



Nassau County Shared Services,
Office of Purchasing

Staff Summary A-05-2024

Subject: Culture Sampling and Analysis of Cooling Tower (S/B # 96896-12143-269)	Date: January 12, 2024
Department: Shared Services, Office of Purchasing	Vendor Name: Acqua Treat Ltd.
Department Head Name: Melissa Gallucci	Contract Number: A-05-2024
Department Head Signature <i>Melissa Gallucci</i>	Contract Manager Name: Kimberly Stanton, Buyer

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
3/5/2024 <i>GA</i>	CPO	AP 3/14/24	Budget
3/12/2024 <i>RM</i>	County Atty.	AW 3/14/24	County Exec.

Significant Adverse Information Identified? [Yes ___/No X] (If Yes, attach memo.)

Narrative

Purpose: To authorize and award a blanket purchase order for Culture Sampling and Analysis of Cooling Tower for the Department of Public Works at various Nassau County Locations.

Discussion: This solicitation was advertised in Newsday, New York State Contract Reporter and posted to the Nassau County Bid Solicitation Board. Minority Affairs was also notified of this solicitation.

16 Vendors viewed the bid.

2 Woman owned business 2 Minority (African/American) 9 Small Business

0 Service Disabled (Veteran) owned business 1 Veteran Owned Business

4 Vendors bid on this solicitation.

1 Woman owned business 0 Minority 4 Small Business

0 Service Disabled (Veteran) owned business 0 Veterans

The identified lowest responsible bidder, Acqua Treat Ltd. is listed in two of the above categories.

Impact on Funding/Term: The maximum amount authorized under this blanket purchase order, including any renewal options that may be exercised by the Commissioner of Shared Services, shall be Nine Hundred Thousand Dollars (\$900,000.) from General funds (PWGEN0640) and/or Capital funds (PWCAPCAP 00004). The term of this blanket purchase order shall be for a period of one (1) year from the effective date, with the Commissioner of Shared Services' option to renew up to an additional four (4), one (1) year periods and an additional two (2) month period, for a total term of five (5) years, two (2) months.

Recommendation: Department of Shared Services, Office of Purchasing recommends an award be given to Acqua treat Ltd., as the lowest responsible bidder meeting specifications.

A. Guato 3/8/24
RECEIVED
NASSAU COUNTY
OFFICE OF THE CLERK
MAR 15 PM 4:03

COUNTY OF NASSAU
INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

A-05-2024


FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE: JANUARY 12, 2024

SUBJECT: RESOLUTION– VARIOUS NASSAU COUNTY AGENCIES.

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET ORDER IN THE AMOUNT OF NINE HUNDRED THOUSAND DOLLARS (\$900,000.00) ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS TO ACQUA TREAT LTD., FOR THE CULTURE SAMPLING AND ANALYSIS OF COOLING TOWER.

THE ABOVE-DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND APPROVAL AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.


MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

VB: gb

ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID SUMMARY
(5) BID PROPOSAL
(6) CERTIFICATE OF LIABILITY INSURANCE
(7) RECOMMENDATION OF AWARD
(8) POLITICAL CONTRIBUTION FORM



A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND ACQUA TREAT LTD.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation #96896-12143-269 for Culture Sampling and Analysis of Cooling Tower for the Department of Public Works for Various Nassau County Locations, as more particularly described in the bid document; and

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that Acqua Treat Ltd., submitted the lowest responsible bid and meets all specifications for the product and/or services described in the said bid document as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Blanket Purchase Order with Acqua Treat Ltd.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES ☐ NO ☒ If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Theresa Schifano [ACQUAFTS@OPTONLINE.NET]

Dated: 03/07/2024 01:58:57 pm

Vendor: Acqua Treat, Ltd

Title: President

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Theresa Schifano
Date of birth: 01/12/1953
Home address: 5 Wood Drive
City: Oyster Bay State/Province/Territory: NY Zip/Postal Code: 11771
Country: US
Business Address: 110 South 2nd Street
City: New Hyde Park State/Province/Territory: NY Zip/Postal Code: 11040
Country: US
Telephone: (516) 775-1030
Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<u>09/10/2001</u>	Treasurer	<u>09/10/2001</u>
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	<u>09/10/2001</u>
Chief Financial Officer	_____	Partner	_____
Vice President	<u>09/10/2001</u>		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

100%

1 File(s) uploaded: NC vendor portal Q3.pdf

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution

made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Theresa Schifano , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Theresa Schifano , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Acqua Treat, Ltd

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Theresa Schifano SCHIFANO.THERESA@YAHOO.COM

President

Title

01/18/2024 02:40:42 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Frank Schifano
Date of birth: 11/27/1951
Home address: 5 Wood Drive

City: Oyster Bay State/Province/Territory: NY Zip/Postal Code: 11771
Country: US

Business Address: 110 South 2 Street

City: New Hyde Park State/Province/Territory: NY Zip/Postal Code: 11040
Country: US
Telephone: 516-775-1030

Other present address(es):

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

Type Other
Description Executive Vice President
Start Date 02/10/2001

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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I, Frank Schifano , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Frank Schifano , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

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Acqua Treat, Ltd.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Frank Schifano ACQUAFTS@OPTONLINE.NET

Executive Vice President

Title

01/24/2024 01:51:06 pm

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 09/19/2023

1) Proposer's Legal Name: Acqua Treat, Ltd.

2) Address of Place of Business: 110 South 2nd Street

City: New Hyde Park State/Province/
Territory: NY Zip/Postal
Code: 11040

Country: US

3) Mailing Address (if different): _____

City: _____ State/Province/
Territory: _____ Zip/Postal
Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: None

5) Federal I.D. Number: 11-3628307

6) The proposer is a: Corporation (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?

YES [] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?

YES ☐ NO ☒ If yes, please provide details:

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☐ NO ☒ If yes, please provide details:

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

- 11) Has the proposer, during the past seven years, been declared bankrupt?

YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No Conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

If any conflict should arise, we will take the proper measures to correct it and if necessary, we would seek the guidance of the county.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive

experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

09/01/2001

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Theresa Schifano, 5 Wood Drive, Oyster Bay, NY 11771

iii) Name, address and position of all officers and directors of the company. If none, explain.

Theresa Schifano ,President, 5 Wood Drive, Oyster Bay, NY 11771

Frank Schifano, Executive Vice President, 5 Wood Drive, Oyster Bay, NY 11771

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

4

vi) Annual revenue of firm;

1200000

vii) Summary of relevant accomplishments

Have been maintaining the HVAC equipment of Nassau County public facilities for over ten years.

We have achieved ISO9001:2015 Quality Management System Certification.

Certified NYC Woman Owned business.

On the NYC Dept. of Buildings Vendor List.

viii) Copies of all state and local licenses and permits.

2 File(s) uploaded: Commercial Pest App Permit.pdf, NYC DOH Permit.pdf

B. Indicate number of years in business.

22

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Serving the HVAC water treatment industry for 22 years with high performance and reliability.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or

who are qualified to evaluate the Proposer's capability to perform this work.

Company	The Somerset		
Contact Person	John Keenan		
Address	300 East 42 Street		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 986-5378		
Fax #			
E-Mail Address	john.keenan@nmrk.com		

Company	Kordun Construction Corp.		
Contact Person	Radek Bielaczyc		
Address	69-43 76 Street		
City	Middle Village	State/Province/Territory	NY
Country	US		
Telephone	(347) 672-4517		
Fax #			
E-Mail Address	radek@kordunconstruction.com		

Company	Queens Fresh Meadows, LLC		
Contact Person	Christopher Johnson		
Address	67-10 192 Street		
City	Fresh Meadows	State/Province/Territory	NY
Country	US		
Telephone	(917) 494-0919		
Fax #			
E-Mail Address	christopherj@cammebys.com		

I, Frank Schifano , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Frank Schifano , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Acqua Treat, Ltd

Electronically signed and certified at the date and time indicated by:
Frank Schifano ACQUAFTS@OPTONLINE.NET

Executive Vice President

Title

03/07/2024

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Acqua Treat, Ltd.

Address: 110 South 2nd Street

City: New Hyde Park State/Province/Territory: NY Zip/Postal Code: 11040

Country: US

2. Entity's Vendor Identification Number: 11-3628307

3. Type of Business: Closely Held Corp (specify) _____

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

First Name	<u>Theresa</u>		
Last Name	<u>Schifano</u>		
MI	Suffix _____		
Address	<u>110 South 2 Street</u>		
City	<u>New Hyde Park</u>	State/Province/ Territory:	<u>NY</u> Zip/Postal Code: <u>11040</u>
Country	<u>US</u>		
Position	<u>President</u>		

First Name	<u>Frank</u>		
Last Name	<u>Schifano</u>		
MI	Suffix _____		
Address	<u>110 South 2 Street</u>		
City	<u>New Hyde Park</u>	State/Province/ Territory:	<u>NY</u> Zip/Postal Code: <u>11040</u>
Country	<u>US</u>		
Position	<u>Vice President</u>		

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing

this section.

If none, explain.

Theresa Schifano, 5 Wood Drive, Oyster Bay, New York 11771

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:

Theresa Schifano [ACQUAFTS@OPTONLINE.NET]

Dated: 03/07/2024 02:19:48 pm

Title: President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Form **2553**

(Rev. January 2001)

Department of the Treasury
Internal Revenue Service**Election by a Small Business Corporation**

(Under section 1362 of the Internal Revenue Code)

▶ See Parts II and III on back and the separate instructions.

OMB No. 1545-0146

▶ The corporation may either send or fax this form to the IRS. See page 1 of the instructions.

- Notes:**
1. This election to be an S corporation can be accepted only if all the tests are met under **Who May Elect** on page 1 of the instructions; all signatures in Parts I and III are originals (no photocopies); and the exact name and address of the corporation and other required form information are provided.
 2. Do not file Form 1120S, U.S. Income Tax Return for an S Corporation, for any tax year before the year the election takes effect.
 3. If the corporation was in existence before the effective date of this election, see **Taxes an S corporation may Owe** on page 1 of the instructions.

Part I Election Information

Please Type or Print	Name of corporation (see instructions)	A Employer identification number
	Acqua Treat, Ltd.	11-3628307
	Number, street, and room or suite no. (If a P.O. box, see instructions.)	B Date incorporated
	110 South Second Street	09/10/2001
	City or town, state, and ZIP code	C State of incorporation
	New Hyde Park, NY 11040	New York

D Election is to be effective for tax year beginning (month, day, year) ▶ 09/10/2001**E Name and title of officer or legal representative who the IRS may call for more information** **F Telephone number of officer or legal representative**

Andrew S. Hollander CPA

(516) 767-2963

G If the corporation changed its name or address after applying for the EIN shown in A above, check this box ☐**H If this election takes effect for the first tax year the corporation exists, enter month, day, and year of the earliest of the following: (1) date the corporation first had shareholders, (2) date the corporation first had assets, or (3) date the corporation began doing business.** ▶ 10/01/2001

I Selected tax year: Annual return will be filed for tax year ending (month and day) ▶ December 31

If the tax year ends on any date other than December 31, except for an automatic 52-53-week tax year ending with reference to the month of December, you must complete Part II on the back. If the date you enter is the ending date of an automatic 52-53 week tax year, write "52-53-week year" to the right of the date. See Temporary Regulations section 1.441-2T(e)(3).

J Name and address of each shareholder; shareholder's spouse having a community property interest in the corporation's stock, and each tenant in common, joint tenant, or tenant by the entirety. (A husband and wife (and their estates) are counted as one shareholder in determining the number of shareholders without regard to the manner in which the stock is owned.)	K Shareholders' Consent Statement. Under penalties of perjury, we declare that we consent to the election of the above-named corporation to be an S corporation under section 1362(a) and that we have examined this consent statement, including accompanying schedules and statements, and to the best of our knowledge and belief, it is true, correct, and complete. We understand our consent is binding and may not be withdrawn after the corporation has made a valid election. (Shareholders sign and date below.)		L Stock owned		M Social security number or employer identification number (see instructions)	N Shareholder's tax year ends (month and day)
	Signature	Date	Number of shares	Dates acquired		
Theresa Schifano 5 Wood Drive Oyster Bay, NY 1177			10	10/01/01	079-38-4277	12-31

Under penalties of perjury, I declare that I have examined this election including accompanying schedules and statements, and to the best of my knowledge and belief, it is correct, and complete.

Signature of officer ▶

Title ▶ President


Date ▶ 10/15/01

For Paperwork Reduction Act Notice, see page 4 of the instructions.

Form **2553** (Rev. 1-2001)

DXA

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER 96896-12143-269
	COUNTY OF NASSAU		Ad Date: 11/16/2023
	BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM		BID OPENING DATE 12/14/2023 11:00 A.M. E.D.S.T.
BUYER Kimberly Stanton		TELEPHONE: 516-571-6679	REQUISITION NUMBER N/A

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: CULTURE SAMPLING AND ANALYSIS OF COOLING TOWERS - REBID

• ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF _____ PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HERewith PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO:

VARIOUS NASSAU COUNTY AGENCIES

GUARANTEED DELIVERY DATE

7-10 DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER

113628307

TOLL FREE TELEPHONE NUMBER:

BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER <i>Aqua Treat Ltd</i>		CONTACT EMAIL: <i>aqua@tscoptonline.net</i>	
ADDRESS <i>110 South 2nd Street</i>			
CITY <i>New Hyde Park</i>	STATE <i>NY</i>	ZIP CODE <i>11040</i>	TELEPHONE <i>516-775-1030</i>
SIGNATURE OF AUTHORIZED INDIVIDUAL <i>Antoinette Schifano</i>		PRINT OR TYPE NAME OF SIGNER AND TITLE <i>Antoinette Schifano Admin Office Manager</i>	

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSE BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
4. PRICES The provisions of the New York State Fair Trade Law (Federal-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

6. SAMPLES, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.
7. Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.
8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.
9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.
10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.
11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.
13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.
14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.
16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.
17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.
18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.
19. Billings for deliveries must be rendered on County claim forms.
20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.
22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.
 - (c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.
 - (d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.
 - (e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.
 - (f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
 - (g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance or use of any material so furnished.
 - (h) That all deliveries will not be inferior to the accepted bid sample.
23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.
26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director, Office of Purchasing

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: *Acqua Treat Ltd.*

Address: *110 South 2nd St, New Hyde Park, NY 11040*

Telephone No: *516-775-1030*

Fax No: *516-775-0851*

1. State Whether: A Corporation *X*
Individual _____
Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

- 1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.
- 2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.
- 3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.
- 4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.
- 5) Partnership. The Names and Home Address of all General and Limited Partners.
- 6) Limited Liability Company. The Names and Home Addresses of all Members.
- 7) Limited Liability Partnership. The Name and Home Addresses of all Members.
- 8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.

*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

Antoinette Schifano
BIDDER

Admin Office Manager
TITLE

QUALIFICATION STATEMENT

BIDDER'S NAME:

Aqua Treat Ltd.

ADDRESS:

110 South 2nd St, New Hyde Park, NY 11040

1. STATE WHETHER: CORPORATION X INDIVIDUAL _____ PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)

PRESIDENT

Theresa Schifano, 5 Wood Drive, Oyster Bay, NY 11771

VICE PRESIDENT

Frank Schifano,

"

"

"

SECRETARY

Theresa Schifano,

"

"

"

TREASURER

Theresa Schifano,

"

"

"

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? Yes

IF SO WHEN?

2003

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 22 years

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? no

IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? n/a

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
---------------------	---------------------	------------------------	-------------------------------	---------------------

<u>Frank Schifano</u>	<u>Exec VP</u>	<u>48</u>	<u>all aspects</u>	<u>all</u>
-----------------------	----------------	-----------	--------------------	------------

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL

based on system rates, equipment size and hours of operation

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

Antoinette Schifano

BIDDER

Admin Office Manager

TITLE

Frank Schifano, Executive Vice President

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME:

The Somerset

ADDRESS:

300 East 42 St

NY, NY 10017

TELEPHONE: 212 986-5378 CONTACT PERSON John Keenan

CONTRACT DATE: 2001 to present

2. REFERENCE'S NAME:

Kordecn Construction Corp

ADDRESS:

69-43 76 St

Middle Village NY 11379

TELEPHONE: 347-672-4517 CONTACT PERSON Radek Bielaczyc

CONTRACT DATE: 2019 to present

3. REFERENCE'S NAME:

Queens Fresh Meadows LLC

ADDRESS:

67-10 192 St

Fresh Meadows, NY 11365

TELEPHONE: 917-494 0919 CONTACT PERSON Christopher Johnson

CONTRACT DATE: 2006 to present

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

Antaride Schifano

BIDDER

Admin Office Manager

TITLE

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE *Antwanette Schipani*
BIDDER

Admin. Office Manager
TITLE

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

Pursuant to General Municipal Law Section 103-g, which generally prohibits the County from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the Bidder submits the following certification:

PLEASE CHECK ONE:



By submission of this Bid, I certify, 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 my knowledge and belief, that the Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

OR



I am unable to certify that the Bidder does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: 12/11/23

Theresa Schifano
(Signature of Bidder)

Print Name: Theresa Schifano

Print Title: President

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Antonio Schifano
BIDDER

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Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgrading's, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgrading's, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

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

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

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

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(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition,

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Admin Office Manager
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construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

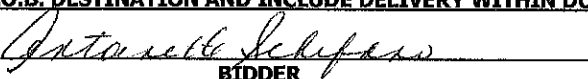
As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

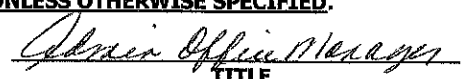
- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

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As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

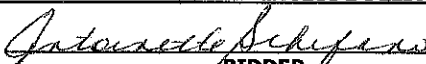
Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

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INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

DEFINITIONS:

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

M/WBE, SDVOB and DBE Participation: The County encourages the participation of certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), Minority or Women-Owned Business Enterprises ("M/WBE"), and Disadvantaged Business Enterprises ("DBE") in the bidding process. A Contractor that is certified by New York State or the County as a SDVOB, M/WBE, and/or DBE should include this information in their bid. For more information regarding the County's SDVOB, M/WBE, or DBE programs, please visit the Nassau County Office of Minority Affairs website

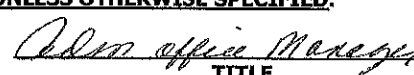
IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY. THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M.** LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

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REQUIRED VENDOR DISCLOSURE FORMS

Prior to the bid opening, the following disclosure forms (the "Disclosure Forms") must be submitted in the Nassau County Vendor Portal at

- <https://www.nassaucountyny.gov/5290/Vendor-Accounts-and-Claims>

https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN_DESKTOP:15144991403451::::

- a. A duly completed and verified Business History Form, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the bidder's credit, financial standing and capacity to perform in accordance with the terms of the Contract.
- b. All officers, and any individuals who hold a ten percent (10%) or greater ownership interest in the bidder, shall complete and verify the Principal Questionnaire.
- c. The County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form
- d. Additionally, if the bidder utilizes the services of any individual or organization for the purposes of conducting lobbying activities and is awarded the contract, the successful proposer will be required to provide a copy of the Lobbyist Registration and Disclosure Form, completed and verified by that individual/organization.

PLEASE NOTE:

- If a bidder has previously submitted the Disclosure Forms in the Nassau County Vendor Portal, the bidder must ensure that the forms on file in the Portal are current, accurate, and have been recertified within three (3) months prior to the bid opening date. The bidder must also ensure that their response to question 7, and its subparts, on the Consultant's, Contractor's, and Vendor's Disclosure Form is provided in relation to the specific solicitation under consideration.

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Antonello Schifano
BIDDER

Admin Office Manager
TITLE

REQUESTS FOR INFORMATION OR CLARIFICATION

Before bidding, bidders must examine all of the Contract documents, including the specifications, any drawings, and all instructions. If the bidder finds any inconsistency, ambiguity, omission or error in the specifications, drawings, instructions or any other Contract document, or if the bidder is in doubt as to the meaning of any term or condition of the Contract, the bidder must promptly so notify the **Office of Purchasing** in writing prior to the bid opening. The failure of the bidder to notify the **Office of Purchasing**, prior to the bid opening of any inconsistency, ambiguity, omission or error that the bidder actually found, or that should have been discovered by a reasonably prudent bidder, will preclude and negate acceptance of the bidder's claim.

If the **Office of Purchasing** receives a notification from a bidder of a differing site condition or an inconsistency, ambiguity, omission or error in the Contract documents, the **Office of Purchasing** will, as it deems necessary or desirable, issue a written interpretation or correction to the Contract documents as an amendment to the Contract documents. Any such amendment will be made available electronically to each person that received a copy of the Contract documents as reflected in the records of the **Office of Purchasing**, and any such amendment will also be available at the place where the Contract documents are available for inspection by prospective bidders.

Upon such mailing or delivery, such amendment shall become part of the Contract documents and shall be binding on all bidders, whether or not they have had actual notice of such addendum.

Please note that all bidder requests for information or clarification must be received by the Authority at least 72 hours prior to the bid opening. Any bidder requests for information or issues with the contract documents presented after that time may not be addressed by the Office of Purchasing.

