

City of Long Beach, New York



Request for Bids

IMPORTANT: SEE "NOTICE TO BIDDERS" AND "INSTRUCTIONS TO BIDDERS" CLAUSES HEREIN.
BIDS MAY BE SENT TO ADDRESS LISTED BELOW ONLY.
(Fax and/or E-Mail Bid Submissions Will NOT Be Accepted)

<u>BID OPENING INFORMATION</u> Date: February 6, 2025 Time: 11:00 a.m.	NAME OF BID: Water & Sewer Testing
INVITATION FOR BIDS NUMBER: CLB097-2025	Specification Reference: As Incorporated in the Invitation For Bids
CONTRACT PERIOD: The term of this contract will be one (1) year.	
The bid must be fully and properly executed by an authorized person. <i>By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this REQUEST FOR BIDS, City Of Long Beach, New York General Conditions, and that all information provided is complete, true and accurate.</i>	
Legal Business Name of Company Bidding:	Bidder's Federal Tax Identification #: (Do Not Use SS#)
D/B/A - Doing Business As (if applicable):	
Street	City State Zip
If you are not bidding, place an "x" in the box and return this page only. <input type="checkbox"/> WE ARE UNABLE TO BID AT THIS TIME BECAUSE _____.	
Bidder's Signature: _____ Title: _____	Printed or Typed Name: _____ Date: _____
Phone: () - ext. () Fax: () -	E-mail Address: _____ Company Web Site: _____



CITY OF LONG BEACH
Purchasing Department
Room 509
1 West Chester Street
Long Beach, New York 11561

Request for Sealed Bids

This Bid Contains the Following:

Notice to Bidders/Proposers
Instructions to Bidders/Proposers
Bid Specifications/Items List
General Conditions
Bidders' Qualifications Statement
(Includes bidders' statement, non-collusion statement, insurance forms, etc.)

City Manager

Daniel Creighton.

City Council

Brendan Finn, President

Christopher Fiumara, Vice President

John D. Bendo

Roy Lester

Michael Reinhart

Corporation Counsel

Frank Dikranis.

IMPORTANT NOTE TO POTENTIAL BIDDERS: Receipt of these bid documents does not indicate that the City of Long Beach has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the bid opening and will be based on our evaluation of your bid submission compared to the specific requirements and qualifications contained in these bid documents.

NOTICE TO BIDDERS

SEALED BIDS will be received by the Purchasing Agent of the City of Long Beach, in Room 509, 1 West Chester Street, Long Beach, New York 11561, **on the 6th day of February, 2025, at 11:00 a.m.**, at which time they will be opened and read and the Contract awarded as soon thereafter as practicable for:

WATER & SEWER TESTING

The public will have an opportunity to see and hear the bid opening live at:

<https://www.youtube.com/c/cityoflongbeachNYOFFICIAL>

Bids may be mailed or delivered to the Purchasing Agent, City of Long Beach, 1 West Chester Street, Room 509, Long Beach, New York 11561, provided the Bid is actually received by the Purchasing Department prior to the time of public opening.

All Bids must be sealed and submitted in an envelope with the **Identification Label** provided in the Bid Documents affixed to the front of the envelope.

All BIDDERS MUST complete the required Bidder's Disclosure Statement, Non-Collusion Declaration, and must provide a copy of the required Statement of Financial Conditions, even if a Bidder is currently executing work for the City of Long Beach.

It is the policy of the City of Long Beach to encourage the participation of DBE and M/WBE; by bidding on this project, the contractor acknowledges its understanding and support of this policy and pledges to fully cooperate with the City in meeting the requirements as set forth in the bidding and contract documents.

The City reserves the absolute right to reject any and all Bids, and to waive any informalities therein.

A Bid/Proposal submitted by a bidder who is not in full compliance with the provisions of the City of Long Beach, City Code at the time of submission will be denied.

The City will not accept Bids from, nor award a Contract to, anyone who cannot prove to the satisfaction of the City that the bidder has sufficient experience and/or is financially able and organized to successfully comply with the requirements set forth herein.

DANIEL CREIGHTON.
CITY MANAGER

DATED: Long Beach, New York
January 16, 2025

INSTRUCTIONS TO BIDDERS

ITB-1 BID PREPARATION

Prepare your bid on this form using indelible ink. One copy of the bid is required, unless otherwise specified herein.

ITB-2 BID DOCUMENTS

Failure to fully comply with any of the requirements or instructions contained within the Invitation for Bids may constitute sufficient cause for rejection of the Bid. Such rejections will be subject to the discretion of the Purchasing Agent.

