with the Albany County Department of General Services, Facilities Engineering Division (hereinafter, "ACFE") regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.4 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to what is described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner;

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated;

2.2.3 Protect adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.4 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with the Owner's and the public's day-to-day operations;

2.2.5 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from the Owner;

2.2.6 Protect existing systems and surfaces to remain, and replace or repair all damage resulting from the Contractor's operations to a condition acceptable to the County Engineer, at no additional cost to the County; and

2.2.7 Provide not less than 72 hours' notice to the County of activities that will affect the County's operations.

2.3 While providing the work described in Paragraphs 2.1 and 2.2, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, any Governor executive order and the Empire State Development Corporation's guideline and requirement; and the federal government, and the Contractor shall be subject to the provisions of any County Local Emergency Order re Covid-19 and all supplements/renewals to said order.

2.4 Should the County deem any dollar amount quoted by the Contractor to be in excess of what the County is willing to pay for the particular project or scope of work, the County reserves the right to reject the Contractor's dollar amount quote and go outside this agreement for that particular project or scope of work only.

2.5 If the Contractor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the County reserves the right to go outside the contract for that particular project or scope of work only.

2.6 The Contractor shall not perform any work beyond that set forth or described in the Short Term Contract/Quote Form (hereinafter, "extra work" or "additional work") unless it has obtained prior written approval from the County.

2.6 The Contractor agrees to provide a quote and complete all jobs as necessary at any location within Albany County.

2.7 The Contractor warrants the labor and materials it provides for a period of one (1) year from the date it completes the work, as determined by the County, and shall provide the manufacturers' standard warranties for all of the equipment the Contractor provides. The warranty period begins to run from the date of substantial completion, as determined by the requesting Albany County Department.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all goods and services rendered under this Agreement.

3.2 The dollar amounts contained in the Bid shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

4.1 Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the requesting Albany County Department, and acceptance by the County of the claim form.

4.2 In addition to the Claim Form, the Contractor shall provide the County with an invoice for work performed, which shall itemize for labor, materials and other costs. Hourly rates charged shall not exceed the current prevailing wage, plus the applicable markup as contained in the Bid. Copies of invoices showing the Contractor's materials purchase cost shall be provided to the County upon request for invoice audit purposes.

4.3 Certified payrolls shall accompany all invoices and/or applications for payment.

ARTICLE 5. TERM OF THE AGREEMENT

5.1 The term of this Agreement shall commence on June 1, 2024 and shall continue in effect through May 31, 2025.

5.2 Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional one-year terms, said renewals to run consecutively from the initial one-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Contractor, the Contractor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute contractor.

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end

that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. RELATIONSHIP

The Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Contractor, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 13. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly

identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

15.2 The Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

15.3 The Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County and authorized State and/or Federal personnel during such period.

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A, attached hereto and made a part hereof. The insurance policies shall name the "County of Albany" as certificate holder and primary/non-contributory additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

17.1 The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW Section 220 [3-a].

17.2 In the event the owner or other principals of the Contractor are engaged in any portion of work performed under this agreement, the Contractor shall not charge the County prevailing wages

for that portion of the work. The Contractor shall provide the County with written verification in the event that the Contractor's application for payment or invoice indicates work was done by anyone other than someone required to be paid in accordance with the New York State prevailing wage laws.

ARTICLE 18. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 19. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 20. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 21. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Contractor in default and/or seeking debarment or suspension of the Contractor.

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working

in or about the public works and/or premises where the work is being performed.

ARTICLE 24. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

25.1 The Contractor understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. The Contractor further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Contractor also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

25.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter called the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the McBride Principles of Fair Employment and the County policies and procedures described above, the Contractor shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures contained in the RFB.

26.2 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.

26.3 The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

26.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

26.5 The County shall bear no responsibility other than that set forth in this Agreement.

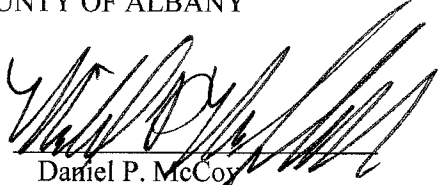
26.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: 7/23/24

BY:


Daniel P. McCoy
County Executive

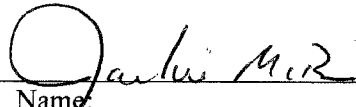
or

Michael P. McLaughlin
Deputy County Executive

J. MCBAIN, INC.

DATED: 7/15/2024

BY:


Name:

President
Title:

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ____ day of _____, 2024, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 24 day of July, 2024, before me, the undersigned, personally appeared Michael P. McLaughlin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

EUGENIA K. CONDON
Notary Public, State of New York
Registration No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2024

STATE OF NY)
COUNTY OF Rensselaer) SS.:

On the 15 day of July, 2024, before me, the undersigned, personally appeared Jackie Milazzo personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC
LEON MILAZZO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MI6343892
Qualified in Rensselaer County
Commission Expires June 20, 2025

SCHEDULE A
INSURANCE COVERAGE

1. Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000.