Ordinance # 153-2018

Pursuant to Ordinance # 153-2018, a bidder that is awarded a contract under this bid is required to pay the County an administrative service charge in accordance with the following schedule:

<u>Value of Contract</u>	<u>Administrative Fee</u>
\$0-\$10,000	\$0
Over \$10,000-\$50,000	\$160
Over \$50,000-\$100,000	\$266
Over \$100,000	\$533

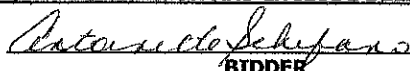
After an award, the successful bidder(s) will be notified by the Director of Shared Services, or their designee, when payment of the administrative charge is due. Please note, if you are a religious, charitable, nonprofit, or not-for-profit organization, please include this information in your bid for consideration by the Director of the Shared Services to waive the fee.

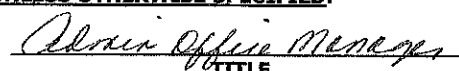
Ordinance # 72-2014

The bidder declares that they are a registered vendor with the County. All registered vendors must pay a Two Hundred Seventy-Five Dollar (\$275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under Ordinance # 72-2014.

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TITLE

INTENT

SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing a Culture Sampling and Analysis of Cooling Towers service for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the price bid.

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services will be made under Blanket Orders.

PERIOD COVERED: Shall be for one (1) year from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (4) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.

AWARD: Award, if any, will be made to the lowest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The Director of Purchasing reserves the right to make an award be items, groups, or classes of items or as a whole. Awards will be made in accordance with the terms and conditions attached hereto and made part hereof.

DELIVERY: Bidders are required to state guaranteed delivery date in terms of days after receipt of order in the space provided below and on page one. Bidders are cautioned to post realistic delivery dates. Guaranteed delivery dates will be strictly enforced. Must be made within 15 days A/R/O unless stated otherwise below:

Delivery to be made 7-10 **Days A/R/O.**

Delivery shall be made **ONLY** upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries.

Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT.

PRICE DISCREPANCY: In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

PARTICIPATION BY POLITICAL SUBDIVISIONS: The successful vendor agrees that all political subdivisions of New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases hereunder.

INSPECTION: Bidders should be aware of Inspection and Delivery requirements as stipulated.

RETENTION OF BID: Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.

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Danette Schiano
BIDDER

Admin Office Manager
TITLE

PRICE PROTECTION: Bidders are required to state period of price protection (in terms of days) after the bid opening.

STATE PRICE PROTECTION PERIOD: 60 **DAYS AFTER BID OPENING**

PAYMENT IN DETAIL: Billing shall be rendered in detail, listing parts and materials used, their prices and labor shown in hours and extended rates.

TAX PROVISION: Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538 State Exemption #EX 7213062C. The County of Nassau is not subject to any Existing "Fair Trade Agreements" and bidders should be governed accordingly.

RECORD RETENTION: Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

FIRM PRICES: Price shall remain firm for the first year of the Blanket Purchase Order and no upward escalation will be permitted. Thereafter, increases in labor and/or material(s) costs may be considered provided they are based on certified labor contracts, uncontrollable materials costs which can be verified in national publications or other increases auditable by the County of Nassau. The burden of proof for such increases shall be upon the Contractor and shall be formally directed to the Director of Purchasing. The decision as to whether or not such increases will be granted shall be made by the Director of Purchasing and shall be final. In the event an increase is not granted when requested, the Contractor may elect to continue at the bid prices or given written notice of termination, upon receipt of which the Blanket Purchase Order will be re-bid.

EVALUATION:

The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he, his bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

GOVERNING LAW: Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of law's provisions thereof.

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Antwanette Schifano
BIDDER

Adrian Apiaorhenger
TITLE

NAMES ONLY AT BID OPENING: At the bid opening, ONLY the bidder's names will be read. Unit prices will NOT be read but will be available when bid summary sheet is prepared.

ADDITIONAL BIDS: The County reserves the right, for any un-contemplated additional requirements of extraordinary quantities of particular items to call for new bids, therefore, whenever in the opinion of the Director of the Office of Purchase it is in the best interests of the County of Nassau to do so.

PRICE LISTS AND DISCOUNTS: Bidders may attach price lists and catalogs indicating discounts available to the County for all other products not listed herein. New items may be added to the price list at the then current price at the same discount schedule during the life of the contract.

NON-ASSIGNMENT: In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of Nassau County and any attempts to assign the contract without the County's written consent are null and void.

NON-PERFORMANCE: The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County Department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County will arrange for the work to be done by another contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

DISCLAIMER

Any Blanket Purchase Order issued as a result of this bid will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period upon issuance by the County of Delivery Orders. The Blanket Purchase Order is non-exclusive, and the County is not bound to purchase, and no materials are to be delivered or services performed without a Delivery Order. The County shall be under no obligation whatsoever to issue such Delivery Orders. The Blanket Purchase shall not apply in any way to items of material or service deemed by the County in its sole discretion to be extraordinary or involve any special conditions, quantities, circumstances or complexities.

ACCESS CLAUSE: Contractor, including its satellites, offices and/or subcontractors, if any, shall maintain full and complete books and records of accounts pertaining to this agreement, in accordance with accepted accounting practices and such other records as may be reasonably prescribed by the County of Nassau. Such books and records shall at all times be available for audit and inspection by the completion of all the services described in this agreement. Contractor further agrees that if any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the Contractor agrees that it will make available upon written request by the Secretary of Health and Human Services, or the Comptroller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of six (6) years after the furnishing of any of the services described in this contract.

TERMINATION PREROGATIVE: The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE *Antonio Schifano*
BIDDER

Admin Office Manager
TITLE

VENDOR RESPONSIBILITY CRITERIA: The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

IMPORTANT NOTE: The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

BILLING: Shall be made on County claim forms or Certified Invoices to the individual using County Agency upon completion of deliveries made against applicable Purchase Order(s) or Direct Purchase Order(s).

NO PARTIAL PAYMENTS WILL BE PAID.

*****VENDOR CLAIM CERTIFICATION*****

IF A CLAIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CERTIFICATION **MUST** APPEAR ON THE INVOICE:

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHASE ORDER, DIRECT PURCHASE ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

CLAIMANT NAME	DATE
BY (SIGNATURE)	TITLE

*CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID**

Vendors may download claim form NIFS560 at the following URL:

<https://www.nassaucountyny.gov/DocumentCenter/View/2735/ClaimVoucherFormBlank?bidId=>

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

Antonio Schifano
BIDDER

Admin Office Manager
TITLE

PAYMENT: A certified invoice, or a County claim form to which the invoice is attached, shall be submitted in arrears, directly to the using agency, supported by vouchers signed by agency personnel attesting to satisfactory completion of the required services as specified.

*******VENDOR CLAIM CERTIFICATION*******

If a claim voucher is not being submitted, the following certification MUST appear on the invoice:

I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices charged are in accordance with referenced purchase order, delivery order or contract, that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.

_____	_____
Claimant Name	Date
_____	_____
By Signature	Title

CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID.

Vendors may download claim form NIFS560 at the following URL:

<http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf>

WARRANTY: The successful bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the using department and/or agency of the equipment, other than defects or failure shown by the Contractor that have arisen solely from accident or abuse occurring after delivery to the Nassau County agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fail from the above reasons.

IMPORTANT NOTES: If a company policy or trade practice requires a different warranty period, the bidder may so state without fear of disqualifications. However, the bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award.

Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1970.

BIDDER SHALL STATE WARRANTY
PERIOD: 1 year / 365 days

NOTE: All warranties take effect only upon written acceptance of equipment by using agency and shall run full term from that point.

BIDDER SHALL INDICATE COST AND TERM OF ANY EXTENDED WARRANTY OPTION, IF AVAILABLE:

none

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE	<u><i>Caterine Schiano</i></u>	<u><i>Admin Officer Manager</i></u>
	BIDDER	TITLE

COMPREHENSIVE AND GENERAL LIABILITY AND HOLD HARMLESS: The Contractor agrees to indemnify and hold harmless the County of Nassau, its agents, officers and employees against any and all claims, causes of action, costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from any act of omission or commission of Contractor, its officers, agents, or employees. Contractor shall, at Nassau County's demand, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought or instituted against Nassau County, its agents, officers, or employees on any such claim, demand or cause of action, and Contractor shall pay and satisfy any judgment or decree which may be rendered against Nassau County, its agents, officers, or employees in any such suit, action or legal proceeding.

The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single minimum limit of three million dollars (\$3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

Bidder shall list below the Insurance Company(s) holding the following documents:

A) Certificate of Insurance name the County of Nassau as co-insured:

Or

B) Certificate of Insurance with indemnification agreement (hold harmless clause):

Lloyd's of London

Lloyds of London

NASSAU COUNTY MUST BE NAMED AS AN ADDITIONAL INSURED

GENERAL CONDITIONS:

All repairs to be made in accordance with the Occupational Safety and Health Administration safety requirements.

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements and must adhere to them.

All parts supplied must match and inter-member without modification to the designated equipment and must be in accordance with the specifications of the manufacturer of the part to be replaced.

Except as otherwise specified, all contract requirements will be performed at the site as required.

Any requirement to remove any part of the equipment or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County shall supply all utilities which are available on location insofar as compatibility requirements permit.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

Employees of the Contractor, while on service call, shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request of security or supervisory personnel of Nassau County.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

Antoniello Schipani
BIDDER

Adrian Offici Manager
TITLE

NOTICE

READ THIS PAGE OF THE BID CAREFULLY

ALL BIDDERS MUST COMPLY WITH THIS REQUIREMENT OR YOUR BID WILL BE AUTOMATICALLY REJECTED

RIGHT TO KNOW LAW AND "OSHA"

PURSUANT TO ARTICLE 28, SECTION 876 OF THE LABOR LAW OF THE STATE OF NEW YORK, THE COUNTY OF NASSAU HAS MANDATED EMPLOYER'S RESPONSIBILITY TO PROVIDE NOTICE TO EMPLOYEES REGARDING TOXIC SUBSTANCES. TO SATISFY THIS MANDATED REQUIREMENT, WE MUST ASK FOR YOUR COOPERATION. SOME OF THE MATERIAL ON THIS BID MAY CONTAIN TOXIC SUBSTANCES. THEREFORE, YOU MUST SUBMIT, WITH YOUR BID, "**MATERIAL SAFETY DATA SHEETS**" FOR ALL MATERIALS TO BE SUPPLIED PURSUANT TO THIS BID.

FAILURE TO PROVIDE THIS INFORMATION WITH THE BID WILL RESULT IN
AUTOMATIC REJECTION OF THE BID.

IF YOUR PRODUCT **DOES NOT** CONTAIN TOXIC SUBSTANCES, PLEASE SIGN THE FOLLOWING CERTIFICATION:

CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE READ THE NASSAU COUNTY NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED one (1) DO NOT CONTAIN ANY TOXIC SUBSTANCES.

X Theresa Schifano
Signature

Pres.
Title

12/11/23
Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Gloria Schifano
BIDDER

John Offici Manager
TITLE

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

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

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

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

this 11th day of December, 20 23 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: Aqua Treat Ltd

Address: 110 South 2 street

Street: New Hyde Park NY 11040

City, Town, etc: _____

Telephone: 516 775-1030 Title: President

If applicable, responsible Corporate Officer

Name Theresa Schifano Title President

Signature: Theresa Schifano 

FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE MAY RESULT IN AUTOMATIC REJECTION OF THE BID.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Theresa Schifano
BIDDER

Admin Office Manager
TITLE

GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT, CROSS-OUTS OR LIFT-OFF TAPE** **MUST BE INITIALED** or that entry will be disqualified.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when placed in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Bidders **MUST** state manufacturer's name and catalog number of each item bid.

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number: A-109538

State Exemption Number: EX 7213062C

Inside (receiving dock) delivery is required on all orders.

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

Bid document must be signed by proprietor, partner or corporate officer.

The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 4 for further details

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

Antonio J. Schepano
BIDDER

Admin. Office Manager
TITLE

NY STATE LABOR LAW

If any portion of work being Bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

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

i. Public Works Labor Law Article 8 applies to county contracts for public improvements in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts).

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

b. Prevailing Wage Rate Applicable to Bid Submissions *A copy of the applicable prevailing wage rates to be paid or provided are annexed to the Bid Documents.* Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in debarment from the bidding and award of public contracts.

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

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

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

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

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the project manager for a public works project.

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

If this contract is for Building Service Work as defined in Article 9 of the Labor Law, State law prohibits other political subdivisions and districts within the County from making purchases pursuant to this agreement.

The County Living Wage Law, Title 57, Section 3(a)(i), states: employers who provide building services shall pay their employees no less than the living wage, as required by this section, or the prevailing wage, whichever is greater. In future bidding procedures, the requirement should be "vendor must pay the prevailing wage, or the County Living Wage, whichever is greater", or similar language.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

Antonette Schepers
BIDDER

Admin Office Manager
TITLE

Living Wage

Section 1. Authority and Usage

- a. These Rules are promulgated pursuant to Local Law 1-2006, section 7(b) which authorizes the County Executive to promulgate rules to implement the provisions of the Nassau County Living Wage Law.
- b. Wherever the term "Law" or "Living Wage Law" is used in this document, it shall mean Local Law 1-2006, otherwise known as the Nassau County Living Wage Law. Whenever the terms "Rule" or "Rules" are used in this document, it shall mean these Rules of the County Executive regarding the Nassau County Living Wage Law.

Section 2. Clarification of Terms

- a. Awarded. "Awarded" shall mean that time at which a contractor is selected by the County, or any department of the County, to receive county financial assistance, even if that time is before execution of a county financial assistance agreement by all parties or approval of such agreement by the County Legislature.

See Living Wage Law, § 5(a) "Certification of Compliance" and § 10 "Other Provisions"

- b. County Service Contract. "County Service Contract" shall mean any contract let to a contractor by the county for the furnishing of services to or for the county and that involves an expenditure equal to or greater than twenty-five thousand dollars. A contract for the sale of goods to the County, or a contract for the sale of goods where incidental services are being provided to the County, are not considered County Service Contracts. This definition shall not include contracts awarded pursuant to the county's emergency procurement procedure as set forth in section twenty-two hundred six of the county charter, inter-governmental agreements, agreements with state or local public authorities or agreements with local development corporations incorporated pursuant to section 1411 of the not-for-profit corporations law.

- c. County Financial Assistance. "County Financial Assistance" shall mean any grant, loan, tax incentive or abatement, bond financing, subsidy or other form of assistance of more than fifty thousand dollars given by or through the authority or approval of the county to an entity having at least ten employees. County financial assistance shall not include industrial development bonds, community development block grant loans, and enterprise-zone-related incentives.

- d. Employee and Employer.

i. Under Section 1 of the Living Wage Law, an "Employee" for the purposes of a county service contract is an employee of a county contractor "pursuant to one or more service contracts and who expends any of his or her time thereon." Thus, an Employee may be:

A. Any person hired by a County contractor specifically to work on the County Service Contract at issue

B. Any person employed by the County Contractor who works on the specific services contemplated by the County Service Contract

ii. An Employee is not:

A. An employee who provides services which are only incidental to the services specified in the County Service Contract.

An employee who does not provide any services contemplated under the County Service Contract in Question

iii. For the purposes of the Living Wage Law, Nassau Community College is not an employer as defined in the Law. However, service contractors, financial assistance recipients and lessees of the College are employers as defined in the law and are subject to the provisions of the Living Wage Law as they are applicable.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

Antoinette Schifano
BIDDER

Admin. Office Manager
TITLE

See Living Wage Law, § 1 "Employee," "Employer"

e. Enter Into. "Enter into" shall mean that time at which both parties have signed the contract in question.

See Living Wage Law, § 1 "County Service Contract" and § 10(a) "Other Provisions"

3. Amendments, Extensions and Renewals

a. Renewals and Extensions. Where an existing County Financial Assistance Agreement, County Service Contract, or County Lease is renewed or extended after the effective date of the Law, such agreement is a new County Financial Assistance Agreement, County Service Contract or County Lease, as the case may be, and is subject to the applicable provisions of the Law.

b. Determination of Applicability.

i. County Service Contracts.

A. Any renewal of a County Service Contract is subject to the Living Wage Law if the total expenditure by the County under the renewal is \$25,000 or greater.

B. If a County Service Contract is extended or otherwise amended, such extension or amendment will be subject to the provisions of the Law if such amendment increases the total expenditure under the original agreement to an amount \$25,000 or over, or if such amendment itself involves an expenditure of \$25,000 or over. In no event shall the Law apply in a situation where an amendment involves an expenditure of less than \$25,000 and the original agreement already involves an expenditure of \$25,000 or over.

ii. County Financial Assistance Agreements.

A. Any renewal of a County Financial Assistance Agreement is subject to the Living Wage Law if the total expenditure by the County under the renewal is greater than \$50,000.

B. If a Financial Assistance Agreement is extended or otherwise amended, such extension or amendment will be subject to the provisions of the Law if such amendment increases the total expenditure under the original agreement to an amount over \$50,000, or if such amendment itself involves an expenditure over \$50,000. In no event shall the Law apply in a situation where an amendment involves an expenditure of \$50,000 or less and the original agreement already involves an expenditure over \$50,000.

iii. County Leases. Any renewal, extension or modification of a County Lease is subject to the provisions of the Living Wage Law.

See Living Wage Law, §10(a) "Other Provisions"

4. Waiver of the Law

a. Application of the Provision

i. Any County Contractor may apply for a waiver of the provisions of the Law. In order to qualify as a County Contractor, the applying organization must have a County Service Contract with the County of Nassau. A County Service Contract is a contract which contemplates providing a service to the County (not goods or any service performed only to deliver goods) for which the County is paying \$25,000 or more. Both non-profit and for-profit County Contractors may apply for a waiver.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

Antoinette Schifano
BIDDER

Alvin Office Manager
TITLE

ii. At this time, the Living Wage Law does not allow a County Lessee or an entity receiving County Financial Assistance to apply for a waiver of the Law's provisions.

b. Request for a Waiver The following procedures have been established by the County Executive for requesting a waiver of the provisions of the Living Wage Law:

i. Request for a waiver must be made to the Nassau County Office of Compliance. Since a waiver request must be made by a County Contractor who already has a contract with the County to provide services, a request for a waiver may only be made after the contract in question is entered into with the County.

ii. A request for a waiver must be made on the approved form designated "Request for Waiver of the Provisions of the Nassau County Living Wage Law." This form is attached to these rules. Additional forms may be requested by contacting the agency with which the requesting organization has a contract.

iii. Except for those requesting organizations with County Service Contracts listed in section 4(b)(iv)(E)(3) below, those requesting organizations which plan to request a waiver once a County Service Contract has been entered into must include, in their bid or proposal for the specific County Service Contract, a budget breakdown stating the amount of the budget allocated to wages (*assuming the Living Wage Law applies*), and the amount of the budget allocated to services and other contract expenses.

A. In any budget breakdown submitted, the requesting organization must include only those employees who are included within the definition of "Employee" described above.

B. Those County contractors who have been awarded a contract through Executive Order No. 1 of 1993, a state or federal grant, General Municipal Law section 104, or any other state or federal rule or regulation must submit the above budget breakdown to the contracting agency before such contract is entered into with the County in order to be eligible for a waiver.

iv. A waiver request must contain the following information:

A. The name of the organization

B. The address of the organization

C. A brief description of the contract which the waiver pertains to.

D. The name and email address of the Chief Executive Officer of the requesting organization

E. The criteria (hereinafter, the "Criteria") for qualifying for a waiver under the provisions of the Law. Currently, a requesting organization must meet either Criteria 1, 2 or 3 below, and, if Criteria 1, 2 or 4 are cited, must meet Criterion 5 below:

1. The highest paid officer or employee of the requesting organization earns a salary which, when calculated on an hourly basis, is less than six times the lowest wage or salary paid by the requesting organization.

OR

2. Compliance with the requirements of the Living Wage Law will directly increase the requesting organization's expected total annual budget in an amount greater than ten percent of the prior fiscal year's budget.

OR

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3. The requesting organization is providing any of the following services to the County and compliance with the Living Wage Law would exceed the amount, per hour or per diem (as the case may be), reimbursed to the County by any State or Federal Source:

Services under the Expanded In-Home Services for the Elderly Program (EISEP)

Foster care services under the New York Social Services Law.

Residential domestic violence services under the New York Social Services Law.

Residential care, educational and vocational training, physical and mental health services, and employment counseling services to residents of the Juvenile Detention Center under the New York Executive Law.

OR

4. The requesting organization is providing any of the following services to the County and compliance with the Living Wage Law would increase the County Service Contract's budget by greater than ten percent over the budget for the requesting organization's County Service Contract for the previous contracting year:

i. Non-residential domestic violence services under the New York Social Services Law.

ii. Services under the Home Energy Assistance Program (HEAP)

Preventive services for children pursuant to the New York Social Services Law

Non-Secure detention services pursuant to the New York Executive Law.

AND (if Criteria 1, 2 or 4)

5. When the requesting organization placed a bid or submitted a proposal for the county service contract at issue, it must have submitted a budget which included a breakdown of the wages paid to employees of the requesting organization who would be covered under the Living Wage Law.

F. A statement that, if a waiver is granted, the requesting organization will decrease its budgeted wage allocation to that amount the requesting organization would have paid its employees had the requirements of Living Wage Law not been applied. The amount to be paid by the County to the requesting organization will be reduced accordingly by contract amendment.

G. The notarized signature of the requesting organization's Chief Executive Officer.

v. A request must be accompanied by documentation supporting the Criteria claimed by the requesting organization.