Invitations for Bids will consist of the following documentary components:

- a. Notice to Bidders
- b. Instructions to Bidders
- c. General Conditions
- d. Standard Specifications (as defined in General Conditions)
- e. Proposal Form
- f. Bidder's Qualifications Statement
- g. Addendum to Bid Documents

Invitations for Bids Involving Public Work or Building Services Pursuant to Articles 8 and 9 of the New York State Labor Law (as specified in the Proposal Form) will also include the following documentary component:

- a. New York State Department of Labor Wage Rate Schedule(s).

ITB – 3 EXAMINATION OF BID DOCUMENTS AND FAMILIARITY WITH SITE

BEFORE SUBMITTING A BID/PROPOSAL, ALL BIDDERS ARE ADVISED TO CAREFULLY EXAMINE THE BID DOCUMENTS; WHERE THE CONTRACT IS FOR PUBLIC WORK OR INSTALLATION THE BIDDER IS ADVISED TO VISIT THE SITE OF THE PROPOSED WORK TO BECOME COGNIZANT OF CONDITIONS AND LIMITATIONS ASSOCIATED WITH FULFILLING REQUIREMENTS OF THE BID DOCUMENTS, INCLUDING BUT NOT LIMITED TO PLANS AND SPECIFICATIONS.

Pleas of ignorance or misunderstanding of conditions that exist, or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of negligence by failing to make the necessary examinations and investigations as may be expected of a reasonably prudent Bidder, will NOT be accepted as grounds for any excuse on the part of a Contractor to fulfill in every respect all of the requirements of the Bid Documents, nor will such excuses be accepted by the City as a basis for any claims whatsoever for extra compensation, or for an extension of Contract completion time.

ITB-4 INTERPRETATION OF BID DOCUMENTS

If any prospective Bidder is unsure of, or has any reservations about, the precise and true meaning of any written or drawn material contained within any of the Bid Documents, or finds apparent discrepancies therein, or possible omissions therefrom, he/ she shall promptly submit to the Purchasing Agent, a written request, fully describing the material in question, for an interpretation, explanation or revision thereto. The response to each request for clarification will be made only by an Addendum to the Bid Documents. Neither the City nor the Purchasing Agent may be held responsible or liable for any other explanations or interpretations of these Bid Documents.

ITB-5 ADDENDUM TO BID DOCUMENTS

Any Addendum issued during the bidding period shall become an integral part of the Bid Documents and shall be incorporated in the Bidder's Bid/Proposal. All Addendum shall be acknowledged in the Bidder's Bid/Proposal, by entering the title, date and signature of the person signing the Bid/Proposal.

ITB-6 MODIFICATIONS TO BID DOCUMENTS

Bids/Proposals shall not take exception to, or request modifications for, any item described in the Bid Documents. Oral Bids/Proposals will not be considered.

ITB-7 RIGHTS OF CITY COUNCIL

The City Council reserves the right to reject any and all Bids and to waive any informalities in the Bids received, and to accept the Bid most favorable to the interests of the City, after all Bids have been analyzed, checked and verified.

ITB-8 TAX EXEMPTION

The Owner is exempt from payment of Sales and Compensating Use Taxes of the State of New York and of cities and counties on all materials and supplies sold to the City pursuant to the provisions of this Contract. These taxes are not to be included in Bids.

ITB-9 FORM OF BID/PROPOSAL

EACH BID/PROPOSAL MUST BE MADE ON THE "PROPOSAL FORM" ATTACHED HERETO AND SHALL REMAIN ATTACHED HERETO AS ONE OF THE BID DOCUMENTS AND SHALL BE SUBMITTED IN A SEALED ENVELOPE BEARING THE NAME OF THE BID, BID NUMBER, AND THE NAME OF THE BIDDER.

THE CITY HEREBY RESERVES THE ASBOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT IS NOT MADE ON THE "PROPOSAL FORM".

ITB-10 DELIVERY OF BIDS/PROPOSALS

BIDS/PROPOSALS MUST BE DELIVERED BY THE TIME AND TO THE PLACE STIPULATED IN THE ADVERTISEMENT. IT IS THE SOLE RESPONSIBILITY OF THE BIDDER TO SEE THAT HIS BID/PROPOSAL IS RECEIVED IN THE PROPER TIME. ANY BIDS/PROPOSALS RECEIVED AFTER THE SCHEDULED CLOSING TIME FOR RECEIPT OF BIDS/PROPOSALS SHALL BE RETURNED TO THE BIDDER UNOPENED.

ITB-11 CORRECTIONS TO BIDS/PROPOSALS

Erasures or other corrections in the Bid/Proposal must be initialized by the person signing the Bid/Proposal.