4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

Stover, Thomas

From: Jay McBain <Jay@mcbainelectric.com>
Sent: Tuesday, April 15, 2025 9:58 AM
To: Cronin, Kayla; Jackie McBain
Cc: Stover, Thomas
Subject: EXTERNAL RE: RFB-2024-044

Caution: This email originated from outside of Albany County. Do not click links or open attachments unless you recognize the sender and know the content is safe. If this email appears suspicious, please submit it using the Phish Alert Button in Outlook.

Warning: Unusual sender <jay@mcbainelectric.com>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

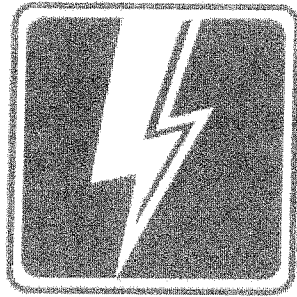
Kayla,

Yes we will agree to a 1 year extension of the electrical 2024-044 contract.

Thank you,

Jay McBain

J. McBain Electric
2742 6th Avenue
Troy, NY 12180
Office: (518) 272-9376
Fax: (518) 272-3738
jay@mcbainelectric.com



J. McBain ELECTRIC, INC

From: Cronin, Kayla <Kayla.Cronin@albanycountyny.gov>
Sent: Tuesday, April 15, 2025 9:43 AM
To: Jay McBain <Jay@mcbainelectric.com>; Jackie McBain <Jackie@mcbainelectric.com>
Cc: Stover, Thomas <Thomas.Stover@albanycountyny.gov>
Subject: RFB-2024-044
Importance: High

Good Morning,

Your current contract for Trade Labor Agreements is set to expire on May 31, 2025. Would you like to renew Contract #2024-1931 for Trade Labor Agreements, Secondary Electric bid at the same rates? The bid allows for two (2) one (1)-year renewals. This would be the first renewal period. The renewal contract term will be June 1, 2025 through May 31, 2026.

Please advise.

Thank you,

Kayla Cronin
Specification Technician
Albany County Division of Purchasing
112 State Street, Room 1000
Albany, NY 12207
tel 518.447.5585
fax 518.447.5588
kayla.cronin@albanycountyny.gov



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Albany County Request for Contract Approval
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Contract #	2025-2980
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	Sole Source
Department	A1230 - County Executive
Date Submitted	Monday, May 19, 2025
Contact Person	Butterfield, Kevin
Contact Phone	+1 5184475675
Vendor Info	Pioneer Production Services, LLC 10 Main Street Unit 12, Middlebury, VT 05753
Estimated Amount	\$29,300.00
Estimated Term	5/19/2025 to 5/19/2026
Scope of Services	Production and Distribution of a mini educational documentation profile of Albany County to be shared nationwide on Public Broadcasting and other networks.
Budget Line Item	AA1680 - 44046 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	N/A

Budget Analyst

Date**For Contract Board Use:**

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham,
Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTYNY.GOV

MICHAEL P. McLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

May 19, 2025

Hon. Daniel P. McCoy
County Executive
112 State Street
Albany, NY 12207

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State St, 7th Floor
Albany, NY 12207

Hon. Bruce Hidley
County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, NY 12207

Dear Contract Administration Board:

Attached is a proposed contract with Pioneer Production Services, LLC for the production and distribution of a mini educational documentation profile of Albany County to be shared nationwide on public broadcasting and other networks.

If you should have any questions, please do not hesitate to contact my office.

Sincerely,

Daniel P. McCoy
Albany County Executive

VIEWPOINT

— WITH DENNIS QUAID —

Studio Production Authorization

To the Attention of: Daniel McCoy

Participant Company: Albany County, NY.