A. If Criteria (1) is cited in the request, the requestor must include a statement, certified by the chief financial officer of the requesting organization as true and accurate, of the wages paid, on an hourly basis, of the highest and lowest paid individuals employed by the requesting organization.

B. If Criteria (2) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the last fiscal year along with a copy of the organization's expected budget taking into account increases in salary as a result of compliance with the Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.

C. If Criteria (4) is cited in the request, the requestor must provide a copy of the requesting organization's budget for the County Service Contract for the prior agreement year along with the requesting organization's budget for the County Service Contract for the current agreement year which takes into account increases in salary as a result of compliance with the Living Wage Law. Both budgets must be certified as complete and accurate by the chief financial officer of the requesting organization.

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vi. The request form and all documentation must be sent to the following address:

County of Nassau Office of Compliance
Attention: Living Wage Waiver Request Office
One West Street – 4th Floor
Mineola, New York 11501

c. Waiver and Procurement

i. As a waiver may only be requested once a County Service Contract has been entered into, no waiver application may be submitted by any organization submitting a bid or proposal to the County for a County Service Contract.

ii. The fact that a waiver may be granted to an organization submitting a bid or proposal to the County for a County Service Contract will not be a consideration in evaluating such bid or proposal.

d. Review Procedures

i. Review of a request for a waiver must be made by the Office of Compliance.

ii. Approval of a request is dependent on the requestor satisfying either criteria (1), (2) or (3) in section 4(b)(iv)(E) above and, if citing criteria (1), (2) or (4), criterion (5) in section 4(b)(iv)(E) above. Applications not satisfying these criteria, or incomplete applications, will not be approved. However, complete applications that do meet these criteria shall be approved by the Office of Compliance.

iii. The Office of Compliance shall inform the requestor of his or her decision to grant or deny a request in writing within thirty days of receipt of the request. A copy of the grant or denial shall be transmitted to the County Comptroller for the purposes of monitoring compliance with the Living Wage Law.

iv. During such thirty-day period, the requestor must continue to abide by the provisions of the Living Wage Law. Failure to do so may result in action by the Office of the Nassau County Comptroller to enforce the provisions of the Law.

e. Post-Award Review

i. After the County grants a waiver, if at any time during the term of the County Service Contract the requesting organization alters its budget or wages such that the organization no longer qualifies for a waiver of the Living Wage Law, the requesting organization must contact the County department with which it contracts and inform such department of such alteration.

ii. If a County department is contacted in reference to such a change, the department must either:

Amend the County Service Contract in question to restore any funding subtracted from the contract as a result of a waiver of the Living Wage Law and receive from the Contractor a completed Certificate of Compliance; or

Terminate such Contract according to its terms.

See Living Wage Law, § 9 "Waiver"

5. Inter-Governmental Agreements

a. The Living Wage Law shall not apply to those County Service Contracts which are entered into with any municipal corporation located within the County, any school district located within the County, and any special district located within the County.

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b. County Financial Assistance Agreements and County Leases. The Living Wage Law shall not apply to a County Financial Assistance Agreement or a County Lease in the event that application of the law would conflict with the application of a federal, state or local law, rule, regulation or ordinance. For the purposes of this Rule, the Living Wage Law would not apply to a County Financial Assistance Agreement or County Lease where funding for the Agreement or Lease is derived from a Federal or state grant where the distribution of such grant funds to certain subrecipients is mandatory and non-discretionary.

See Living Wage Law, § 1 "County Service Contract," "Inter-governmental Agreement;" § 3 "Minimum Compensation;" §10 "Other Provisions"

6. Certification of Compliance

a. An updated certification of compliance with the provisions of the Living Wage Law shall be submitted to the County on or before the first day of each agreement year during the term of any County Service Contract.

b. For the purposes of updating a certification of compliance, a "material change" as used in the Law shall be limited to the following:

i. Any determination by the County Comptroller that the contractor has violated any provision of the Law.

ii. Any instance during the preceding year in which the contractor has been found by a court or governmental agency to have violated federal state or local laws regulating payment of wages or benefits, labor relations or occupational safety and health, or where any governmental body has initiated a judicial action, administrative proceeding or investigation of the contractor in regard to any of the above laws.

See Living Wage Law, § 5 "Certification of Compliance"

7. Nassau County Employees

a. All Nassau County Employees are covered by the provisions of the Living Wage Law, provided, however, that Nassau County Employees covered by the collective bargaining agreement between the County and the Civil Service Employees Association are not entitled to receive the benefits supplement rate as the term is defined in the Law. The provisions of the Law also extend to paid interns hired by the County.

b. The Living Wage Law does not apply to volunteer workers utilized by the County pursuant to the County's authority to use volunteer workers under § 2105 of the Nassau County Charter. As such, the Law does not cover unpaid interns utilized by the County.

See Living Wage Law, § 1 "Employee," "Employer;" § 10 "Other Provisions"

BIDDERS WALK THROUGH: A Walk-Thru will be held in a one-day period, at various locations (see bid for dates and times). All bidders shall be required to be present on the specified dates at the times listed on the Walk-Thru schedule.

A sign in sheet will be provided and become part of the bid. If any bidder's signature is omitted from the sheet his bid shall be disqualified. All bidders are required to attend the Walk-Thru and complete the entire walk through.

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SPECIFICATIONS:

ESTIMATE ANNUALLY: \$175,000.00

All commodities listed are for the purpose of complying with all Federal, State, and local laws, regulations, codes, guidance documents, and/or directives applicable to cooling towers including but not limited to: registering, reporting, preparing and implementing maintenance programs and plans, inspecting, certifying, testing, cleaning, sampling and disinfecting. Specifically, the vendor shall possess the requisite professional degrees, training and/or licenses to perform all the tasks required to be performed by the "owner" as such is defined by New York State Department of Health regulations codified at 10 N.Y.C.R.R. 4-1.3 through 4-1.10.

Any additional work required to meet additional or changed regulations codes, guidance documents, and/or directives applicable to cooling towers will be paid at a Plan B rate until such time as the contract is modified.

Title: Subpart 4-1 - Cooling Towers

Title: Section 4-1.1 - Scope

4-1.1 Scope.

All owners of cooling towers shall comply with this Subpart.

Title: Section 4-1.2 - Definitions

4-1.2 Definitions.

As used in this Subpart, the following terms shall have the following meanings:

- (a) *Bacteriologic culture sampling and analysis.* The term *bacteriologic culture sampling and analysis* means the collection of a water sample for the measurement of live culture growth of the aerobic bacterial populations by heterotrophic plate count (HPC), dip slides, or similar method used by the industry and according to the manufacturer's directions.
- (b) *Building.* The term *building* means any structure used or intended for supporting or sheltering any use or occupancy. The term shall be construed as if followed by the phrase "structure, premises, lot or part thereof" unless otherwise indicated by the text.
- (c) *Cooling Tower.* The term *cooling tower* means a cooling tower, evaporative condenser, fluid cooler or other wet cooling device that is capable of aerosolizing water, and that is part of, or contains, a recirculated water system and is incorporated into a building's cooling process, an industrial process, a refrigeration system, or an energy production system.
- (d) *Legionella culture sampling and analysis.* The term *Legionella culture sampling and analysis* means the collection of a water sample for the measurement of the live culture of *Legionella*

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involving the use of specialized media and laboratory methods for growth to determine the species and serogroup.

- (e) **Owner.** The term owner means any person, agent, firm, partnership, corporation or other legal entity having a legal or equitable interest in, or control of, a cooling tower or the premises where the cooling tower is located. In all instances, the legal owner of the building shall be deemed an owner within the meaning of the Subpart. Further, where a tenant owns a cooling tower that services the tenant's leased premises, the tenant is an "owner" within the meaning of this Subpart. Additionally, if a tenant does not own the cooling tower but has a lease or contractual arrangement to maintain the cooling tower, the tenant shall be deemed an agent having control of the cooling tower, and thus an "owner," for purposes of this Subpart.

Title: Section 4-1.3 - Electronic registration and reporting

4-1.3 Electronic registration and reporting.

- (a) **Registration.** All owners of cooling towers shall register such towers with the department, using a statewide electronic system designated by the department, prior to initial operation, and whenever any owner of the cooling tower changes. Such registration shall include, at a minimum, the following information:
- (1) street address of the building at which the cooling tower is located, with building identification number, if any;
 - (2) name(s), addresses(es), telephone number(s), and email address(es) of the owner(s) of the cooling tower;
 - (3) name of the manufacturer of the cooling tower;
 - (4) model number of the cooling tower;
 - (5) specific unit serial number of the cooling tower, if available;
 - (6) cooling capacity of the cooling tower;
 - (7) cooling tower system volume, inclusive of all piping, basin(s), and sump;
 - (8) intended use of the cooling tower;
 - (9) whether the cooling tower operates year-round or seasonally and, if seasonally, start and end date of operation;
 - (10) whether systematic disinfection in accordance with section 4-1.7 of this Subpart is maintained manually, through timed injection, or through continuous delivery;
 - (11) whether maintenance is performed by in-house personnel, by a contractor, or by other parties; and

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(12) year the cooling tower was placed into service.

(b) *Reporting*. Effective upon adoption of the regulation, at intervals of no more than 90 days while a cooling tower is in use, the owner of the cooling tower shall report to the department using the statewide electronic system:

(1) date of last bacteriological culture sample collection, the analysis result(s), and date of any required remedial action, pursuant to section 4-1.4(b)(1) of this Subpart;

(2) date of last *Legionella* culture sample collection, the analysis result(s), and date of any required remedial action, pursuant to section 4-1.4(b)(2) - (4) of this Subpart;

(3) date of last inspection, pursuant to section 4-1.8 of this Subpart;

(4) date of last certification, pursuant to section 4-1.8 of this Subpart;

(5) date of removal or permanent discontinued use of the cooling tower, if applicable; and

(6) such other information as shall be determined by the department.

(c) The department shall make data in the statewide electronic system publicly available, as appropriate. The statewide electronic system shall be made fully accessible and searchable to any local health department. Nothing in this Subpart shall preclude a local health department from requiring registration and reporting with a local system or collecting fees associated with the administration of such system.

(d) Where both a landlord and a tenant are considered "owners" of a cooling tower pursuant to Section 4-1.2 of this Subpart, either the owner or the tenant shall register the cooling tower. However, both parties are obligated to ensure that registration and reporting are completed as required by this Subpart.

Title: Section 4-1.4 - Maintenance program and plan

4-1.4 Maintenance program and plan.

(a) By September 1, 2016, and thereafter prior to initial start-up of a newly installed cooling tower, the owner shall obtain or update a maintenance program and plan for each cooling tower, developed in accordance with section 7.2 of Legionellosis: Risk Management for Building Water Systems

(ANSI/ASHRAE 188-2015), 2015 edition with final approval date of June 26, 2015, at pages 7-8, incorporated herein by reference. The latest edition of ASHRAE 188-2015 may be purchased from the ASHRAE website (www.ashrae.org) or from ASHRAE Customer Service, 1791 Tullie Circle, NE, Atlanta, GA 30329-2305. E-mail: orders@ashrae.org. Fax: 678-539-2129. Telephone: 404-636-8400, or toll free 1-800-527-4723. Copies are available for inspection and copying at: Center for Environmental Health, Corning Tower Room 1619, Empire State Plaza, Albany, NY 12237.

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(b) In addition, the maintenance program and plan shall include the following elements:

- (1) a schedule for routine bacteriological culture sampling and analysis to assess microbiological activity at intervals not to exceed 30 days while the cooling tower is in use, and that requires additional bacteriological culture sampling and analysis, as needed, to validate process adjustments;
- (2) a schedule for routine *Legionella* culture sampling and analysis within 14 days of seasonal start-up and, thereafter, at intervals not to exceed 90 days while the cooling tower is in use. Cooling towers in use year-round must sample at intervals not to exceed 90 days, and within two weeks after start-up following maintenance;
- (3) in addition to the routine *Legionella* culture sampling and analysis required by paragraph (2) of this subdivision, conditions that require immediate *Legionella* culture sampling and analysis, which shall include, but are not limited to:
 - (i) power failure of sufficient duration to allow for the growth of bacteria;
 - (ii) loss of biocide treatment of sufficient duration to allow for the growth of bacteria
 - (iii) failure of conductivity control, or any other control methods, to maintain proper cycles of concentration;
 - (iv) a determination by the department or local health department that one or more cases of legionellosis is or may be associated with the cooling tower, based upon epidemiologic data or laboratory testing; and
 - (v) any other conditions specified by the department or local health department.
- (4) provisions requiring immediate and appropriate action, including remedial action, in response to bacteriological and *Legionella* culture analyses. For *Legionella* culture analyses, such provisions shall include, but not be limited to, taking all responsive actions required by Appendix 4-A, including contacting the local health department within 24 hours pursuant to the conditions specified in section 4-1.6 of this Subpart;
- (5) provisions requiring that any and all *Legionella* culture analyses must be performed in accordance with section 4-1.5 of this Subpart;
- (6) a shutdown and disinfection plan for removing or permanently discontinuing use of a cooling tower;
- (7) provisions requiring treatment and manual or automated flushing of any piping, basin, sump, or wetted surface during idle conditions; and
- (8) provisions requiring cleaning and disinfection prior to startup of a stagnant cooling tower that has been shut down without treatment and recirculation for more than five consecutive days.

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Title: Section 4-1.5 - Legionella culture analysis

4-1.5 Legionella culture analysis.

All Legionella culture analyses must be performed by a laboratory that is approved to perform such analysis by the New York State Environmental Laboratory Approval Program (ELAP).
Statutory Authority

Title: Section 4-1.6 - Notification

4-1.6 Notification.

- (a) The owner of a cooling tower shall notify the local health department within 24 hours of receipt of a Legionella culture sample result that exceeds 1,000 colony forming units per milliliter (CFU/mL). The local health department shall notify the state department of health with 24 hours of receipt of such a report.
- (b) The owner shall notify the public of such test results in a manner determined by the local health department or, in the event that the department elects to determine the manner of public notification, by the department.

Title: Section 4-1.7 - Disinfection

4-1.7 Disinfection.

- (a) Any person who disinfects a cooling tower shall be a commercial pesticide applicator or pesticide technician who is qualified to apply biocide in a cooling tower and certified in accordance with the requirements of Article 33 of the Environmental Conservation Law and 6 NYCRR Part 325, or a pesticide apprentice under the supervision of a certified applicator.
- (b) The name and certification number of the applicator or the business name and registration number of the company providing the disinfection shall be maintained on-site in accordance with section 4-1.9 of this subpart.
- (c) Only biocide products registered by the New York State Department of Environmental Conservation for use in cooling towers or pesticidal devices produced in a USEPA registered establishment may be used in disinfection.
- (d) The terms "disinfect" and "disinfection" in this Part means the control of microorganisms or microbial growth. The term "disinfection" shall not include the cleaning of a cooling tower through application of detergents, penetrants, brushes or other tools, high-powered water, or any other method that does not involve the use of a pesticide, as defined in 6 NYCRR Part 325.

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Title: Section 4-1.8 - Inspection and certification

4-1.8 Inspection and certification.

(a) Inspection.

- (1) All owners of cooling towers shall ensure that such towers are inspected prior to seasonal start-up and at intervals not exceeding every 90 days while in use. Year-round towers shall be inspected at intervals not exceeding every 90 days and prior to start-up, following maintenance.
- (2) All inspections shall be performed by a: New York State licensed professional engineer; certified industrial hygienist; certified water technologist; environmental consultant or water treatment professional with training and experience performing inspections in accordance with current standard industry protocols including, but not limited to ASHRAE 188-2015, as incorporated by section 4-1.4 of this Subpart.
- (3) Each inspection shall include an evaluation of the:
 - (i) cooling tower and associated equipment for the presence of organic material, biofilm, algae, debris and other visible contaminants;
 - (ii) general condition of the cooling tower basin, remote sump, packing material, and drift eliminators;
 - (iii) water make-up connections and control, including backflow protection and/or airgaps as needed;
 - (iv) proper functioning of the conductivity control; and
 - (v) proper functioning of all water treatment equipment, including, but not limited to, pumps, timers, valves, and strain gauges.
- (4) Any deficiencies found during inspection shall be reported to the owner for immediate corrective action. A person qualified to inspect pursuant to subdivision.

(a) of this section shall document all deficiencies, and all completed corrective actions.

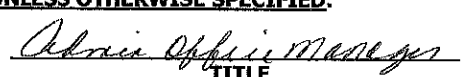
(b) *Certification.* By November 1, 2016, and by November 1st of each year thereafter, the owner of a cooling tower shall obtain a certification from a person identified in subdivision (a) of this section, that such cooling tower has a maintenance program and plan, and that all activities within that plan or required by this Subpart were implemented, including but not limited to:

- (1) all bacteriological culture sampling and analysis;
- (2) all *Legionella* culture sampling and analysis, including any immediate *Legionella* culture sampling and analysis performed pursuant to paragraphs (b)(3) and (b)(4) of section 4-1.4 of this Subpart;
- (3) any disinfection performed pursuant to section 4-1.7 of this Subpart; and
- (4) all inspections performed pursuant subdivision (a) of this section.

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- (c) *Reporting.* All inspection findings, deficiencies, and corrective actions, and all certifications, shall be reported to the owner, who shall retain such information, in accordance with section 4-1.9 of this Subpart.

Title: Section 4-1.9 - Recordkeeping

4-1.9 Recordkeeping.

The owner of a cooling tower shall maintain records for at least three years of all sampling and analyses; disinfection schedules and applications; inspection findings, deficiencies, and corrective actions; and certifications. An owner shall maintain a copy of the maintenance program and plan required by this Subpart on the premises where a cooling tower is located. Such records and plan shall be made available to the department or local health department immediately upon request.

Title: Section 4-1.10 - Enforcement

4-1.10 Enforcement.

- (a) The department or local health department may require any owner to conduct *Legionella* culture sampling and analysis, following a determination, based upon epidemiologic data or laboratory testing, that one or more cases of legionellosis are or may be associated with a cooling tower.
- (b) An officer or employee of the department or local health department may enter onto any property to inspect a cooling tower for compliance with the requirements of this Subpart, in accordance with applicable law and may take water samples as part of such inspections.
- (c) Where an owner does not register, have a maintenance program and plan, obtain certification, disinfect, perform or obtain culture sampling and analysis, or inspect a cooling tower within the time and manner set forth in this Subpart, the department or local health department may determine that such condition constitutes a nuisance and may take such action as authorized by law. The department or local health department may also take any other action authorized by law.
- (d) A violation of any provision of this Subpart is subject to all civil and criminal penalties as provided for by law. Each day that an owner remains in violation of any provision of this Subpart shall constitute a separate and distinct violation of each such provision.

Title: Section 4-1.11 - Variances and waivers

4-1.11 Variances and waivers.

- (a) *Variances.* In order to allow time for compliance with this Subpart, an owner may submit a written application to a local health department for a variance from any provision of this Subpart, for a period not exceeding 90 days, accompanied by an explanation of why such variance will not

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present a danger to public health. With the approval of the department, the local health department may approve such application for a variance in writing, subject to any conditions that the department or local health department may deem appropriate to protect public health. The local health department or department may revoke such variance upon a determination that the variance may present a danger to public health.

- (b) Waivers. The department may issue a written general or specific waiver with respect to any provision of this Subpart, subject to any conditions the department may deem appropriate, where the department is satisfied that such waiver will not present a danger to public health. The department may revoke such waiver upon a determination that the waiver may present a danger to public health.

Title: Section 4-1.12 - Severability

4-1.12 Severability.

If any provisions of this Subpart or the application thereof to any person or entity or circumstance is adjudged invalid by a court of competent jurisdiction, such judgment shall not affect or impair the validity of the other provisions of this Subpart or the application thereof to other persons, entities, and circumstances.

Note:

- 1) Cooling tower cleanings are to be handled by Nassau County
- 2) Cooling tower disinfections are covered in Item #4, "Oxidizer and Non-Oxidizer monthly fee".
- 3) Annual certifications are covered under "Cooling Tower Registration".
- 4) Uploading of annual certifications is listed under the "30-Day bacteriological culture sampling and Analysis.