ITB-12 WITHDRAWAL OF BIDS/PROPOSALS

Any Bidder may withdraw his/her Bid/Proposal, either personally, or by telegraphic or written request, if such a request is received by the Purchasing Agent at any time during normal working hours prior to the scheduled closing time for receipt of Bids/Proposals. If a Contract is not awarded within 45 calendar days after opening of the Bids, all Bids will be considered to have been rejected for cause, unless, at the City's request the low Bidder agrees to hold his Bid valid for an additional stipulated length of time.

ITB-13 MULTIPLE BID/PROPOSAL SUBMITTALS

Any person, firm or corporation will not be permitted to make more than one Bid/Proposal for the product or service. If a person is a partner, officer or director of more than one firm interested in bidding for the product or services, only one of the firms may submit a Bid.

ITB-14 NON-COLLUSIVE BIDDING CERTIFICATION

In accordance with § 103-d of the General Municipal Law, by submission of this Bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

- a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b) 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
- c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

ITB-15 QUALIFICATIONS OF BIDDERS

A BIDDER'S QUALIFICATIONS STATEMENT IS REQUIRED. The forms attached hereto indicate all the information required. Each Bidder shall be responsible for submitting his current Disclosure Statement with his Bid. The City retains the right to investigate, verify the information submitted in the Disclosure Statement, and interview all bidders prior to award of the Contract. **THE CITY HEREBY RESERVES THE ASBOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT DOES NOT INLCUDE A DISCLOSURE STATEMENT.**

ITB- 16 IDENTIFICATION LABEL

To properly expedite the receipt and processing of bids submitted, the following "Identification Label" must be affixed to the outer envelope of the sealed bid. Bids shall be delivered by U.S. Mail, public carrier (e.g. UPS, FedEx), or by hand. **THE CITY HEREBY RESERVES THE ASBOLUTE RIGHT TO REJECT ANY BID THAT DOES NOT CONFORM TO THIS SECTION.**

<p style="text-align: center;">SEALED BID ENCLOSED</p> <p style="text-align: center;">City of Long Beach Purchasing Department</p> <p>Bidder's Name: _____</p> <p>_____</p> <p style="text-align: center;">Bid Number: <i>CLB097-2025</i></p> <p style="text-align: center;">Bid Name: <i>Water & Sewer Testing</i></p> <p style="text-align: center;">Due Date: <i>February 6, 2025</i></p>

SPECIFICATIONS

It is the intent of the City of Long Beach to enter into a one year contract for the testing of water at the City of Long Beach Water Treatment Plant and one year contract for the testing of water/sewage at the Water Pollution Control Plant, as required by the New York State Health Department, to include the following specifications.

All samples must be refrigerated in transporting from the City facility to the successful vendor's facility and until time of performing the analysis.

The City shall have the option to split samples to insure a correct analysis. Split samples may be sent from time to time to successful bidders and other labs for comparison.

All bottles to be furnished by the successful bidder.

Any additional samples or re-samples shall be priced at the bid price.

Bidders must send one report to the City of Long Beach and one copy of all lab reports must be sent to Nassau County Department of Health, 200 County Seat Drive, Mineola, New York.

All bidders must be approved by the New York State Department of Health and the Nassau County Department of Health to perform all the bacteriological, physical and inorganic testing required.

The City of Long Beach reserves the right to reject any and all bids, to waive all formalities on same and to accept those bids which are to the best interest of the City of Long Beach. The City of Long Beach reserves the right to award the water and sewer testing separately if so desired.

Bidders must comply with requirements set forth by the United States Environmental Protection Agency which states that the lab reports which are being submitted to the City of Long Beach and the Nassau County Health Dept. contain the following:

- 1 . Analytical method used for sample analysis
- 2 . Date and time of sample analysis

WATER QUALITY MONITORING REQUIREMENTS FOR 2022
WATER QUALITY MONITORING OF SOURCE WATER TABLES 1-1 – 1-9

Table 1-1 Specific Organic Chemical (SOC):