Storyline: Discover America: Great Places to Live, Visit and Start a Business

Producer: Anthony Davis

Date: Tuesday, May 13, 2025

Public Television Distribution

This VIEWPOINT short-form documentary series will be distributed to Public Television stations in all 50 states. The overall project will include the production of one (1) 3-5-minute educational segment produced as a standalone short-form documentary for distribution to Public Television Stations nationwide (estimated reach for one year is 60 million households). VIEWPOINT maintains editorial control for the series format following Public TV Standards and will adhere to guidelines for Public Television's official practices. The host of VIEWPOINT for Public Television is Dennis Quaid. Mr. Quaid's image may not be used for any other *broadcasts* other than for this Public Television series. Albany County, NY, agrees to be a content expert for VIEWPOINT and understands that the format of the Public Television segment is non-commercial and strictly educational in nature. In adherence with Public Television Standards and Practices, there are no fees associated with the Public Television portion of the project. All fees outlined in this Authorization cover production costs for the value-added production and distribution services outlined below.

As a special thanks, VIEWPOINT will provide the following value-added services.

5-6 Minute Corporate Profile

VIEWPOINT will provide the production of one (1) broadcast quality, 5-6-minute educational documentary profile with expansive and detailed information documenting the issues and educational message that are applicable to your target audience. This is produced and edited on digital HD media. The format is educational and informational and is designed to promote your educational message within the context of the feature story line. Production includes interviews, narration, program/set design, script writing, videography, graphics, music, editing, high-end computer-generated graphics, and 2-D animation and/or graphics of your logo, phone number, and website will complete the production.

Educational Commercial Television Airings

VIEWPOINT will provide the production of one (1) high end one-minute educational commercial segment used for network distribution. Your segment will be broadcast once primetime in over 84 million homes via MSNBC, CNBC, CNN, or an equivalent network. Your educational commercial segment will also air 400 times in many of the top 100 Designated Marketing Areas during peak and primetime on networks such as CNBC, CNN, CNN Headline News, Discovery Life, Fox Business Network, The Learning Channel, Discovery Channel, or equivalent networks (a media schedule will be set in advance to guarantee these spots and post airing affidavits (proof of airing) will be provided upon request following the airings).

VIEWPOINT

P. 561-244-7620 • info@viewpointproject.com

VIEWPOINT

— WITH DENNIS QUAID —

Internet Distribution

VIEWPOINT will digitize your segments into digital files for streaming on your website and will be delivered in a format for streaming on social media sites. VIEWPOINT will design and generate an email campaign to *your* narrowcasted audience sending up to 1,000,000 video emails from our email database.

Project Cycle: 90-120 Days

Day 1: Contract signed, and organization is scheduled for participation in the project.

Days 2-14: Project Fee is due on receipt of invoice; Questionnaire and Collaterals Sent.

Days 15-45: Project assigned to a field producer, producer reviews literature, acclimates to storyline.

Days 46-75: Scripts written and approved. Shoot location determined and shoot day set.

Days 76-90+: Shoot Day occurs; studio edits film; segments are approved & media schedule is set for airing.

Requirements of Albany County, NY.

- a. Completion of the Research Questionnaire. (Available online, by email, & in Welcome Package)
- b. Collateral materials sent necessary to the storyline and to aid the producer and field producer in scripting. (Included should be all necessary literature, marketing materials, past video work, master files of previously shot video (if available), company logo(s); all helpful creating the script.
- c. A list of potential interviewees and site locations where the educational story may be shot.
- d. Albany County, NY. does hereby commit to participate in this project described above and agrees to pay the \$25,900 underwriting and scheduling fee upon receipt of invoice (there are no post-production fees).
- e. The one day one location shoot will be provided for a location fee of \$3,400 to shoot onsite in the continental U.S. This location expense will be the responsibility of Albany County, NY. Alternately, a field production crew can be provided on location at an appropriate facility in South Florida (West Palm Beach to Miami) to shoot all footage and interviews for this project at no additional expense if the organization has a South Florida location to shoot story in use by an end user.
- f. Expert advice on the technical accuracy of script and video for the 5-minute educational documentary and one-minute segment within 5 *business days* of receipt of these deliverables.
- g. Albany County, NY. agrees to sign up for a free six-month ClipStock Enterprise Membership (the duration of the project). This membership is essential because it includes unlimited access to necessary stock footage, music and SFX for the project. As a VIEWPOINT featured guest, Albany County, NY. will receive both licensing and distribution rights to the stock footage, music, SFX along with the 6-minute corporate documentary and educational commercial at no additional cost. Your team will also have final sign-off and approval on all 3 segments prior to airings and distribution.

Authorized Signature

Position

Date

Pioneer Production Services, LLC
VIEWPOINT
Senior Producer
Anthony Davis

Position

Date

Venue for any claim relating to this agreement, or to the breach of this agreement, shall be in Palm Beach County, Florida. This agreement shall be interpreted under the laws of the state of Florida.

VIEWPOINT

P 561.244.7670 • info@viewpointproject.com