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Water Treatment Services (Pricing by Locations)

**HEMPSTEAD DISTRICT COURT
99 MAIN ST, HEMPSTEAD, NY**

1 COOLING TOWER (MAY-OCT)

1	Cooling Tower Registration onetime fee	EA	\$ <u>100.00</u>
2	Maintenance Program and Plan	EA	\$ <u>100.00</u>
3	Startup Inspection	EA	\$ <u>150.00</u>
4	Oxidizer and non-oxidizer monthly fee	EA	\$ <u>100.00</u>
	a) Corrosion Inhibitors Monthly Fee	EA	\$ <u>100.00</u>
	b) Algicides and Biocide Monthly Fee	EA	\$ <u>100.00</u>
	c) Scale Inhibitors Monthly Fee	EA	\$ <u>50.00</u>
5	14-day compliance inspection after startup <i>Legionella</i> culture sampling and analysis	EA	\$ <u>250.00</u>
6	30-day bacteriological culture sampling and analysis	EA	\$ <u>60</u>
7	90-day compliance inspection <i>Legionella</i> culture sampling and analysis, physical cooling tower inspection and certification	EA	\$ <u>250.00</u>
8	Increase Biocide per <u>gallon</u>	EA	\$ <u>40.00</u>
9	Retest	EA	\$ <u>300.00</u>
10	Shutdown for removing or permanently discontinuing use of a cooling tower	EA	\$ <u>1000.00</u>

**SUPREME COURT
100 SUPREME COURT DR, MINEOLA, NY**

2 COOLING TOWERS (MAY-OCT)

11	Cooling Tower Registration onetime fee	EA	\$ <u>100.00</u>
12	Maintenance Program and Plan	EA	\$ <u>100.00</u>
13	Startup Inspection	EA	\$ <u>150.00</u>
14	Oxidizer and non-oxidizer monthly fee	EA	\$ <u>200.00</u>
	a) Corrosion Inhibitors Monthly Fee	EA	\$ <u>200.00</u>
	b) Algicides and Biocide Monthly Fee	EA	\$ <u>100.00</u>

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**OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL
96896-12143-269**

	c) Scale Inhibitors Monthly Fee	EA	\$ <u>50.00</u>
15	14-day compliance inspection after startup <i>Legionella</i> culture sampling and analysis	EA	\$ <u>250.00</u>
16	30-day bacteriological culture sampling and analysis	EA	\$ <u>60.00</u>
17	90-day compliance inspection <i>Legionella</i> culture sampling and analysis, physical cooling tower inspection and certification	EA	\$ <u>250.00</u>
18	Increase Biocide per <u>gallon</u>	EA	\$ <u>40.00</u>
19	Retest	EA	\$ <u>300.00</u>
20	Shutdown for removing or permanently discontinuing use of a cooling tower	EA	\$ <u>1000.00</u>

**COUNTY COURT HOUSE
262 OLD COUNTRY, RD MINEOLA, NY**

2 X BAC TOWERS (MAY-OCT)

21	Cooling Tower Registration onetime fee	EA	\$ <u>100.00</u>
22	Maintenance Program and Plan	EA	\$ <u>100.00</u>
23	Startup Inspection	EA	\$ <u>150.00</u>
24	Oxidizer and non-oxidizer monthly fee	EA	\$ <u>200.00</u>
	a) Corrosion Inhibitors Monthly Fee	EA	\$ <u>200.00</u>
	b) Algicides and Biocide Monthly Fee	EA	\$ <u>100.00</u>
	c) Scale Inhibitors Monthly Fee	EA	\$ <u>50.00</u>
25	14-day compliance inspection after startup <i>Legionella</i> culture sampling and analysis	EA	\$ <u>250.00</u>
26	30-day bacteriological culture sampling and analysis	EA	\$ <u>60.00</u>
27	90-day compliance inspection <i>Legionella</i> culture sampling and analysis, physical cooling tower inspection and certification	EA	\$ <u>250.00</u>
28	Increase Biocide per <u>gallon</u>	EA	\$ <u>40.00</u>
29	Retest	EA	\$ <u>300.00</u>
30	Shutdown for removing or permanently discontinuing use of a cooling tower	EA	\$ <u>1000.00</u>

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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Antonio Schifano
BIDDER

Admin Office Manager
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
96896-12143-269

POLICE DEPT HDQT
1490 FRANKLIN AVE, MINEOLA, NY

2 COOLING TOWERS (MAY-OCT)

31	Cooling Tower Registration onetime fee	EA	\$ <u>100.00</u>
32	Maintenance Program and Plan	EA	\$ <u>100.00</u>
33	Startup Inspection	EA	\$ <u>150.00</u>
34	Oxidizer and non-oxidizer monthly fee	EA	\$ <u>100.00</u>
	a) Corrosion Inhibitors Monthly Fee	EA	\$ <u>100.00</u>
	b) Algicides and Biocide Monthly Fee	EA	\$ <u>100.00</u>
	c) Scale Inhibitors Monthly Fee	EA	\$ <u>50.00</u>
35	14-day compliance inspection after startup <i>Legionella</i> culture sampling and analysis	EA	\$ <u>250.00</u>
36	30-day bacteriological culture sampling and analysis	EA	\$ <u>60.00</u>
37	90-day compliance inspection <i>Legionella</i> culture sampling and analysis, physical cooling tower inspection and certification	EA	\$ <u>250.00</u>
38	Increase Biocide per <u>gallon</u>	EA	\$ <u>40.00</u>
39	Retest	EA	\$ <u>300.00</u>
40	Shutdown for removing or permanently discontinuing use of a cooling tower	EA	\$ <u>500.00</u>

FAMILY COURT
1200 OLD COUNTRY RD, WESTBURY, NY

2 TOWERS (MAY-OCT)

41	Cooling Tower Registration onetime fee	EA	\$ <u>100.00</u>
42	Maintenance Program and Plan	EA	\$ <u>100.00</u>
43	Startup Inspection	EA	\$ <u>150.00</u>
44	Oxidizer and non-oxidizer monthly fee	EA	\$ <u>100.00</u>
	a) Corrosion Inhibitors Monthly Fee	EA	\$ <u>100.00</u>
	b) Algicides and Biocide Monthly Fee	EA	\$ <u>100.00</u>
	c) Scale Inhibitors Monthly Fee	EA	\$ <u>50.00</u>
45	14-day compliance inspection after startup <i>Legionella</i> culture sampling and analysis	EA	\$ <u>250.00</u>

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Antoinette Schifano

BIDDER

Admin Office Manager

TITLE

**OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL
96896-12143-269**

46	30-day bacteriological culture sampling and analysis	EA	\$ <u>60.00</u>
47	90-day compliance inspection <i>Legionella</i> culture sampling and analysis, physical cooling tower inspection and certification	EA	\$ <u>250.00</u>
48	Increase Biocide per <u>gallon</u>	EA	\$ <u>40.00</u>
49	Retest	EA	\$ <u>300.00</u>
50	Shutdown for removing or permanently discontinuing use of a cooling tower	EA	\$ <u>600.00</u>

**OFFICE BUILDING
240 OLD COUNTRY RD, MINEOLA, NY**

2 CARRIER CHILLERS (MAY-OCT)

51	Cooling Tower Registration onetime fee	EA	\$ <u>100.00</u>
52	Maintenance Program and Plan	EA	\$ <u>100.00</u>
53	Startup Inspection	EA	\$ <u>150.00</u>
54	Oxidizer and non-oxidizer monthly fee	EA	\$ <u>100.00</u>
	a) Corrosion Inhibitors Monthly Fee	EA	\$ <u>100.00</u>
	b) Algicides and Biocide Monthly Fee	EA	\$ <u>100.00</u>
	c) Scale Inhibitors Monthly Fee	EA	\$ <u>50.00</u>
55	14-day compliance inspection after startup <i>Legionella</i> culture sampling and analysis	EA	\$ <u>250.00</u>
56	30-day bacteriological culture sampling and analysis	EA	\$ <u>60.00</u>
57	90-day compliance inspection <i>Legionella</i> culture sampling and analysis, physical cooling tower inspection and certification	EA	\$ <u>250.00</u>
58	Increase Biocide per <u>gallon</u>	EA	\$ <u>40.00</u>
59	Retest	EA	\$ <u>300.00</u>
60	Shutdown for removing or permanently discontinuing use of a cooling tower	EA	\$ <u>400.00</u>

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Antonia B. Schifano
BIDDER

Admin Office Manager
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
96896-12143-269

EXECUTIVE BUILDING
ONE WEST ST, MINOLA, NY

2 COOLING TOWERS (MAY-OCT)

61	Cooling Tower Registration onetime fee	EA	\$ <u>100.00</u>
62	Maintenance Program and Plan	EA	\$ <u>100.00</u>
63	Startup Inspection	EA	\$ <u>150.00</u>
64	Oxidizer and non-oxidizer monthly fee	EA	\$ <u>100.00</u>
	a) Corrosion Inhibitors Monthly Fee	EA	\$ <u>100.00</u>
	b) Algicides and Biocide Monthly Fee	EA	\$ <u>100.00</u>
	c) Scale Inhibitors Monthly Fee	EA	\$ <u>50.00</u>
65	14-day compliance inspection after startup <i>Legionella</i> culture sampling and analysis	EA	\$ <u>250.00</u>
66	30-day bacteriological culture sampling and analysis	EA	\$ <u>60.00</u>
67	90-day compliance inspection <i>Legionella</i> culture sampling and analysis, physical cooling tower inspection and certification	EA	\$ <u>250.00</u>
68	Increase Biocide per <u>gallon</u>	EA	\$ <u>40.00</u>
69	Retest	EA	\$ <u>300.00</u>
70	Shutdown for removing or permanently discontinuing use of a cooling tower	EA	\$ <u>500.00</u>

THEODORE ROOSEVELT BUILDING
1550 FRANKLIN AVE, MINEOLA, NY

2 COOLING TOWERS (MAY-OCT)

71	Cooling Tower Registration onetime fee	EA	\$ <u>100.00</u>
72	Maintenance Program and Plan	EA	\$ <u>100.00</u>
73	Startup Inspection	EA	\$ <u>150.00</u>
74	Oxidizer and non-oxidizer monthly fee	EA	\$ <u>100.00</u>
	a) Corrosion Inhibitors Monthly Fee	EA	\$ <u>100.00</u>
	b) Algicides and Biocide Monthly Fee	EA	\$ <u>100.00</u>
	c) Scale Inhibitors Monthly Fee	EA	\$ <u>50.00</u>
75	14-day compliance inspection after startup <i>Legionella</i> culture sampling and analysis	EA	\$ <u>250.00</u>

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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BIDDER

Admin Office Manager
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
96896-12143-269

76	30-day bacteriological culture sampling and analysis	EA	\$ <u>60.00</u>
77	90-day compliance inspection <i>Legionella</i> culture sampling and analysis, physical cooling tower inspection and certification	EA	\$ <u>250.00</u>
78	Increase Biocide per <u>gallon</u>	EA	\$ <u>40.00</u>
79	Retest	EA	\$ <u>300.00</u>
80	Shutdown for removing or permanently discontinuing use of a cooling tower	EA	\$ <u>400.00</u>

AQUATIC CENTER
EISENHOWER PARK

TWO COOLING TOWERS (MAY-OCT)

81	Cooling Tower Registration onetime fee	EA	\$ <u>100.00</u>
82	Maintenance Program and Plan	EA	\$ <u>100.00</u>
83	Startup Inspection	EA	\$ <u>150.00</u>
84	Oxidizer and non-oxidizer monthly fee	EA	\$ <u>100.00</u>
	a) Corrosion Inhibitors Monthly Fee	EA	\$ <u>100.00</u>
	b) Algicides and Biocide Monthly Fee	EA	\$ <u>100.00</u>
	c) Scale Inhibitors Monthly Fee	EA	\$ <u>50.00</u>
85	14-day compliance inspection after startup <i>Legionella</i> culture sampling and analysis	EA	\$ <u>250.00</u>
86	30-day bacteriological culture sampling and analysis	EA	\$ <u>60.00</u>
87	90-day compliance inspection <i>Legionella</i> culture sampling and analysis, physical cooling tower inspection and certification	EA	\$ <u>250.00</u>
88	Increase Biocide per <u>gallon</u>	EA	\$ <u>40.00</u>
89	Retest	EA	\$ <u>300.00</u>
90	Shutdown for removing or permanently discontinuing use of a cooling tower	EA	\$ <u>400.00</u>

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Antonette Schifano
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Admin Office Manager
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
96896-12143-269

CANTIAGUE PARK ICE RINK
W. JOHN ST, HICKSVILLE, NY

COOLING TOWER 165 TONS (12 MONTHS)

91	Cooling Tower Registration onetime fee	EA	\$ <u>100.00</u>
92	Maintenance Program and Plan	EA	\$ <u>100.00</u>
93	Startup Inspection	EA	\$ <u>100.00</u>
94	Oxidizer and non-oxidizer monthly fee	EA	\$ <u>200.00</u>
	a) Corrosion Inhibitors Monthly Fee	EA	\$ <u>200.00</u>
	b) Algicides and Biocide Monthly Fee	EA	\$ <u>100.00</u>
	c) Scale Inhibitors Monthly Fee	EA	\$ <u>50.00</u>
95	14-day compliance inspection after startup <i>Legionella</i> culture sampling and analysis	EA	\$ <u>250.00</u>
96	30-day bacteriological culture sampling and analysis	EA	\$ <u>60.00</u>
97	90-day compliance inspection <i>Legionella</i> culture sampling and analysis, physical cooling tower inspection and certification	EA	\$ <u>250.00</u>
98	Increase Biocide per <u>gallon</u>	EA	\$ <u>40.00</u>
99	Retest	EA	\$ <u>300.00</u>
100	Shutdown for removing or permanently discontinuing use of a cooling tower	EA	\$ <u>500.00</u>

TACKAPAUSHA MUSEUM & PRESERVE
WASHINGTON AVE, SEAFORD, NY

COOLING TOWER, 50 TONS (MAY-OCT)

101	Cooling Tower Registration onetime fee	EA	\$ <u>100.00</u>
102	Maintenance Program and Plan	EA	\$ <u>100.00</u>
103	Startup Inspection	EA	\$ <u>100.00</u>
104	Oxidizer and non-oxidizer monthly fee	EA	\$ <u>50.00</u>
	a) Corrosion Inhibitors Monthly Fee	EA	\$ <u>50.00</u>
	b) Algicides and Biocide Monthly Fee	EA	\$ <u>50.00</u>
	c) Scale Inhibitors Monthly Fee	EA	\$ <u>50.00</u>
105	14-day compliance inspection after startup <i>Legionella</i> culture sampling and analysis	EA	\$ <u>250.00</u>

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BIDDER SIGN HERE Antaresa Schepers
BIDDER

Admin Office Manager
TITLE

**OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL
96896-12143-269**

106	30-day bacteriological culture sampling and analysis	EA	\$ <u>60.00</u>
107	90-day compliance inspection <i>Legionella</i> culture sampling and analysis, physical cooling tower inspection and certification	EA	\$ <u>250.00</u>
108	Increase Biocide per <u>gallon</u>	EA	\$ <u>40.00</u>
109	Retest	EA	\$ <u>300.00</u>
110	Shutdown for removing or permanently discontinuing use of a cooling tower	EA	\$ <u>500.00</u>

**EISENHOWER PARK
ADMINISTRATION BUILDING**

1 COOLING TOWER

111	Cooling Tower Registration onetime fee	EA	\$ <u>100.00</u>
112	Maintenance Program and Plan	EA	\$ <u>100.00</u>
113	Startup Inspection	EA	\$ <u>100.00</u>
114	Oxidizer and non-oxidizer monthly fee	EA	\$ <u>50.00</u>
	a) Corrosion Inhibitors Monthly Fee	EA	\$ <u>50.00</u>
	b) Algicides and Biocide Monthly Fee	EA	\$ <u>50.00</u>
	c) Scale Inhibitors Monthly Fee	EA	\$ <u>50.00</u>
115	14-day compliance inspection after startup <i>Legionella</i> culture sampling and analysis	EA	\$ <u>250.00</u>
116	30-day bacteriological culture sampling and analysis	EA	\$ <u>60.00</u>
117	90-day compliance inspection <i>Legionella</i> culture sampling and analysis, physical cooling tower inspection and certification	EA	\$ <u>250.00</u>
118	Increase Biocide per <u>gallon</u>	EA	\$ <u>40.00</u>
119	Retest	EA	\$ <u>300.00</u>
120	Shutdown for removing or permanently discontinuing use of a cooling tower	EA	\$ <u>500.00</u>

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Antonette Schifano
BIDDER

Admin Office Manager
TITLE

PLAN B (TIME AND MATERIALS) PRICING SCHEDULE:

LABOR BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. MONDAY THROUGH FRIDAY:

B1) REGULAR HOURLY RATE at \$ 60.00 /hr.
B2) EACH ADDITIONAL QUARTER HOUR at \$ 15.00 /¼ hr.
B3) TRAVEL TIME (IF ANY) 0
B4) MILEAGE (IF ANY) 0

PARTS:

B5) MANUFACTURER'S LIST PRICE (MLP) LESS 0 %
B6) COST PLUS % 25 %

OVERTIME RATES: All other times (after 5:00 PM or before 9:00 AM Monday through Friday, or any time on Saturday or Sunday).

B7) REGULAR HOURLY RATE at \$ 80.00 /hr.
B8) EACH ADDITIONAL QUARTER HOUR at \$ 25.00 / ¼ hr.
RESPONSE TIME: _____ HRS

Vendor agrees, if requested, to provide the user department, the County Comptroller, or authorized representative of the Purchasing Department with copies of such manufacturer's list price. The cost-plus rate stated above will be paid only when there is no manufacturer's list price, and when billing is accompanied by a written notice from the part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.

WARRANTY PERIOD: On Service, Repair Rendered

PARTS: 365 days
LABOR: 90 days

Additional Items, Quantities and Facilities may be added to this blanket order with a written quotation and subsequent amendment.

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Antonette Schipani
BIDDER

Admin. Officer Manager
TITLE

Day 1- Wednesday November 29, 2023

Contact: Duane Maffucci 516-660-3483

Location 1: Executive Building: 1 West Street Mineola, NY 11501
(8:00a-8:15a)

Location 2: Police HQ: 1490 Franklin Ave, Mineola NY 11501
(8:15a-8:30a)

Location 3: Theodore Roosevelt Building: 1550 Franklin Ave, Mineola NY
(8:30a-8:45a)

Location 4: Office Building: 240 Old Country Road, Mineola NY
(8:45a-9:00a)

Location 5: County Court House: 262 Old Country Road, Mineola NY
(9:00a-9:15a)

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Domenico Schifano
BIDDER

Admin Office Manager
TITLE

Location 6: Supreme Court: 100 Supreme Court Drive, Mineola NY
(9:15a-9:30a)

Location 7: Nassau County District Court: 99 Main St, Hempstead NY
(9:30a-10:00a)

Location 8: Aquatic Center: Eisenhower Park
(10:00a-10:30a)

Location 9: Eisenhower Park: Administration Building
(10:30a-10:45a)

Location 10: Family Court: 1200 Old Country Road, Westbury NY
(10:45a-11:15a)

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Antonio Schipani
BIDDER

Admin Officer M...
TITLE

Location 11: Cantiague Park Ice Rink: W. John St, Hicksville NY
(11:15a-11:45a)

Location 12: Tackapausha Museum & Preserve
Washington Ave Seaford NY
(11:45a-12:15p)

NOTE:

- 1) NO ELECTRONIC SUBMISSIONS ARE ALLOWED

We must receive a hard copy of the bid package, to be sent to the following address:

Nassau County Office of Purchasing
1 West Street
Mineola, NY 11501

Attn: Kimberly Stanton
Bid No.: _____

(This is also noted on the top part of the cover page.)

The bid package must be sent in a sealed envelope with the solicitation number written on it. We recommend that you send this package early to arrive the day before the bid opening, to ensure receipt.

- 2) DO NOT STAPLE THE BID PACKAGE

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Antonio J. Schipani
BIDDER

Olivia Office Manager
TITLE

SAFETY DATA SHEET — 16 Sections

SECTION 1 — CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product Identifier CPM 24		[WHMIS Classification]	
Product Use Cooling tower corrosion inhibitor			
Manufacturer's Name Acqua Treat Ltd.		Supplier's Name Same	
Street Address 110 South 2nd Street		Street Address Same	
City New Hyde Park	Province Nassau	City	Province
Postal Code 11040	Emergency Telephone 18002553924	Postal Code	Emergency Telephone
Date MSDS Prepared 4/15/2016		MSDS Prepared By	Phone Number 1 516 775 1030

SECTION 2 — HAZARDS IDENTIFICATION

Route of Entry	<input checked="" type="checkbox"/> Skin Contact	<input checked="" type="checkbox"/> Skin Absorption	<input checked="" type="checkbox"/> Eye Contact	<input type="checkbox"/> Inhalation	<input checked="" type="checkbox"/> Ingestion
WHMIS Symbols] Potential Health Effects Class E					
[Emergency Overview]					
Potential Health Effects none					

SECTION 3 — COMPOSITION/INFORMATION ON INGREDIENTS

Hazardous Ingredients (<i>specific</i>)	%	CAS Number	LD ₅₀ of Ingredient (<i>specify species and route</i>)	LC ₅₀ of Ingredient (<i>specify species</i>)
Potassium Hydroxide		00130-58-3		
Phosphorous Acid		010294-56-1		
Phosphoric Acid		007664-38-2		
Sodium Tolytriazole		064665-57-2		
Sodium Molybdate		007631-95-0		

SECTION 4 — FIRST AID MEASURES

Skin Contact	Flush with water 15-20 minutes	
Eye Contact	Flush with water 15-20 minutes	
Inhalation	Remove to well ventilated area	
Ingestion	Drink (2glasses) or plenty of water	

SECTION 5 — FIRE FIGHTING MEASURES

Flammable <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If yes, under which conditions?	
Means of Extinction Water or Dry Chemical			
Flashpoint (°C) and Method 100°C	Upper Flammable Limit (% by volume)		Lower Flammable Limit (% by volume)
Autoignition Temperature (°C)	Explosion Data — Sensitivity to Impact		Explosion Data — Sensitivity to Static Discharge
Hazardous Combustion Products			
(NFPA) Wear breathing apparatus and proper clothing			

SECTION 6 — ACCIDENTAL RELEASE MEASURES

Leak and Spill Procedures	Dispose in compliance with local state and federal law
Use a spill containment	

SECTION 7 — HANDLING AND STORAGE

Handling procedures and equipment
Rubber gloves, safety glasses
Storage Requirements
Containment

SECTION 8 — EXPOSURE CONTROL / PERSONAL PROTECTION

Exposure Limits	<input type="checkbox"/> ACGIH TLV	<input type="checkbox"/> OSHA PEL	<input type="checkbox"/> Other (specify)
Specific Engineering Controls (such as ventilation, enclosed process)			
Personal Protective Equipment	<input checked="" type="checkbox"/> Gloves	<input type="checkbox"/> Respirator	<input checked="" type="checkbox"/> Eye
		<input type="checkbox"/> Footwear	<input checked="" type="checkbox"/> Clothing
			<input type="checkbox"/> Other
If checked, please specify type rubber goggles			

SECTION 9 — PHYSICAL AND CHEMICAL PROPERTIES

SECTION 10 — STABILITY AND REACTIVITY

Physical State	Liquid	Odour and Appearance	Pale yellow clear	Odour Threshold (ppm)	mild sweet
Specific Gravity	1.07	Vapour Density (air = 1)		Vapour Pressure (mmHg)	
Evaporation Rate		Boiling Point (° C)	100°C	Freezing Point (° C)	32°C
pH	9	Coefficient of Water/Oil Distribution		[Solubility in Water]	100%
Chemical Stability Y/N	yes	If no, under which conditions?			
Incompatibility with other substance Y/N	no	If yes, which substances?			
Reactivity, and under what conditions?	none				
Hazardous decomposition Products	Thermal				

SECTION 11 — TOXICOLOGICAL INFORMATION

Effects of Acute Exposure	Irritation	
Effects of chronic exposure	Rash	
Irritancy of Product		
Skin sensitization	Respiratory sensitization	
Carcinogenicity-IARC	Carcinogenicity - ACGIH	
Reproductive toxicity	Teratogenicity	
Embrototoxicity	Mutagenicity	
Name of synergistic products/effects		

SECTION 12 — ECOLOGICAL INFORMATION

Aquatic Toxicity	None	avoid disposal in rivers and streams
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SECTION 13 — DISPOSAL CONSIDERATIONS

Waste Disposal	According to state and federal law
----------------	------------------------------------

SECTION 14 — TRANSPORT INFORMATION

Special Shipping Information	
(tdg)	(dot)
(imc)	(icac)

SECTION 15 — REGULATORY INFORMATION

(Whims classification)	
(OSHA)	(TSCA)
(SERA)	

SECTION 16 — OTHER INFORMATION

Hazardous Material Information System U.S.A.	
Health	2
Flammability	0
Reactivity	0



SAFETY DATA SHEET

STABROM® 909 Biocide

Preparation Date : 14-Feb-2012

Revision Date: 24-Apr-2015

Revision Number: 1.01

1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND OF THE COMPANY/UNDERTAKING

Product Identifier

Product Name

STABROM® 909 Biocide

Other means of identification

Chemical Family

Stabilized bromine biocide, aqueous solution

CAS-No

Mixture

Recommended use of the chemical and restrictions on use

General function

Water treatment chemical.

Uses advised against

No information available

Details of the supplier of the safety data sheet

Company

Albemarle Corporation
451 Florida Street
Baton Rouge, LA 70801

For Non-Emergency

800-535-3030

'Competent Body for SDS'

HSE@Albemarle.com

Emergency telephone number

Emergency Telephone Numbers

+1-225-344-7147

2. HAZARDS IDENTIFICATION

Classification

Acute toxicity - Inhalation (Dusts/Mists)	Category 4
Skin Corrosion/Irritation	Category 1
Serious eye damage/eye irritation	Category 1
Acute aquatic toxicity	Category 2
Chronic aquatic toxicity	Category 2

Label elements

Emergency Overview

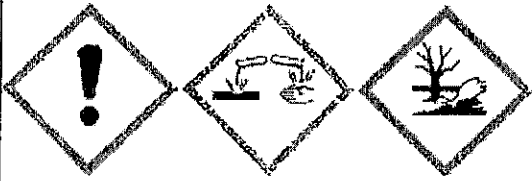
Danger

Hazard Statements

Harmful if inhaled

Causes severe skin burns and eye damage

Toxic to aquatic life with long lasting effects


<div style="display: flex; justify-content: space-between;"> Appearance Liquid Color Yellow, Orange. Odor Mild. </div>

Prevention

Use only outdoors or in a well-ventilated area
 Do not breathe dust/fume/gas/mist/vapors/spray
 Wash face, hands and any exposed skin thoroughly after handling
 Wear protective gloves/protective clothing/eye protection/face protection
 Avoid release to the environment

Response

Immediately call a POISON CENTER or doctor/physician
 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
 Immediately call a POISON CENTER or doctor/physician
 IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower
 Wash contaminated clothing before reuse
 IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing Call a POISON CENTER or doctor/physician if you feel unwell Immediately call a POISON CENTER or doctor/physician
 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting
 Collect spillage

Storage

Store locked up

Disposal

Dispose of contents/container to an approved waste disposal plant

Hazards not otherwise classified (HNOC)

Not applicable

Other Information**3. COMPOSITION/INFORMATION ON INGREDIENTS**

Pure substance/mixture

Mixture

Component	CAS-No	Weight %
Water	7732-18-5	60
Halogenated complex	Proprietary	18
Sodium hydroxide	1310-73-2	<20
Sulfamic acid	5329-14-6	<20

Note: The exact concentrations of the above listed chemicals are being withheld as a trade secret.

4. FIRST AID MEASURES**First aid measures****Eye contact**

If in eyes, hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.

Skin Contact

If on skin or clothing, take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.

Inhalation

Move to fresh air.

Ingestion

If swallowed, Call a physician or Poison Control Center immediately. Have person sip a glass of water if able to swallow. Do not induce vomiting without medical advice. Never give anything by mouth to an unconscious person. Probable mucosal damage may contraindicate the use of gastric lavage.

Most important symptoms and effects, both acute and delayed

Symptoms Causes burns.

Indication of any immediate medical attention and special treatment needed

Notes to Physician Probable mucosal damage may contraindicate the use of gastric lavage.

5. FIRE-FIGHTING MEASURES**Extinguishing media**

Suitable extinguishing media Not required.

Unsuitable Extinguishing Media No Information available.

Specific Hazards Arising from the Chemical

Combustion/explosion hazards No information available.

Hazardous Combustion Products Bromine. Chlorine.

Explosion Data

Sensitivity to mechanical impact None.

Sensitivity to static discharge None.

Protective Equipment and Precautions for Firefighters

In the event of fire and/or explosion do not breathe fumes.

6. ACCIDENTAL RELEASE MEASURES**Personal precautions, protective equipment and emergency procedures**

Personal precautions Ensure adequate ventilation.

Environmental Precautions

Environmental precautions Contain any spill with dikes or absorbents to prevent migration and entry into sewers or streams. Large spills should be collected mechanically (remove by pumping) for disposal. May require excavation of contaminated soil. Take up small spills by first diluting with water and then using a dehalogenating agent such as sodium thiosulfate solution.

Methods and material for containment and cleaning up

Methods for Containment Prevent further leakage or spillage if safe to do so.

Methods for Cleaning up Soak up with inert absorbent material (e.g. sand, silica gel, universal binder, sawdust)

7. HANDLING AND STORAGE**Precautions for safe handling**

Handling Avoid contact with skin, eyes and clothing.

Conditions for safe storage, including any incompatibilities

Storage

Avoid freezing, excessive heat or exposure to light, especially direct sunlight. If heating is necessary to prevent freezing, care must be taken to prevent overheating. Precautions should be taken to ensure that the average product temperature is maintained below 43 °C. Temperature monitoring is recommended. At elevated temperatures, self-heating can lead to vigorous gas generation and over-pressurization of storage containers if appropriate controls are not in place. Avoid exposure of this product to incompatible materials/chemicals (see Stability and Reactivity section). Use of incompatible materials can promote the exothermic decomposition of the product. In extreme cases, this could result in vigorous gas formation and over-pressurization of the storage container. STORAGE CONTAINER: Vented and opaque containers: As the product ages, activity is gradually lost and pressure can build-up in the headspace (nitrogen); therefore, the product should be stored in vented containers. Product should also be stored in opaque containers to prevent exposure to light. To maximize product shelf life, store the product in an opaque container, in a cool, dry, well-ventilated area.

Incompatible Materials

This product is strongly basic and an oxidizing agent. Avoid contact with alcohols, aldehydes, strong reducing agents, strong oxidizers, acids, ammonia-containing products, and common metals such as steel, aluminum, iron and copper. Use of incompatible materials can promote the exothermic decomposition of the product.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parametersExposure Guidelines

Component	ACGIH TLV (TWA)	OSHA PEL (TWA)	NIOSH IDLH
Sodium hydroxide 1310-73-2	Ceiling: 2 mg/m ³	2MG/M3	IDLH: 10 mg/m ³ Ceiling: 2 mg/m ³

Other information

Wear suitable protective clothing.

Appropriate engineering controls**Engineering Controls**

Use only in well-ventilated areas.

Individual protection measures, such as personal protective equipment**Eyeface Protection**

Chemical goggles or face shield with safety glasses.

Skin Protection

Wear protective gloves/clothing.

Respiratory protection

None under normal conditions.

General Hygiene Considerations Handle in accordance with good industrial hygiene and safety practice.

9. PHYSICAL AND CHEMICAL PROPERTIES

Information on basic physical and chemical properties

Appearance	Liquid
Color	Yellow. Orange.
Odor	Mild.
Odor Threshold	No information available
Molecular Weight	No information available
pH	12.4 - 14.0
Melting point/freezing point	ca 0 °C / 32 °F
Boiling Point/Range	ca 106 °C / 223 °F
Flash Point	No data available.
Evaporation Rate	No information available
Flammability (solid, gas)	No information available
Flammability Limit in Air	
Upper flammability limit:	No information available
Lower flammability limit:	No information available
Vapor Pressure	19 mm Hg (25°C)

Vapor Density	No information available
Relative density	1.29 - 1.37 (25°C)
Solubility(ies)	
Water Solubility	Miscible.
Solubility in other solvents	No information available
Partition coefficient	No data available
Autoignition temperature	No information available
Decomposition temperature	No information available
Viscosity, kinematic	2 cSt (25°C)
Dynamic viscosity	No information available
Explosive Properties	None
Oxidizing Properties	None

10. STABILITY AND REACTIVITY

Reactivity Hazard	No data available
Stability	No information available
Hazardous Reactions	No hazardous reaction expected under normal handling.
Hazardous Polymerization	None under normal processing.
Conditions to Avoid	Protect from light. Extremes of temperature and direct sunlight. Keep away from heat. Freezing.
Materials to avoid	This product is strongly basic and an oxidizing agent. Avoid contact with alcohols, aldehydes, strong reducing agents, strong oxidizers, acids, ammonia-containing products, and common metals such as steel, aluminum, iron and copper. Use of incompatible materials can promote the exothermic decomposition of the product.

Hazardous decomposition products Bromine. Chlorine.

11. TOXICOLOGICAL INFORMATION

Information on likely routes of exposure

Inhalation	Not an expected route of exposure.
Eye contact	Causes severe burns.
Skin Contact	Causes severe burns.
Ingestion	Not expected to be acutely toxic.

Potential Health Effects

Acute Effects

Skin Corrosion/Irritation	Data obtained from tests on used product: Skin irritation. (rabbit). (4 hr): Corrosive to skin. Causes burns.
Serious eye damage/eye Irritation	Corrosive. Risk of serious damage to eyes.
Respiratory irritation :	Not irritating.
Sensitization	Data obtained from tests on used product: Buehler Test. (guinea pig): Not sensitizing.
<u>Chronic Effects</u>	
Mutagenic Effects	No information available.
Carcinogenicity	There are no known carcinogenic chemicals in this product.

Component	CAS-No	ACGIH Carcinogens	IARC	NTP	OSHA Carcinogens
Water	7732-18-5	-	-	-	-
Halogenated complex	Proprietary	-	-	-	-
Sodium hydroxide	1310-73-2	-	-	-	-
Sulfamic acid	5329-14-6	-	-	-	-

Reproductive Effects No information available.

STOT - single exposure No information available.

STOT - repeated exposure No information available.

Chronic Effects None known

Aspiration hazard No information available.

Numerical measures of toxicity

Product Information No information available

The following values are calculated based on chapter 3.1 of the GHS document .

ATEmix (oral) 9667 mg/kg

ATEmix (dermal) 14362 mg/kg

ATEmix (inhalation-dust/mist) 4.5 mg/L

LD50 Oral: Rat Oral LD50: 2491 mg/kg

LD50 Dermal: Rat Dermal LD50: > 2000 mg/kg

Inhalation LC50: LC50/inhalation/4h/rat : > 2.09 mg/L (aerosol) Highest achievable concentration.

Component Information No information available

Component	Rat Oral LD50 :	Rabbit Dermal LD50 :	Rat Inhalation LC50:
Sodium hydroxide 1310-73-2	-	1350 mg/kg	-
Sulfamic acid 5329-14-6	1450 mg/kg	-	-

12. ECOLOGICAL INFORMATION

Ecotoxicity

Toxic to aquatic life with long lasting effects

LC50/96h/fish: 3.8 mg whole material/L (Bluegill sunfish)

EC50/48h/Daphnia : 4.8 mg whole material/L (Waterflea Daphnia magna)

IC50/96-hour: 2.6 mg whole material/L (Unicellular Green Alga, Selenastrum capricornutum)

Component	Freshwater Algae EC50/72h :	Freshwater Fish LC50/96h :	Water Flea EC50/48h :
Sodium hydroxide (CAS #: 1310-73-2)	-	189 mg/L	-
Sulfamic acid (CAS #: 5329-14-6)	-	14.2 mg/l	-

Persistence/Degradability No information available.

Bioaccumulation/ Accumulation No information available.

Mobility in Environmental Media No information available.

Other adverse effects No information available

13. DISPOSAL CONSIDERATIONS

Waste treatment methods

Waste Disposal Method Dispose in a safe manner in accordance with local/national regulations.

Contaminated Packaging Do not reuse container.

14. TRANSPORT INFORMATION

DOT

Proper Shipping Name Corrosive Liquids, Basic, Inorganic, N.O.S. (Halogenated Complex, Sodium Hydroxide)

Hazard Class 8

UN No. 3266

Packing Group III

Description UN 3266 Corrosive liquid, Basic, Inorganic, N.O.S. (Halogenated complex, Sodium hydroxide), 8, III

IMDG/IMO

IMO Class 8

Packing Group III

UN-No 3266

IMO Labelling and Marking 8

Proper Shipping Name Corrosive liquid, Basic, Inorganic, N.O.S. (Halogenated complex, Sodium hydroxide)

EmS F-A, S-B

Marpol - Annex II Not determined

Marpol - Annex III Unregulated

Transport Description UN 3266 Corrosive liquid, Basic, Inorganic, N.O.S. (Halogenated complex, Sodium hydroxide), 8, III

IATA/ICAO

IATA/ICAO Class 8

Packing Group III

UN-No 3266

IATA/ICAO Labelling/Marking 8

Passenger Aircraft Forbidden (Product is shipped in containers with vented caps)

Cargo aircraft only Forbidden (Product is shipped in containers with vented caps)

Proper shipping name Corrosive liquid, Basic, Inorganic, N.O.S. (Halogenated complex, Sodium hydroxide)

Transport Description UN 3266 Corrosive liquid, Basic, Inorganic, N.O.S. (Halogenated complex, Sodium hydroxide), 8, III

15. REGULATORY INFORMATION

International Inventories	TSCA	DSL	NDSL	AICS	EINECS	ELINCS	ENCS	KECL	PICCS	IECSC	NZIoC
STABROM® 909 Biocide	-	-	-	X	-	-	-	X	X	-	X

TSCA Statement THIS MATERIAL IS EXEMPT FROM THE TOXIC SUBSTANCES CONTROL ACT (15 USC 2601-2629)

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372.

SARA 311/312 Hazardous Categorization

Acute Health Hazard	Yes
Chronic Health Hazard	No
Fire Hazard	No
Sudden Release of Pressure Hazard	No
Reactive Hazard	No

Reportable and Threshold Planning Quantities

The following components have RQs and/or TPQs under SARA and/or CERCLA

Component	CERCLA RQ, lbs	SARA 302 RQ, lbs	SARA 302 TPQ, lbs
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Prepared By

Health & Environment Department
Albemarle Corporation

FOR ADDITIONAL NONEMERGENCY PRODUCT INFORMATION, CONTACT:

HEALTH AND ENVIRONMENT DEPARTMENT
ALBEMARLE CORPORATION
451 FLORIDA ST.
BATON ROUGE, LA. 70801
(800) 535-3030

Preparation Date :

14-Feb-2012

Revision Date:

24-Apr-2015

Disclaimer:

The information contained herein is accurate to the best of our knowledge. The Company makes no warranty of any kind, express or implied, concerning the safe use of this material in your process or in combination with other substances.

End of Safety Data Sheet



SAFETY DATA SHEET

THE DOW CHEMICAL COMPANY

Product name: AQUICAR™ 714 Water Treatment
Microbiocide

Issue Date: 07/05/2018

Print Date: 09/19/2018

THE DOW CHEMICAL COMPANY encourages and expects you to read and understand the entire (M)SDS, as there is important information throughout the document. We expect you to follow the precautions identified in this document unless your use conditions would necessitate other appropriate methods or actions.

1. IDENTIFICATION

Product name: AQUICAR™ 714 Water Treatment Microbiocide

Recommended use of the chemical and restrictions on use
Identified uses: For biocidal applications. For industrial use only.

COMPANY IDENTIFICATION

THE DOW CHEMICAL COMPANY
2030 DOW CENTER
MIDLAND MI 48674-0000
UNITED STATES

Customer information Number:

800-258-2436
SDSQuestion@dow.com

EMERGENCY TELEPHONE NUMBER

24-Hour Emergency Contact: CHEMTREC +1 800-424-9300
Local Emergency Contact: 800-424-9300

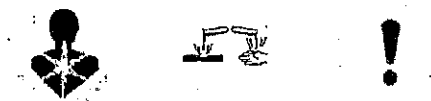
2. HAZARDS IDENTIFICATION

Hazard classification

GHS classification in accordance with 29 CFR 1910.1200
Acute toxicity - Category 4 - Oral
Acute toxicity - Category 4 - Inhalation
Skin corrosion - Category 1B
Serious eye damage - Category 1
Respiratory sensitisation - Category 1
Skin sensitisation - Category 1
Specific target organ toxicity - single exposure - Category 3

Label elements

Hazard pictograms



Signal word: **DANGER!**

Hazards

Harmful if swallowed or if inhaled.

Causes severe skin burns and eye damage.

May cause an allergic skin reaction.

May cause allergy or asthma symptoms or breathing difficulties if inhaled.

May cause respiratory irritation.

Precautionary statements

Prevention

Avoid breathing dust/ fume/ gas/ mist/ vapours/ spray.

Wash skin thoroughly after handling.

Do not eat, drink or smoke when using this product.

Use only outdoors or in a well-ventilated area.

Contaminated work clothing should not be allowed out of the workplace.

Wear protective gloves/ protective clothing/ eye protection/ face protection.

In case of inadequate ventilation wear respiratory protection.

Response

IF SWALLOWED: Call a POISON CENTER/doctor if you feel unwell. Rinse mouth.

IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.

IF ON SKIN (or hair): Remove/ Take off immediately all contaminated clothing. Rinse skin with water/ shower.

IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing. Immediately call a POISON CENTER or doctor/ physician.

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER/doctor.

If skin irritation or rash occurs: Get medical advice/ attention.

If experiencing respiratory symptoms: Call a POISON CENTER/doctor.

Wash contaminated clothing before reuse.

Storage

Store in a well-ventilated place. Keep container tightly closed.

Store locked up.

Disposal

Dispose of contents/ container to an approved waste disposal plant.

Other hazards

No data available

3. COMPOSITION/INFORMATION ON INGREDIENTS

This product is a mixture.

Component	CASRN	Concentration
Glutaraldehyde	111-30-8	14.0%
Water	7732-18-5	<= 83.0 %
Quaternary ammonium compounds, benzyl-C12-16-alkyldimethyl, chlorides	68424-85-1	2.5%
Ethanol	64-17-5	<= 0.3 %

4. FIRST AID MEASURES

Description of first aid measures

General advice:

First Aid responders should pay attention to self-protection and use the recommended protective clothing (chemical resistant gloves, splash protection). If potential for exposure exists refer to Section 8 for specific personal protective equipment.

Inhalation: Move person to fresh air. If person is not breathing, call an emergency responder or ambulance, then give artificial respiration; if by mouth to mouth use rescuer protection (pocket mask etc). Call a poison control center or doctor for treatment advice. If breathing is difficult, oxygen should be administered by qualified personnel.

Skin contact: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice. Wash clothing before reuse. Shoes and other leather items which cannot be decontaminated should be disposed of properly. Suitable emergency safety shower facility should be immediately available.

Eye contact: Wash immediately and continuously with flowing water for at least 30 minutes. Remove contact lenses after the first 5 minutes and continue washing. Obtain prompt medical consultation, preferably from an ophthalmologist. Suitable emergency eye wash facility should be immediately available.

Ingestion: If the person is fully alert and cooperative, have the person rinse mouth with plenty of water. In cases of ingestion have the person drink 4 to 10 ounces (120-300 mL) of water. Do not induce vomiting. Do not attempt mouth rinse if the person has respiratory distress, altered mental status, or nausea and vomiting. Call a physician and/or transport to emergency facility immediately.

Most important symptoms and effects, both acute and delayed:

Aside from the information found under Description of first aid measures (above) and Indication of immediate medical attention and special treatment needed (below), any additional important symptoms and effects are described in Section 11: Toxicology Information.

Indication of any immediate medical attention and special treatment needed

Notes to physician: Maintain adequate ventilation and oxygenation of the patient. May cause respiratory sensitization or asthma-like symptoms. Bronchodilators, expectorants and antitussives

may be of help. Treat bronchospasm with inhaled beta2 agonist and oral or parenteral corticosteroids. Glutaraldehyde may transiently worsen reversible airways obstruction including asthma or reactive airways disease. Exposure to vapors may result in skin sensitization. In sensitized individuals, re-exposure to very small amounts of vapor, mist, or liquid may cause a severe allergic skin reaction. Chemical eye burns may require extended irrigation. Obtain prompt consultation, preferably from an ophthalmologist. If burn is present, treat as any thermal burn, after decontamination. Due to irritant properties, swallowing may result in burns/ulceration of mouth, stomach and lower gastrointestinal tract with subsequent stricture. Aspiration of vomitus may cause lung injury. Suggest endotracheal/esophageal control if lavage is done. Probable mucosal damage may contraindicate the use of gastric lavage. No specific antidote. Treatment of exposure should be directed at the control of symptoms and the clinical condition of the patient. Have the Safety Data Sheet, and if available, the product container or label with you when calling a poison control center or doctor, or going for treatment. Excessive exposure may aggravate preexisting asthma and other respiratory disorders (e.g. emphysema, bronchitis, reactive airways dysfunction syndrome).

5. FIREFIGHTING MEASURES

Suitable extinguishing media: To extinguish combustible residues of this product use water fog, carbon dioxide, dry chemical or foam.

Unsuitable extinguishing media: None known.

Special hazards arising from the substance or mixture

Hazardous combustion products: Under fire conditions some components of this product may decompose. The smoke may contain unidentified toxic and/or irritating compounds. Combustion products may include and are not limited to: Carbon monoxide. Carbon dioxide.

Unusual Fire and Explosion Hazards: This material will not burn until the water has evaporated. Residue can burn.

Advice for firefighters

Fire Fighting Procedures: Keep people away. Isolate fire and deny unnecessary entry. To extinguish combustible residues of this product use water fog, carbon dioxide, dry chemical or foam. Contain fire water run-off if possible. Fire water run-off, if not contained, may cause environmental damage. Review the "Accidental Release Measures" and the "Ecological Information" sections of this (M)SDS.

Special protective equipment for firefighters: Wear positive-pressure self-contained breathing apparatus (SCBA) and protective fire fighting clothing (includes fire fighting helmet, coat, trousers, boots, and gloves). Avoid contact with this material during fire fighting operations. If contact is likely, change to full chemical resistant fire fighting clothing with self-contained breathing apparatus. If this is not available, wear full chemical resistant clothing with self-contained breathing apparatus and fight fire from a remote location. For protective equipment in post-fire or non-fire clean-up situations, refer to the relevant sections.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures: Evacuate area. Keep upwind of spill. Ventilate area of leak or spill. Only trained and properly protected personnel must be involved in clean-up operations. Refer to section 7, Handling, for additional precautionary measures.

Use appropriate safety equipment. For additional information, refer to Section 8, Exposure Controls and Personal Protection.

Environmental precautions: Prevent from entering into soil, ditches, sewers, waterways and/or groundwater. See Section 12, Ecological Information.

Methods and materials for containment and cleaning up: Avoid making contact with spilled material, glutaraldehyde will be absorbed by most shoes. Always wear the correct protective equipment, consisting of splashproof monogoggles, or both safety glasses with side shields and a wraparound full-face shield, appropriate gloves and protective clothing. A self-contained breathing apparatus or respirator and absorbents may be necessary, depending on the size of the spill and the adequacy of ventilation. Small spills: Wear the correct protective equipment and cover the liquid with absorbent material. Collect and seal the material and the dirt that has absorbed the spilled material in polyethylene bags and place in a drum for transit to an approved disposal site. Rinse away the remaining spilled material with water to reduce odor, and discharge the rinsate into a municipal or industrial sewer. Large spills: In case of nasal and respiratory irritation, vacate the room immediately. Personnel cleaning up should be trained and equipped with a self-contained breathing apparatus, or an officially approved or certified full-face respirator equipped with an organic vapor cartridge, gloves, and clothing impervious to glutaraldehyde, including rubber boots or shoe protection. Deactivate with sodium bisulfite (2-3 parts (by weight) per part of active substance glutaraldehyde), collect the neutralized liquid and place in a drum for transit to an approved disposal site.

7. HANDLING AND STORAGE

Precautions for safe handling: Keep out of reach of children. Do not get in eyes, on skin, on clothing. Do not swallow. Avoid prolonged or repeated contact with skin. Avoid breathing vapor. Keep container closed. Use with adequate ventilation. Wear goggles, protective clothing and butyl or nitrile gloves. Wash thoroughly with soap and water after handling. Remove contaminated clothing and wash before reuse. See Section 8, EXPOSURE CONTROLS AND PERSONAL PROTECTION. Do not spray or aerosolize the undiluted form of the product. Full personal protective equipment (including skin covering and full-face SCBA respirator) is required for dilutions or mixtures of the product used in a spray application.

Conditions for safe storage: Do not store in: Aluminum. Carbon steel. Copper. Mild steel. Iron.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

If exposure limits exist, they are listed below. If no exposure limits are displayed, then no values are applicable.

Component	Regulation	Type of listing	Value/Notation
Glutaraldehyde	ACGIH	C	0.05 ppm
	ACGIH	C	0.5 ppm, RSEN
Ethanol	ACGIH	TWA	1,000 ppm
	ACGIH	STEL	1,000 ppm
	OSHA Z-1	TWA	1,900 mg/m ³ 1,000 ppm
	CAL PEL	PEL	1,900 mg/m ³ 1,000 ppm

Exposure controls

Engineering controls: Use engineering controls to maintain airborne level below exposure limit requirements or guidelines. Local exhaust ventilation may be necessary for some operations.

Individual protection measures

Eye/face protection: Use chemical goggles. If exposure causes eye discomfort, use a full-face respirator.

Skin protection

Hand protection: Use gloves chemically resistant to this material. Examples of preferred glove barrier materials include: Butyl rubber. Examples of acceptable glove barrier materials include: Nitrile/butadiene rubber ("nitrile" or "NBR"). NOTICE: The selection of a specific glove for a particular application and duration of use in a workplace should also take into account all relevant workplace factors such as, but not limited to: Other chemicals which may be handled, physical requirements (cut/puncture protection, dexterity, thermal protection), potential body reactions to glove materials, as well as the instructions/specifications provided by the glove supplier.

Other protection: Use protective clothing chemically resistant to this material. Selection of specific items such as face shield, boots, apron, or full body suit will depend on the task. Use chemical protective clothing resistant to this material, when there is any possibility of skin contact.

Respiratory protection: Atmospheric levels should be maintained below the exposure guideline. When respiratory protection is required, use an approved air-purifying or positive-pressure supplied-air respirator depending on the potential airborne concentration. For operations such as spraying/misting and other conditions such as emergencies where the exposure guideline may be greatly exceeded, use an approved positive-pressure self-contained breathing apparatus or positive-pressure airline with auxiliary self-contained air supply.

The following should be effective types of air-purifying respirators: Full-face Organic vapor cartridge with a particulate pre-filter.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance

Physical state	Liquid.
Color	Colorless to yellow
Odor	Fruity
Odor Threshold	< 1 ppb <i>Literature</i>
pH	3.1 - 4.5 <i>Calculated.</i>
Melting point/range	Not applicable
Freezing point	-3 °C (27 °F) <i>Calculated.</i>
Boiling point (760 mmHg)	100.7 °C (213.3 °F) <i>OECD Test Guideline 103</i>
Flash point	closed cup <i>ASTM D 56</i> None
Evaporation Rate (Butyl Acetate = 1)	0.8 <i>Calculated.</i>
Flammability (solid, gas)	Not applicable to liquids
Lower explosion limit	No test data available
Upper explosion limit	No test data available

Vapor Pressure	0.3 mmHg at 20 °C (68 °F) OECD Test Guideline 104 Active ingredient
Relative Vapor Density (air = 1)	0.7 Calculated.
Relative Density (water = 1)	1.035 at 20 °C (68 °F) Calculated.
Water solubility	100 % at 20 °C (68 °F) EC Method A6
Partition coefficient: n-octanol/water	No data available
Auto-ignition temperature	No test data available
Decomposition temperature	No test data available
Dynamic Viscosity	3.2 mPa.s at 20 °C (68 °F) (Brookfield Viscosity)
Kinematic Viscosity	3.09 cSt at 20 °C (68 °F) Calculated.
Explosive properties	No data available
Oxidizing properties	No data available
Liquid Density	8.62 lb/gal at 20 °C (68 °F) Calculated.
Molecular weight	No test data available

NOTE: The physical data presented above are typical values and should not be construed as a specification.

10. STABILITY AND REACTIVITY

Reactivity: No dangerous reaction known under conditions of normal use.

Chemical stability: Thermally stable at typical use temperatures.

Possibility of hazardous reactions: Polymerization will not occur.

Conditions to avoid: Active ingredient decomposes at elevated temperatures.

Incompatible materials: Avoid contact with: Amines. Ammonia. Strong acids. Strong bases. Strong oxidizers. Avoid contact with metals such as: Aluminum. Carbon steel. Copper. Iron. Mild steel.

Hazardous decomposition products: Decomposition products depend upon temperature, air supply and the presence of other materials.

11. TOXICOLOGICAL INFORMATION

Toxicological information appears in this section when such data is available.

Acute toxicity

Acute oral toxicity

Low toxicity if swallowed. Swallowing may result in irritation or burns of the mouth, throat, and gastrointestinal tract. Swallowing may result in gastrointestinal irritation or ulceration. Excessive exposure may cause: Headache. Dizziness. Anesthetic effects. Drowsiness. Unconsciousness. Other central nervous system effects.

Single dose oral LD50 has not been determined.

Typical for this family of materials.
LD50, Rat, > 900 mg/kg

Acute dermal toxicity

Prolonged skin contact is unlikely to result in absorption of harmful amounts.

The dermal LD50 has not been determined.

Typical for this family of materials.
LD50, Rabbit, > 16,000 mg/kg

Acute inhalation toxicity

Vapor may cause severe irritation of the upper respiratory tract (nose and throat). Vapor from heated material or mist may cause serious adverse effects, even death. Case reports and medical surveys link asthma and respiratory irritation to glutaraldehyde exposure, primarily in medical personnel. Asthma-like symptoms may occur in people prone to respiratory disorders or other allergies. Asthma-like symptoms may include coughing, difficult breathing and a feeling of tightness in the chest. Occasionally, breathing difficulties may be life threatening. As product: The LC50 has not been determined.

Skin corrosion/irritation

Brief contact may cause skin burns. Symptoms may include pain, severe local redness and tissue damage.

Serious eye damage/eye irritation

May cause severe irritation with corneal injury which may result in permanent impairment of vision, even blindness. Chemical burns may occur.
Vapor may cause eye irritation experienced as mild discomfort and redness.

Sensitization

Skin contact may cause an allergic skin reaction in a small proportion of individuals.
Based on information for component(s):
Has caused allergic skin reactions when tested in guinea pigs.
Has demonstrated the potential for contact allergy in mice.

May cause allergic respiratory response in a small proportion of individuals.

Specific Target Organ Systemic Toxicity (Single Exposure)

Material is corrosive. Upper respiratory tract irritation or corrosivity may be expected.

Specific Target Organ Systemic Toxicity (Repeated Exposure)

Repeated skin contact may result in absorption of amounts which could cause death.
May cause nausea and vomiting.

Carcinogenicity

In a NTP chronic 2-year inhalation study on glutaraldehyde, no carcinogenicity was seen in rats or in mice. An increase in large granular lymphocytes in Fischer rats dosed with glutaraldehyde for two years was random or a secondary carcinogenic effect due to a modifying influence on the occurrence of this common neoplasm in this rat strain.

Teratogenicity

For glutaraldehyde: Has been toxic to the fetus in laboratory animals at doses toxic to the mother.
Did not cause birth defects in laboratory animals.

Reproductive toxicity

For glutaraldehyde: In animal studies, did not interfere with reproduction.

Mutagenicity

For glutaraldehyde: In vitro genetic toxicity studies were negative in some cases and positive in other cases. Animal genetic toxicity studies were predominantly negative.

Aspiration Hazard

Aspiration into the lungs may occur during ingestion or vomiting, causing tissue damage or lung injury.

COMPONENTS INFLUENCING TOXICOLOGY:

Glutaraldehyde

Acute inhalation toxicity

LC50, Rat, female, 4 Hour, dust/mist, 0.28 mg/l

LC50, Rat, male, 4 Hour, dust/mist, 0.35 mg/l

Quaternary ammonium compounds, benzyl-C12-16-alkyldimethyl chlorides

Acute inhalation toxicity

LC50, Rat, 4 Hour, dust/mist, 0.25 mg/l OECD Test Guideline 403

Ethanol

Acute inhalation toxicity

LC50, Rat, 4 Hour, vapour, 124.7 mg/l

12. ECOLOGICAL INFORMATION

Ecotoxicological information appears in this section when such data is available.

Toxicity

Acute toxicity to fish

Material is moderately toxic to aquatic organisms on an acute basis (LC50/EC50 between 1 and 10 mg/L in the most sensitive species tested).

LC50, *Oncorhynchus mykiss* (rainbow trout), static test, 96 Hour, 25 mg/l, OECD Test Guideline 203 or Equivalent

LC50, *Lepomis macrochirus* (Bluegill sunfish), static test, 96 Hour, 13 mg/l, OECD Test Guideline 203 or Equivalent

Acute toxicity to aquatic invertebrates

LC50, *Daphnia magna* (Water flea), static test, 48 Hour, 3.5 mg/l, OECD Test Guideline 202 or Equivalent

Acute toxicity to algae/aquatic plants

For Glutaraldehyde.

NOEC, *Desmodesmus subspicatus* (green algae), 72 Hour, Growth rate inhibition, 0.025 mg/l

Chronic aquatic toxicity**Chronic toxicity to aquatic invertebrates**

For Glutaraldehyde.

NOEC, water flea *Daphnia magna*, flow-through test, 21 d, number of offspring, 0.12 mg/l

For Quaternary ammonium compounds, benzyl-C12-16-alkyldimethyl, chlorides.

NOEC, *Daphnia magna* (Water flea), 21 d, 0.0042 mg/l**Toxicity to Above Ground Organisms**

Material is practically non-toxic to birds on an acute basis (LD50 > 2000 mg/kg).

Material is practically non-toxic to birds on a dietary basis (LC50 > 5000 ppm).

oral LD50, *Anas platyrhynchos* (Mallard duck), 28 d, 2,109 mg/kgdietary LC50, *Anas platyrhynchos* (Mallard duck), 8 d, > 5,620 ppmdietary LC50, *Colinus virginianus* (Bobwhite quail), 5 d, > 5,620 ppm**Persistence and degradability****Glutaraldehyde****Biodegradability:** Material is readily biodegradable. Passes OECD test(s) for ready biodegradability.

10-day Window: Pass

Biodegradation: 73 %**Exposure time:** 9 d**Method:** OECD Test Guideline 301A or Equivalent

10-day Window: Not applicable

Biodegradation: 73 %**Exposure time:** 28 d**Method:** OECD Test Guideline 306 or Equivalent**Theoretical Oxygen Demand:** 1.92 mg/mg**Biological oxygen demand (BOD)**

Incubation Time	BOD
5 d	28 %
10 d	57 - 63 %
20 d	72 - 74 %

Photodegradation**Test Type:** Half-life (indirect photolysis)**Sensitization:** OH radicals**Atmospheric half-life:** 2.74 Hour**Method:** Estimated.**Quaternary ammonium compounds, benzyl-C12-16-alkyldimethyl, chlorides****Biodegradability:** Material is expected to be readily biodegradable.

10-day Window: Pass

Biodegradation: > 95.5 %
Exposure time: 28 d
Method: OECD Test Guideline 301B or Equivalent

Biodegradation: > 99 %
Exposure time: 7 d
Method: OECD Test Guideline 302A or Equivalent

Biodegradation: > 90 %
Method: OECD Test Guideline 303A or Equivalent

Ethanol

Biodegradability: Material is readily biodegradable. Passes OECD test(s) for ready biodegradability.

10-day Window: Pass

Biodegradation: > 70 %
Exposure time: 5 d
Method: OECD Test Guideline 301D or Equivalent

Theoretical Oxygen Demand: 2.08 mg/mg

Photodegradation

Test Type: Half-life (Indirect photolysis)

Sensitization: OH radicals

Atmospheric half-life: 2.99 d

Method: Estimated.

Bioaccumulative potential

Glutaraldehyde

Bioaccumulation: Bioconcentration potential is low (BCF < 100 or Log Pow < 3).

Partition coefficient: n-octanol/water(log Pow): -0.333 Measured

Quaternary ammonium compounds, benzyl-C12-16-alkyldimethyl chlorides

Bioaccumulation: Bioconcentration potential is low (BCF < 100 or Log Pow < 3).

Bioconcentration factor (BCF): 33.3 *Lepomis macrochirus* (Bluegill sunfish) 60 d Measured

Ethanol

Bioaccumulation: Bioaccumulation is unlikely. Bioconcentration potential is low (BCF < 100 or Log Pow < 3).

Partition coefficient: n-octanol/water(log Pow): -0.31 Measured

Mobility in soil

Glutaraldehyde

Potential for mobility in soil is high (Koc between 50 and 150).

Given its very low Henry's constant, volatilization from natural bodies of water or moist soil is not expected to be an important fate process.

Partition coefficient (Koc): 120 - 500 Estimated.

Quaternary ammonium compounds, benzyl-C12-16-alkyldimethyl chlorides

No relevant data found.

Ethanol

Potential for mobility in soil is very high (Koc between 0 and 50).

Partition coefficient (Koc): 1.0 Estimated.

13. DISPOSAL CONSIDERATIONS

Disposal methods: DO NOT DUMP INTO ANY SEWERS, ON THE GROUND, OR INTO ANY BODY OF WATER. All disposal practices must be in compliance with all Federal, State/Provincial and local laws and regulations. Regulations may vary in different locations. Waste characterizations and compliance with applicable laws are the responsibility solely of the waste generator. AS YOUR SUPPLIER, WE HAVE NO CONTROL OVER THE MANAGEMENT PRACTICES OR MANUFACTURING PROCESSES OF PARTIES HANDLING OR USING THIS MATERIAL. THE INFORMATION PRESENTED HERE PERTAINS ONLY TO THE PRODUCT AS SHIPPED IN ITS INTENDED CONDITION AS DESCRIBED IN MSDS SECTION: Composition Information. FOR UNUSED & UNCONTAMINATED PRODUCT, the preferred options include sending to a licensed, permitted: Incinerator or other thermal destruction device.

14. TRANSPORT INFORMATION

DOT

Proper shipping name	Corrosive liquid, acidic, organic, n.o.s.(Glutaraldehyde)
UN number	UN 3265
Class	8
Packing group	III

Classification for SEA transport (IMO-IMDG):

Proper shipping name	CORROSIVE LIQUID, ACIDIC, ORGANIC, N.O.S.(Glutaraldehyde)
UN number	UN 3265
Class	8
Packing group	III
Marine pollutant	Quaternary ammonium compounds, benzyl-C12-16-alkyldimethyl, chlorides
Transport in bulk according to Annex I or II of MARPOL 73/78 and the IBC or IGC Code	Consult IMO regulations before transporting ocean bulk

Classification for AIR transport (IATA/ICAO):

Proper shipping name	Corrosive liquid, acidic, organic, n.o.s.(Glutaraldehyde)
UN number	UN 3265
Class	8
Packing group	III

This information is not intended to convey all specific regulatory or operational requirements/information relating to this product. Transportation classifications may vary by container volume and may be influenced by regional or country variations in regulations. Additional

transportation system information can be obtained through an authorized sales or customer service representative. It is the responsibility of the transporting organization to follow all applicable laws, regulations and rules relating to the transportation of the material.

15. REGULATORY INFORMATION

Superfund Amendments and Reauthorization Act of 1986 Title III (Emergency Planning and Community Right-to-Know Act of 1986) Sections 311 and 312

Specific target organ toxicity (single or repeated exposure)

Respiratory or skin sensitisation

Serious eye damage or eye irritation

Skin corrosion or irritation

Acute toxicity (any route of exposure)

Superfund Amendments and Reauthorization Act of 1986 Title III (Emergency Planning and Community Right-to-Know Act of 1986) Section 313

This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Pennsylvania Worker and Community Right-To-Know Act:

The following chemicals are listed because of the additional requirements of Pennsylvania law:

Components
Glutaraldehyde

CASRN
111-30-8

California Prop. 65

This product contains a chemical that is at or below California Propositions 65's "safe harbor level" as determined via a risk assessment. Therefore, the chemical is not required to be listed as a Prop 65 chemical on the SDS or label.

United States TSCA Inventory (TSCA)

This product contains chemical substance(s) exempt from U.S. EPA TSCA Inventory requirements. It is regulated as a pesticide subject to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) requirements.

Federal Insecticide, Fungicide and Rodenticide Act

EPA Registration Number: 464-700

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals. Following is the hazard information as required on the pesticide label:

DANGER

Corrosive

Causes irreversible eye damage

Causes skin irritation

Harmful if inhaled

Harmful if swallowed
 Harmful if absorbed through skin
 Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals.
 Causes asthmatic signs and symptoms in hyper-reactive individuals.
 This pesticide is toxic to fish, aquatic invertebrates, oysters and shrimp

16. OTHER INFORMATION

Product Literature

Additional information on this product may be obtained by calling your sales or customer service contact.

Revision

Identification Number: 11014434 / A001 / Issue Date: 07/05/2018 / Version: 2.2

Most recent revision(s) are noted by the bold, double bars in left-hand margin throughout this document.

Legend

ACGIH	USA. ACGIH Threshold Limit Values (TLV)
C	Ceiling limit
CAL PEL	California permissible exposure limits for chemical contaminants (Title 8, Article 107)
DSEN, RSEN	Skin and respiratory sensitizer
OSHA Z-1	USA. Occupational Exposure Limits (OSHA) - Table Z-1 Limits for Air Contaminants
PEL	Permissible exposure limit
STEL	Short-term exposure limit
TWA	8-hour, time-weighted average

Full text of other abbreviations

AICS - Australian Inventory of Chemical Substances; ASTM - American Society for the Testing of Materials; bw - Body weight; CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act; CMR - Carcinogen, Mutagen or Reproductive Toxicant; DIN - Standard of the German Institute for Standardisation; DOT - Department of Transportation; DSL - Domestic Substances List (Canada); ECx - Concentration associated with x% response; EHS - Extremely Hazardous Substance; ELx - Loading rate associated with x% response; EmS - Emergency Schedule; ENCS - Existing and New Chemical Substances (Japan); ErCx - Concentration associated with x% growth rate response; ERG - Emergency Response Guide; GHS - Globally Harmonized System; GLP - Good Laboratory Practice; HMIS - Hazardous Materials Identification System; IARC - International Agency for Research on Cancer; IATA - International Air Transport Association; IBC - International Code for the Construction and Equipment of Ships carrying Dangerous Chemicals in Bulk; IC50 - Half maximal inhibitory concentration; ICAO - International Civil Aviation Organization; IECSC - Inventory of Existing Chemical Substances in China; IMDG - International Maritime Dangerous Goods; IMO - International Maritime Organization; ISHL - Industrial Safety and Health Law (Japan); ISO - International Organisation for Standardization; KECI - Korea Existing Chemicals Inventory; LC50 - Lethal Concentration to 50 % of a test population; LD50 - Lethal Dose to 50% of a test population (Median Lethal Dose); MARPOL - International Convention for the Prevention of Pollution from Ships; MSHA - Mine Safety and Health Administration; n.o.s. - Not Otherwise Specified; NFPA - National Fire Protection Association; NO(A)EC - No Observed (Adverse) Effect Concentration; NO(A)EL - No Observed (Adverse) Effect Level; NOELR - No Observable Effect Loading Rate; NTP - National Toxicology Program; NZIoC - New Zealand Inventory of Chemicals; OECD - Organization for

Economic Co-operation and Development; OPPTS - Office of Chemical Safety and Pollution Prevention; PBT - Persistent, Bioaccumulative and Toxic substance; PICCS - Philippines Inventory of Chemicals and Chemical Substances; (Q)SAR - (Quantitative) Structure Activity Relationship; RCRA - Resource Conservation and Recovery Act; REACH - Regulation (EC) No 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals; RQ - Reportable Quantity; SADT - Self-Accelerating Decomposition Temperature; SARA - Superfund Amendments and Reauthorization Act; SDS - Safety Data Sheet; TCSI - Taiwan Chemical Substance Inventory; TSCA - Toxic Substances Control Act (United States); UN - United Nations; UNRTDG - United Nations Recommendations on the Transport of Dangerous Goods; vPvB - Very Persistent and Very Bioaccumulative

Information Source and References

This SDS is prepared by Product Regulatory Services and Hazard Communications Groups from information supplied by internal references within our company.

THE DOW CHEMICAL COMPANY urges each customer or recipient of this (M)SDS to study it carefully and consult appropriate expertise, as necessary or appropriate, to become aware of and understand the data contained in this (M)SDS and any hazards associated with the product. The information herein is provided in good faith and believed to be accurate as of the effective date shown above. However, no warranty, express or implied, is given. Regulatory requirements are subject to change and may differ between various locations. It is the buyer's/user's responsibility to ensure that his activities comply with all federal, state, provincial or local laws. The information presented here pertains only to the product as shipped. Since conditions for use of the product are not under the control of the manufacturer, it is the buyer's/user's duty to determine the conditions necessary for the safe use of this product. Due to the proliferation of sources for information such as manufacturer-specific (M)SDSs, we are not and cannot be responsible for (M)SDSs obtained from any source other than ourselves. If you have obtained an (M)SDS from another source or if you are not sure that the (M)SDS you have is current, please contact us for the most current version.

US



FORMAL BID RECOMMENDATION

BID NUMBER: 96896-12143-269

OPEN: December 14, 2023

TITLE: Culture Sampling and Analysis of Cooling Tower

DATE: January 12, 2024

TO: KIMBERLY STANTON

FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD.
FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

		BID RESULTS
		Bidder
Date: January 12, 2024	Item	
	001	Recommend that this be awarded to
To: Supervisor From: Kimberly Stanton, Buyer		Acqua treat Ltd., as the lowest
		responsible bidder meeting specifications
List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.		and bid terms for all items
Buyer		
Date: _____		
To: Director From: Supervisor		
<input type="checkbox"/> Concur <input type="checkbox"/> Disagree (See Reverse)		
Date: <u>1/12/24</u>		
To: Buyer From: Director		
<input checked="" type="checkbox"/> Approved for Award		
<input type="checkbox"/> Hold award pending discussion.		
NO <input type="checkbox"/> Subject to Legislature Approval		
YES <input checked="" type="checkbox"/> Subject to Legislature Approval		
Director <u>[Signature]</u>		

OFFICE OF PURCHASING
SUMMARY OF BIDS
OPENED: December 14, 2023 AT 11:00 A.M.
BID NO: 96896-12143-269
REQ. NO: N/A
TITLE: CULTURE SAMPLING AND ANALYSIS OF COOLING TOWERS - REBID

ITEM #	ARTICLE	QTY	UNIT	ADK WATER SOLUTIONS		ACQUA TREAT, LTD.		BARCLAY WATER MANAGEMENT, INC.		GOTHAM REFINING CHEMICAL CORP.	
				1	TOTAL	2	TOTAL	3	TOTAL	4	TOTAL
	HEMPSTEAD DISTRICT COURT 99 MAIN ST, HEMPSTEAD, NY 1 COOLING TOWER (MAY-OCT)										
1	Cooling Tower Registration onetime fee	1	EA	\$ 40.00		\$ 100.00		NC		\$ 150.00	
2	Maintenance Program and Plan	1	EA	\$ 350.00		\$ 100.00		\$ 1,000.00		\$ 200.00	
3	Startup Inspection	1	EA	\$ 189.00		\$ 150.00		\$ 300.00		\$ 250.00	
4	Oxidizer and non-oxidizer monthly fee	1	EA	\$ 175.00		\$ 100.00		NA		\$ 200.00	
4a	Corrosion Inhibitors Monthly Fee	1	EA	\$ 100.00		\$ 100.00		\$ 291.24		\$ 200.00	
4b	Algicides and Biocide Monthly Fee	1	EA	\$ 175.00		\$ 100.00		\$ 761.47		\$ 100.00	
4c	Scale Inhibitors Monthly Fee	1	EA	\$ 100.00		\$ 50.00		WITH (A)		\$ 50.00	
5	14-day compliance inspection after startup Legionella culture sampling and analysis	1	EA	\$ 240.00		\$ 250.00		\$ 300.00		\$ 300.00	
6	30-day bacteriological culture sampling and analysis	1	EA	\$ 25.00		\$ 60.00		\$ 25.00		\$ 80.00	
7	90-day compliance inspection Legionella culture sampling and analysis, physical cooling tower inspection and certification	1	EA	\$ 240.00		\$ 250.00		\$ 300.00		\$ 300.00	
8	Increase Biocide per	1	EA	\$ 249.00		\$ 40.00		\$ 300.00		\$ 40.00	
9	Retest	1	EA	\$ 180.00		\$ 300.00		\$ 300.00		\$ 300.00	
10	Shutdown for removing or permanently discontinuing use of a cooling tower	1	EA	\$ 250.00		\$1,000.00		\$1,800.00		\$ 200.00	
	TOTAL				\$ 2,323.00		\$ 2,600.00		\$ 5,377.71		\$ 2,370.00
	SUPREME COURT 100 SUPREME COURT DR, MINEOLA, NY 2 COOLING TOWERS (MAY-OCT)										
11	Cooling Tower Registration onetime fee	1	EA	\$ 80.00		\$ 100.00		NC		\$ 150.00	
12	Maintenance Program and Plan	1	EA	\$ 350.00		\$ 100.00		\$1,000.00		\$ 200.00	
13	Startup Inspection	1	EA	\$ 199.00		\$ 150.00		\$ 300.00		\$ 250.00	
14	Oxidizer and non-oxidizer monthly fee	1	EA	\$ 175.00		\$ 200.00		NA		\$ 250.00	
14a	Corrosion Inhibitors Monthly Fee	1	EA	\$ 100.00		\$ 200.00		\$ 291.24		\$ 250.00	
14b	Algicides and Biocide Monthly Fee	1	EA	\$ 175.00		\$ 100.00		\$ 761.47		\$ 100.00	
14c	Scale Inhibitors Monthly Fee	1	EA	\$ 100.00		\$ 50.00		WITH (A)		\$ 50.00	
15	14-day compliance inspection after startup Legionella culture sampling and analysis	1	EA	\$ 240.00		\$ 250.00		\$ 300.00		\$ 300.00	
16	30-day bacteriological culture sampling and analysis	1	EA	\$ 25.00		\$ 60.00		\$ 25.00		\$ 80.00	
17	90-day compliance inspection Legionella culture sampling and analysis, physical cooling tower inspection and certification	1	EA	\$ 240.00		\$ 250.00		\$ 300.00		\$ 300.00	
18	Increase Biocide per	1	EA	\$ 249.00		\$ 40.00		\$ 300.00		\$ 40.00	
19	Retest	1	EA	\$ 180.00		\$ 300.00		\$ 300.00		\$ 300.00	
20	Shutdown for removing or permanently discontinuing use of a cooling tower	1	EA	\$ 250.00		\$1,000.00		\$1,800.00		\$ 200.00	

	COUNTY COURT HOUSE OLD COUNTRY, RD MINEOLA, NY TOWERS (MAY-OCT)	282 2 X BAC	TOTAL		\$ 2,363.00		\$ 2,800.00	\$ 5,377.71	\$ 2,470.00
21	Cooling Tower Registration onetime fee	1	EA	\$ 40.00		\$ 100.00			
22	Maintenance Program and Plan	1	EA	\$ 350.00		\$ 100.00	NC		\$ 150.00
23	Startup Inspection	1	EA	\$ 199.00		\$ 150.00	\$ 300.00		\$ 200.00
24	Oxidizer and non-oxidizer monthly fee	1	EA	\$ 200.00		\$ 200.00	NA		\$ 200.00
24a	Corrosion Inhibitors Monthly Fee	1	EA	\$ 100.00		\$ 200.00	\$ 332.84		\$ 200.00
24b	Algicides and Biocide Monthly Fee	1	EA	\$ 200.00		\$ 100.00	\$ 870.25		\$ 100.00
24c	Scale Inhibitors Monthly Fee	1	EA	\$ 200.00		\$ 50.00	WITH (A)		\$ 50.00
25	14-day compliance inspection after startup Legionella culture sampling and analysis	1	EA	\$ 240.00		\$ 250.00	\$ 300.00		\$ 300.00
26	30-day bacteriological culture sampling and analysis	1	EA	\$ 25.00		\$ 60.00	\$ 25.00		\$ 80.00
27	90-day compliance inspection Legionella culture sampling and analysis, physical cooling tower inspection and certification	1	EA	\$ 240.00		\$ 250.00	\$ 300.00		\$ 300.00
28	Increase Biocide per	1	EA	\$ 249.00		\$ 40.00	\$ 300.00		\$ 40.00
29	Retest	1	EA	\$ 180.00		\$ 300.00	\$ 300.00		\$ 300.00
30	Shutdown for removing or permanently discontinuing use of a cooling tower	1	EA	\$ 250.00		\$ 1,000.00	\$ 1,800.00		\$ 200.00
	TOTAL				\$ 2,473.00		\$ 2,800.00	\$ 5,528.09	\$ 2,370.00
	POLICE DEPT HDQT FRANKLIN AVE, MINEOLA, NY COOLING TOWERS (MAY-OCT)	1490 2							
31	Cooling Tower Registration onetime fee	1	EA	\$ 40.00		\$ 100.00	NC		\$ 150.00
32	Maintenance Program and Plan	1	EA	\$ 350.00		\$ 100.00	\$ 1,000.00		\$ 200.00
33	Startup Inspection	1	EA	\$ 199.00		\$ 150.00	\$ 300.00		\$ 250.00
34	Oxidizer and non-oxidizer monthly fee	1	EA	\$ 175.00		\$ 100.00	NA		\$ 200.00
34a	Corrosion Inhibitors Monthly Fee	1	EA	\$ 100.00		\$ 100.00	\$ 166.63		\$ 200.00
34b	Algicides and Biocide Monthly Fee	1	EA	\$ 175.00		\$ 100.00	\$ 435.12		\$ 100.00
34c	Scale Inhibitors Monthly Fee	1	EA	\$ 100.00		\$ 50.00	WITH (A)		\$ 50.00
35	14-day compliance inspection after startup Legionella culture sampling and analysis	1	EA	\$ 240.00		\$ 250.00	\$ 300.00		\$ 300.00
36	30-day bacteriological culture sampling and analysis	1	EA	\$ 25.00		\$ 60.00	\$ 25.00		\$ 80.00
37	90-day compliance inspection Legionella culture sampling and analysis, physical cooling tower inspection and certification	1	EA	\$ 240.00		\$ 250.00	\$ 300.00		\$ 300.00
38	Increase Biocide per	1	EA	\$ 249.00		\$ 40.00	\$ 300.00		\$ 40.00
39	Retest	1	EA	\$ 180.00		\$ 300.00	\$ 300.00		\$ 300.00
40	Shutdown for removing or permanently discontinuing use of a cooling tower	1	EA	\$ 250.00		\$ 500.00	\$ 18.00		\$ 200.00
	TOTAL				\$ 2,323.00		\$ 2,100.00	\$ 3,144.75	\$ 2,370.00
	FAMILY COURT 1200 OLD COUNTRY RD, WESTBURY, NY TOWERS (MAY-OCT)	2							
41	Cooling Tower Registration onetime fee	1	EA	\$ 40.00		\$ 100.00	NC		\$ 150.00
42	Maintenance Program and Plan	1	EA	\$ 350.00		\$ 100.00	\$ 1,000.00		\$ 200.00
43	Startup Inspection	1	EA	\$ 199.00		\$ 150.00	\$ 300.00		\$ 250.00

114a	Corrosion Inhibitors Monthly Fee	1	EA	\$ 100.00		\$ 50.00		\$ 150.00		\$ 200.00	
114b	Algicides and Biocide Monthly Fee	1	EA	\$ 175.00		\$ 50.00		\$ 150.00		\$ 100.00	
114c	Scale Inhibitors Monthly Fee	1	EA	\$ 100.00		\$ 50.00		WITH (A)		\$ 50.00	
115	14-day compliance inspection after startup Legionella culture sampling and analysis	1	EA	\$ 240.00		\$ 250.00		\$ 300.00		\$ 300.00	
116	30-day bacteriological culture sampling and analysis	1	EA	\$ 25.00		\$ 60.00		\$ 25.00		\$ 80.00	
117	90-day compliance inspection Legionella culture sampling and analysis, physical cooling tower inspection and certification	1	EA	\$ 240.00		\$ 250.00		\$ 300.00		\$ 300.00	
118	Increase Biocide per	1	EA	\$ 249.00		\$ 40.00		\$ 300.00		\$ 40.00	
119	Retest	1	EA	\$ 180.00		\$ 300.00		\$ 300.00		\$ 300.00	
120	Shutdown for removing or permanently discontinuing use of a cooling tower	1	EA	\$ 250.00		\$ 500.00		\$1,800.00		\$ 200.00	
		TOTAL			\$ 2,323.00		\$ 1,900.00		\$ 4,625.00		\$ 2,370.00
PLAN B (TIME AND MATERIALS) PRICING SCHEDULE:											
LABOR BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. MONDAY THROUGH FRIDAY:											
B1)	REGULAR HOURLY RATE	Hr.	\$	50.00		60.00		175.00		120.00	
B2)	EACH ADDITIONAL QUARTER HOUR	1/4 Hr.	\$	30.00		15.00		43.75		30.00	
B3)	TRAVEL TIME (IF ANY)		\$	NONE		0.00		NB		0.00	
B4)	MILEAGE (IF ANY)		\$	NONE		0.00		NB		0.00	
PARTS:											
B5)	MANUFACTURER'S LIST PRICE (MLP) LESS		%	5.00%		0.00%		15.00%		10.00%	
B6)	COST PLUS %		%	10.00%		25.00%		20.00%		25.00%	
OVERTIME RATES: All other times (after 5:00 PM or before 9:00 AM Monday through Friday, or any time on Saturday or Sunday):											
B7)	REGULAR HOURLY RATE	Hr.	\$	100.00		80.00		300.00		180.00	
B8)	EACH ADDITIONAL QUARTER HOUR	1/4 Hr.	\$	60.00		25.00		75.00		45.00	
		GRAND TOTAL			\$ 27,951.00		\$ 26,650.00		\$ 58,725.31		\$ 28,740.00

OFFICE OF PURCHASING
SUMMARY OF BIDS
OPENED: December 14, 2023 AT 11:00 A.M.
BID NO: 96896-12143-269
REQ. NO: N/A
TITLE: CULTURE SAMPLING AND ANALYSIS OF COOLING TOWERS - REBID

ITEM #	ARTICLE	QTY	UNIT	ADK WATER SOLUTIONS	ACQUA TREAT, LTD.	BARCLAY WATER MANAGEMENT, INC.	GOTHAM REFINING CHEMICAL CORP.	5	6	7	8	9	10	DETAILS OF AWARD
	HEMPSTEAD DISTRICT COURT 99 MAIN ST, HEMPSTEAD, NY 1 COOLING TOWER (MAY-OCT)													
1	Cooling Tower Registration onetime fee		EA	40.00	100.00	NC	150.00							
2	Maintenance Program and Plan		EA	350.00	100.00	1000.00	200.00							
3	Startup Inspection		EA	199.00	150.00	300.00	250.00							
4	Oxidizer and non-oxidizer monthly fee		EA	175.00	100.00	NA	200.00							
4a	Corrosion Inhibitors Monthly Fee		EA	100.00	100.00	291.24	200.00							
4b	Alcidides and Biocide Monthly Fee		EA	175.00	100.00	761.47	100.00							
4c	Scale Inhibitors Monthly Fee		EA	100.00	50.00	WITH (A)	50.00							
5	14-day compliance inspection after startup Legionella culture sampling and analysis		EA	240.00	250.00	300.00	300.00							
6	30-day bacteriological culture sampling and analysis		EA	25.00	60.00	25.00	80.00							
7	90-day compliance inspection Legionella culture sampling and analysis, physical cooling tower inspection and certification		EA	240.00	250.00	300.00	300.00							
8	Increase Biocide per		EA	249.00	40.00	300.00	40.00							
9	Retest		EA	180.00	300.00	300.00	300.00							
10	Shutdown for removing or permanently discontinuing use of a cooling tower		EA	250.00	1000.00	1800.00	200.00							
	SUPREME COURT 100 SUPREME COURT DR, MINEOLA, NY 2 COOLING TOWERS (MAY-OCT)													
11	Cooling Tower Registration onetime fee		EA	80.00	100.00	NC	150.00							
12	Maintenance Program and Plan		EA	350.00	100.00	1000.00	200.00							
13	Startup Inspection		EA	199.00	150.00	300.00	250.00							
14	Oxidizer and non-oxidizer monthly fee		EA	175.00	200.00	NA	250.00							
14a	Corrosion Inhibitors Monthly Fee		EA	100.00	200.00	291.24	250.00							
14b	Alcidides and Biocide Monthly Fee		EA	175.00	100.00	761.47	100.00							
14c	Scale Inhibitors Monthly Fee		EA	100.00	50.00	WITH (A)	50.00							
15	14-day compliance inspection after startup Legionella culture sampling and analysis		EA	240.00	250.00	300.00	300.00							
16	30-day bacteriological culture sampling and analysis		EA	25.00	60.00	25.00	80.00							
17	90-day compliance inspection Legionella culture sampling and analysis, physical cooling tower inspection and certification		EA	240.00	250.00	300.00	300.00							
18	Increase Biocide per		EA	249.00	40.00	300.00	40.00							
19	Retest		EA	180.00	300.00	300.00	300.00							
20	Shutdown for removing or permanently discontinuing use of a cooling tower		EA	250.00	1000.00	1800.00	200.00							
	COUNTY COURT HOUSE 262 OLD COUNTRY, RD MINEOLA, NY 2 X BAC TOWERS (MAY-OCT)													
21	Cooling Tower Registration onetime fee		EA	40.00	100.00	NC	150.00							
22	Maintenance Program and Plan		EA	350.00	100.00	1000.00	200.00							

OFFICE OF PURCHASING
SUMMARY OF BIDS
OPENED: December 14, 2023 AT 11:00 A.M.
BID NO: 96896-12143-269
REQ. NO: N/A
TITLE: CULTURE SAMPLING AND ANALYSIS OF COOLING TOWERS - REBID

ITEM #	ARTICLE	QTY	UNIT	ADK WATER SOLUTIONS	ACQUA TREAT, LTD.	BARCLAY WATER MANAGEMENT, INC.	GOTHAM REFINING CHEMICAL CORP.	5	6	7	8	9	10	DETAILS OF AWARD
23	Startup Inspection		EA	199.00	150.00	300.00	250.00							
24	Oxidizer and non-oxidizer monthly fee		EA	200.00	200.00	NA	200.00							
24a	Corrosion Inhibitors Monthly Fee		EA	100.00	200.00	332.84	200.00							
24b	Alcicides and Biocide Monthly Fee		EA	200.00	100.00	870.25	100.00							
24c	Scale Inhibitors Monthly Fee		EA	200.00	50.00	WITH (A)	50.00							
25	14-day compliance inspection after startup Legionella culture sampling and analysis		EA	240.00	250.00	300.00	300.00							
26	30-day bacteriological culture sampling and analysis		EA	25.00	60.00	25.00	80.00							
27	90-day compliance inspection Legionella culture sampling and analysis, physical cooling tower inspection and certification		EA	240.00	250.00	300.00	300.00							
28	Increase Biocide per		EA	249.00	40.00	300.00	40.00							
29	Retest		EA	180.00	300.00	300.00	300.00							
30	Shutdown for removing or permanently discontinuing use of a cooling tower POLICE DEPT HDQT 1490 FRANKLIN AVE, MINEOLA, NY 2 COOLING TOWERS (MAY-OCT)		EA	250.00	1000.00	1800.00	200.00							
31	Cooling Tower Registration onetime fee		EA	40.00	100.00	NC	150.00							
32	Maintenance Program and Plan		EA	350.00	100.00	1000.00	200.00							
33	Startup Inspection		EA	199.00	150.00	300.00	250.00							
34	Oxidizer and non-oxidizer monthly fee		EA	175.00	100.00	NA	200.00							
34a	Corrosion Inhibitors Monthly Fee		EA	100.00	100.00	166.63	200.00							
34b	Alcicides and Biocide Monthly Fee		EA	175.00	100.00	435.12	100.00							
34c	Scale Inhibitors Monthly Fee		EA	100.00	50.00	WITH (A)	50.00							
35	14-day compliance inspection after startup Legionella culture sampling and analysis		EA	240.00	250.00	300.00	300.00							
36	30-day bacteriological culture sampling and analysis		EA	25.00	60.00	25.00	80.00							
37	90-day compliance inspection Legionella culture sampling and analysis, physical cooling tower inspection and certification		EA	240.00	250.00	300.00	300.00							
38	Increase Biocide per		EA	249.00	40.00	300.00	40.00							
39	Retest		EA	180.00	300.00	300.00	300.00							
40	Shutdown for removing or permanently discontinuing use of a cooling tower FAMILY COURT 1200 OLD COUNTRY RD, WESTBURY, NY 2 TOWERS (MAY-OCT)		EA	250.00	500.00	1800.00	200.00							
41	Cooling Tower Registration onetime fee		EA	40.00	100.00	NC	150.00							
42	Maintenance Program and Plan		EA	350.00	100.00	1000.00	200.00							
43	Startup Inspection		EA	199.00	150.00	300.00	250.00							
44	Oxidizer and non-oxidizer monthly fee		EA	175.00	100.00	NA	200.00							
44a	Corrosion Inhibitors Monthly Fee		EA	100.00	100.00	150.00	200.00							
44b	Alcicides and Biocide Monthly Fee		EA	175.00	100.00	326.34	100.00							

OFFICE OF PURCHASING
SUMMARY OF BIDS
OPENED: December 14, 2023 AT 11:00 A.M.
BID NO: 96896-12143-269
REQ. NO: N/A
TITLE: CULTURE SAMPLING AND ANALYSIS OF COOLING TOWERS - REBID

ITEM #	ARTICLE	QTY	UNIT	ADK WATER SOLUTIONS	ACQUA TREAT, LTD.	BARCLAY WATER MANAGEMENT, INC.	GOTHAM REFINING CHEMICAL CORP.	5	6	7	8	9	10	DETAILS OF AWARD
44c	Scale Inhibitors Monthly Fee		EA	100.00	50.00	WITH (A)	50.00							TO NO. AMOUNT
45	14-day compliance inspection after startup Legionella culture sampling and analysis		EA	240.00	250.00	300.00	300.00							
46	30-day bacteriological culture sampling and analysis		EA	25.00	60.00	25.00	80.00							
47	90-day compliance inspection Legionella culture sampling and analysis, physical cooling tower inspection and certification		EA	240.00	250.00	300.00	300.00							
48	Increase Biocide per		EA	249.00	40.00	300.00	40.00							
49	Retest		EA	180.00	300.00	300.00	300.00							
50	Shutdown for removing or permanently discontinuing use of a cooling tower		EA	250.00	600.00	1800.00	200.00							
	OFFICE BUILDING													
	240 OLD COUNTRY RD, MINEOLA, NY													
	2 CARRIER CHILLERS (MAY-OCT)													
51	Cooling Tower Registration onetime fee		EA	40.00	100.00	NC	150.00							
52	Maintenance Program and Plan		EA	350.00	100.00	1000.00	200.00							
53	Startup Inspection		EA	199.00	150.00	300.00	250.00							
54	Oxidizer and non-oxidizer monthly fee		EA	175.00	100.00	NA	200.00							
54a	Corrosion Inhibitors Monthly Fee		EA	100.00	100.00	208.02	200.00							
54b	Algicides and Biocide Monthly Fee		EA	175.00	100.00	543.91	100.00							
54c	Scale Inhibitors Monthly Fee		EA	100.00	50.00	WITH (A)	50.00							
55	14-day compliance inspection after startup Legionella culture sampling and analysis		EA	240.00	250.00	300.00	300.00							
56	30-day bacteriological culture sampling and analysis		EA	25.00	60.00	25.00	80.00							
57	90-day compliance inspection Legionella culture sampling and analysis, physical cooling tower inspection and certification		EA	240.00	250.00	300.00	300.00							
58	Increase Biocide per		EA	249.00	40.00	300.00	40.00							
59	Retest		EA	180.00	300.00	300.00	300.00							
60	Shutdown for removing or permanently discontinuing use of a cooling tower		EA	250.00	400.00	1800.00	200.00							
	EXECUTIVE BUILDING													
	ONE WEST ST, MINOLA, NY													
	2 COOLING TOWERS (MAY-OCT)													
61	Cooling Tower Registration onetime fee		EA	40.00	100.00	NC	150.00							
62	Maintenance Program and Plan		EA	350.00	100.00	1000.00	200.00							
63	Startup Inspection		EA	199.00	150.00	300.00	250.00							
64	Oxidizer and non-oxidizer monthly fee		EA	175.00	100.00	NA	200.00							
64a	Corrosion Inhibitors Monthly Fee		EA	100.00	100.00	249.63	200.00							
64b	Algicides and Biocide Monthly Fee		EA	175.00	100.00	652.69	100.00							
64c	Scale Inhibitors Monthly Fee		EA	100.00	50.00	WITH (A)	50.00							
65	14-day compliance inspection after startup Legionella culture sampling and analysis		EA	240.00	250.00	300.00	300.00							
66	30-day bacteriological culture sampling and analysis		EA	25.00	60.00	25.00	80.00							
67	90-day compliance inspection Legionella culture sampling and analysis, physical cooling tower inspection and certification		EA	240.00	250.00	300.00	300.00							

OFFICE OF PURCHASING
SUMMARY OF BIDS
OPENED: December 14, 2023 AT 11:00 A.M.
BID NO: 96896-12143-269
REQ. NO: N/A
TITLE: CULTURE SAMPLING AND ANALYSIS OF COOLING TOWERS - REBID

ITEM #	ARTICLE	QTY	UNIT	ADK WATER SOLUTIONS	ACQUA TREAT, LTD.	BARCLAY WATER MANAGEMENT, INC.	GOTHAM REFINING CHEMICAL CORP.	5	6	7	8	9	10	DETAILS OF AWARD
68	Increase Biocide per		EA	249.00	40.00	300.00	40.00							AMOUNT
69	Retest		EA	180.00	300.00	300.00	300.00							
70	Shutdown for removing or permanently discontinuing use of a cooling tower		EA	250.00	500.00	1800.00	300.00							
	THEODORE ROOSEVELT BUILDING													
	1550 FRANKLIN AVE, MINEOLA, NY													
	2 COOLING TOWERS (MAY-OCT)													
71	Cooling Tower Registration onetime fee		EA	40.00	100.00	NC	150.00							
72	Maintenance Program and Plan		EA	350.00	100.00	1000.00	200.00							
73	Startup Inspection		EA	199.00	150.00	300.00	250.00							
74	Oxidizer and non-oxidizer monthly fee		EA	175.00	100.00	NA	200.00							
74a	Corrosion Inhibitors Monthly Fee		EA	100.00	100.00	150.00	200.00							
74b	Algidides and Biocide Monthly Fee		EA	175.00	100.00	326.34	100.00							
74c	Scale Inhibitors Monthly Fee		EA	100.00	50.00	WITH (A)	50.00							
75	14-day compliance inspection after startup Legionella culture sampling and analysis		EA	240.00	250.00	300.00	300.00							
76	30-day bacteriological culture sampling and analysis		EA	25.00	60.00	25.00	80.00							
77	90-day compliance inspection Legionella culture sampling and analysis,		EA	240.00	250.00	300.00	300.00							
78	physical cooling tower inspection and certification		EA	249.00	40.00	300.00	40.00							
78	Increase Biocide per		EA	180.00	300.00	300.00	300.00							
79	Retest		EA											
80	Shutdown for removing or permanently discontinuing use of a cooling tower		EA	250.00	400.00	1800.00	200.00							
	AQUATIC CENTER													
	EISENHOWER PARK													
	TWO COOLING TOWERS (MAY-OCT)													
81	Cooling Tower Registration onetime fee		EA	40.00	100.00	NC	150.00							
82	Maintenance Program and Plan		EA	350.00	100.00	1000.00	200.00							
83	Startup Inspection		EA	199.00	150.00	300.00	250.00							
84	Oxidizer and non-oxidizer monthly fee		EA	175.00	100.00	NA	200.00							
84a	Corrosion Inhibitors Monthly Fee		EA	100.00	100.00	208.50	200.00							
84b	Algidides and Biocide Monthly Fee		EA	175.00	100.00	529.69	100.00							
84c	Scale Inhibitors Monthly Fee		EA	100.00	50.00	WITH (A)	50.00							
85	14-day compliance inspection after startup Legionella culture sampling and analysis		EA	240.00	250.00	300.00	300.00							
86	30-day bacteriological culture sampling and analysis		EA	25.00	60.00	25.00	80.00							
87	90-day compliance inspection Legionella culture sampling and analysis,		EA	240.00	250.00	300.00	300.00							
87	physical cooling tower inspection and certification		EA	249.00	40.00	300.00	40.00							
88	Increase Biocide per		EA	180.00	300.00	300.00	300.00							
89	Retest		EA											
90	Shutdown for removing or permanently discontinuing use of a cooling tower		EA	250.00	400.00	1800.00	200.00							

OFFICE OF PURCHASING
SUMMARY OF BIDS
OPENED: December 14, 2023 AT 11:00 A.M.
BID NO: 96896-12143-269
REQ. NO: N/A
TITLE: CULTURE SAMPLING AND ANALYSIS OF COOLING TOWERS - REBID

ITEM #	ARTICLE	QTY	UNIT	ADK WATER SOLUTIONS	ACQUA TREAT. LTD.	BARCLAY WATER MANAGEMENT, INC.	GOTHAM REFINING CHEMICAL CORP.	5	6	7	8	9	10	DETAILS OF AWARD
	CANTIAGUE PARK ICE RINK W. JOHN ST. HICKSVILLE, NY COOLING TOWER 165 TONS (12 MONTHS)													
91	Cooling Tower Registration onetime fee		EA	40.00	100.00	NC	150.00							
92	Maintenance Program and Plan		EA	350.00	100.00	1000.00	200.00							
93	Startup Inspection		EA	199.00	100.00	300.00	250.00							
94	Oxidizer and non-oxidizer monthly fee		EA	175.00	200.00	NA	200.00							
94a	Corrosion Inhibitors Monthly Fee		EA	100.00	200.00	208.02	200.00							
94b	Algicides and Biocide Monthly Fee		EA	175.00	100.00	543.91	100.00							
94c	Scale Inhibitors Monthly Fee		EA	100.00	50.00	WITH (A)	50.00							
95	14-day compliance inspection after startup Legionella culture sampling and analysis		EA	240.00	250.00	300.00	300.00							
96	30-day bacteriological culture sampling and analysis		EA	25.00	60.00	25.00	80.00							
97	90-day compliance inspection Legionella culture sampling and analysis, physical cooling tower inspection and certification		EA	240.00	250.00	300.00	300.00							
98	Increase Biocide per		EA	249.00	40.00	300.00	40.00							
99	Retest		EA	180.00	300.00	300.00	300.00							
100	Shutdown for removing or permanently discontinuing use of a cooling tower		EA	250.00	500.00	1800.00	300.00							
	TACKAPAUSHA MUSEUM & PRESERVE WASHINGTON AVE. SEAFORD, NY COOLING TOWER, 50 TONS (MAY-OCT)													
101	Cooling Tower Registration onetime fee		EA	40.00	100.00	NC	150.00							
102	Maintenance Program and Plan		EA	350.00	100.00	1000.00	200.00							
103	Startup Inspection		EA	199.00	100.00	300.00	250.00							
104	Oxidizer and non-oxidizer monthly fee		EA	175.00	50.00	NA	200.00							
104a	Corrosion Inhibitors Monthly Fee		EA	100.00	50.00	150.00	200.00							
104b	Algicides and Biocide Monthly Fee		EA	175.00	50.00	150.00	100.00							
104c	Scale Inhibitors Monthly Fee		EA	100.00	50.00	WITH (A)	50.00							
105	14-day compliance inspection after startup Legionella culture sampling and analysis		EA	240.00	250.00	300.00	300.00							
106	30-day bacteriological culture sampling and analysis		EA	25.00	60.00	25.00	80.00							
107	90-day compliance inspection Legionella culture sampling and analysis, physical cooling tower inspection and certification		EA	240.00	250.00	300.00	300.00							
108	Increase Biocide per		EA	249.00	40.00	300.00	40.00							
109	Retest		EA	180.00	300.00	300.00	300.00							
110	Shutdown for removing or permanently discontinuing use of a cooling tower		EA	250.00	500.00	1800.00	300.00							
	EISENHOWER PARK ADMINISTRATION BUILDING 1 COOLING TOWER													
111	Cooling Tower Registration onetime fee		EA	40.00	100.00	NC	150.00							
112	Maintenance Program and Plan		EA	350.00	100.00	1000.00	200.00							

OFFICE OF PURCHASING
SUMMARY OF BIDS
OPENED: December 14, 2023 AT 11:00 A.M.
BID NO: 96896-12143-269
REQ. NO: N/A
TITLE: CULTURE SAMPLING AND ANALYSIS OF COOLING TOWERS - REBID

ITEM #	ARTICLE	QTY	UNIT	ADK WATER SOLUTIONS	ACQUA TREAT. LTD.	BARCLAY WATER MANAGEMENT, INC.	GOTHAM REFINING CHEMICAL CORP.	5	6	7	8	9	10	DETAILS OF AWARD
113	Startup Inspection		EA	199.00	100.00	300.00	250.00							
114	Oxidizer and non-oxidizer monthly fee		EA	175.00	50.00	NA	200.00							
114a	Corrosion Inhibitors Monthly Fee		EA	100.00	50.00	150.00	200.00							
114b	Algicides and Biocide Monthly Fee		EA	175.00	50.00	150.00	100.00							
114c	Scale Inhibitors Monthly Fee		EA	100.00	50.00	WITH (A)	50.00							
115	14-day compliance inspection after startup Legionella culture sampling and analysis		EA	240.00	250.00	300.00	300.00							
116	30-day bacteriological culture sampling and analysis		EA	25.00	60.00	25.00	80.00							
117	90-day compliance inspection Legionella culture sampling and analysis, physical cooling tower inspection and certification		EA	240.00	250.00	300.00	300.00							
118	Increase Biocide per		EA	249.00	40.00	300.00	40.00							
119	Retest		EA	180.00	300.00	300.00	300.00							
120	Shutdown for removing or permanently discontinuing use of a cooling tower		EA	250.00	500.00	1800.00	200.00							
PLAN B (TIME AND MATERIALS) PRICING SCHEDULE: LABOR BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. MONDAY THROUGH FRIDAY:														
B1)	REGULAR HOURLY RATE	Hr.	\$	50.00	60.00	175.00	120.00							
B2)	EACH ADDITIONAL QUARTER HOUR	1/4 Hr.	\$	30.00	15.00	43.75	30.00							
B3)	TRAVEL TIME (IF ANY)		\$	NONE	0.00	NB	0.00							
B4)	MILEAGE (IF ANY)		\$	NONE	0.00	NB	0.00							
PARTS:														
B5)	MANUFACTURER'S LIST PRICE (MLP) LESS		%	5.00%	0.00%	15.00%	10.00%							
B6)	COST PLUS %		%	10.00%	25.00%	20.00%	25.00%							
OVERTIME RATES: All other times (after 5:00 PM or before 9:00 AM Monday through Friday, or any time on Saturday or Sunday).														
B7)	REGULAR HOURLY RATE	Hr.	\$	100.00	80.00	300.00	180.00							
B8)	EACH ADDITIONAL QUARTER HOUR	1/4 Hr.	\$	60.00	25.00	75.00	45.00							
PREPARED BY														
				TERMS	NET	NET	NET	NET	NET	NET	NET	NET	NET	

Claudia Colasurdo hereby certifies that the bids listed above were opened at the time and place specified therein and that the above is a correct transcription from all original bids received.

Date 12/14/23 Claudia Colasurdo

PUBLIC BID OFFICER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/09/2023

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

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

PRODUCER WaterColor Management P.O. Box 1132 Decatur AL 35602-	CONTACT NAME: Karen Seals PHONE (A/C, No, Ext): (256)260-0412 FAX (A/C, No): (888)512-1613 E-MAIL ADDRESS: karen@watercolormanagement.com
INSURED Acqua Treat, Ltd. 110 South 2nd Street New Hyde Park NY 11040-	INSURER(S) AFFORDING COVERAGE INSURER A: Lloyd's of London NAIC # 15792 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD MOD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab. <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X X	LGLEX000228-02	06/07/2023	06/07/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000 Pollution Liab. \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED: RETENTION \$	X X	LGLEX000228-02	06/07/2023	06/07/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
State of New York and the County of Nassau are named as additional insured.

CERTIFICATE HOLDER

CANCELLATION

AI 005926

State of New York County of Nassau 240 Old Country Rd, Room 307 Mineola NY 11501-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Donald L. Cleveland</i>
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Workers'
Compensation
Board

CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) ACQUA TREAT LTD 110 SOUTH 2ND STREET NEW HYDE PARK, NY 11040 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured 516-775-1030 1c. Federal Employer Identification Number of Insured or Social Security Number 113628307
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) State of New York County of Nassau 240 Old Country Road, Rm 307 Mineola, NY 11501	3a. Name of Insurance Carrier ShelterPoint Life Insurance Company 3b. Policy Number of Entity Listed in Box "1a" DBL573974 3c. Policy effective period 01/01/2023 to 12/31/2024


4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits Insurance coverage as described above.

Date Signed 9/19/2023 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.





New York State Insurance Fund

PO Box 66699, Albany, NY 12206

| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE



SCAN TO VALIDATE
AND SUBSCRIBE

***** 113628307
ACQUA TREAT LTD
110 SOUTH 2 ST
NEW HYDE PARK NY 11040

POLICYHOLDER ACQUA TREAT LTD 110 SOUTH 2 ST NEW HYDE PARK NY 11040		CERTIFICATE HOLDER VARIOUS LOCATION DPW STATE OF NEW YORK COUNTY OF NASSAU 240 OLD COUNTRY RD/RM 307 MINEOLA NY 11501	
POLICY NUMBER H 810 825-0	CERTIFICATE NUMBER 706976	POLICY PERIOD 01/15/2023 TO 01/15/2024	DATE 9/18/2023

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 810 825-0, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 250245416