SOC (Except 1,4-Dioxane, PFOA, PFOS)	MONITORING FREQUENCY ^a				
	Initial Monitoring ^b	Continuing Monitoring With No Detections	Continuing Monitoring With Detections < 1/2 MCL ^e	Continuing Monitoring With Detections ≥ 1/2 MCL & < 80% ^f	Monitoring With Detections ≥ 80% MCL ^{g, h}
Water System Type					
Community Water Systems Serving ≥ 500 Persons	1 Sample Quarterly Per Well for 4 Consecutive Quarters	1 Sample Every 18 Months Per Well ^c	1 Sample Quarterly Per Well	1 Sample Monthly Per Well	1 Sample Weekly Per Well
Community Water Systems Serving Fewer Than 500 Persons & Nontransient Noncommunity Systems	1 Sample Quarterly Per Well for 4 Consecutive Quarters	1 Sample Every 3 Years Per Well ^d	1 Sample Quarterly Per Well	1 Sample Monthly Per Well	1 Sample Weekly Per Well
Transient Noncommunity Water Systems	State Discretion ⁱ	1 Sample Every 3 Years Per Well ^d	1 Sample Quarterly Per Well	1 Sample Monthly Per Well	1 Sample Weekly Per Well

WATER QUALITY MONITORING REQUIREMENTS FOR 2022

WATER QUALITY MONITORING OF SOURCE WATER TABLES 1-1 – 1-9

Table 1-1 Specific Organic Chemical (SOC) CONTINUED:

- a) This table does not apply to first time detections. If a contaminant(s) has never been detected before or has not been detected for more than 1 year see First Time Detection Table 1-9 to determine if First Time Detection Monitoring is needed.
- b) Initial SOC monitoring for each well is 4 consecutive quarters. This includes all new wells and any well that has not completed initial monitoring. New wells are any well that is assigned a new N-Number by the DEC.
- c) Wells that have completed initial monitoring and have no SOC detections must be sampled every 18 months for Community Water Systems with populations greater or equal to ≥ 500 . The current 18 month monitoring period is from January 1, 2022 through June 30, 2023. The next 18 month monitoring period will be July 1, 2023 through December 31, 2024.
- d) Wells that have completed initial monitoring and have no SOC detections must be sampled every 3 years for Community Water Systems with populations less than < 500 and Noncommunity Water Systems. The current 3 year monitoring period is from **January 1, 2020 through December 31, 2022**.
- e) If a contaminant is detected that is less than $< 1/2$ the MCL, quarterly monitoring is required for the detected contaminant and must include all analytes contained in the approved analytical method for the detected contaminant (non-detected contaminants may remain on the current routine monitoring cycle). If all test results are non-detect for 4 consecutive quarters, the well may revert to routine monitoring (see c or d).
- f) If a contaminant is detected that is $\geq 1/2$ but less than 80% the MCL, monthly monitoring is required for the detected contaminant and must include all analytes contained in the approved analytical method for the detected contaminant. If all test results drop below $< 1/2$ the MCL for 3 consecutive months, the well may be tested on a quarterly basis (see e).
- g) Whenever a public supply well is tested and found to contain 80% of a SOC MCL, the Department strongly recommends that the well be removed from service and be subsequently re-tested to waste. The Department must also be immediately notified of these levels of contamination. If the well remains in service, it must be tested weekly and engineering plans submitted to this Department, as soon as possible for the installation of chemical removal treatment.
- h) Any well or treatment plant in which a test result exceeds the MCL must be immediately removed from service, if practicable, and collect the appropriate number of source and distribution resamples as directed by this Department to determine whether an MCL violation has occurred (See Table 5-1). The well must remain out of service until appropriate steps can be taken to assure the safety of the public's health. The water supplier must get approval from this Department prior to implementing treatment.
- i) State discretion shall mean when the State has reason to believe the MCL has been violated, the potential exists for an MCL violation or the contaminant may present a risk to public health.
- j) Please see Tables 2-2 – 2-7 for any routine SOC monitoring requirements from water treatment facilities and storage tanks.

WATER QUALITY MONITORING REQUIREMENTS FOR 2022 **WATER QUALITY MONITORING OF SOURCE WATER TABLES 1-1 – 1-9**

Table 1-1A 1,4-Dioxane, PFOA, PFOS (SOC):

1,4-Dioxane, PFOA, PFOS	MONITORING FREQUENCY ^a		
	Initial Monitoring ^b	Continuing Monitoring With No Detections	Continuing Monitoring With Detections ^{e, f, g}
Water System Type			
Community Water Systems Serving > 3,300 Persons	1 Sample Quarterly Per Well for 4 Consecutive Quarters	1 Sample Every 18 Months Per Well ^c	1 Sample Quarterly Per Well
Community Water Systems Serving ≤ 3,300 Persons but ≥ 500 Persons	1 Sample Quarterly Per Well for 4 Consecutive Quarters	1 Sample Every 18 Months Per well ^c	1 Sample Quarterly Per Well
Community Water Systems Serving Fewer Than 500 Persons & Nontransient Noncommunity Systems	1 Sample Quarterly Per Well for 4 Consecutive Quarters	1 Sample Every 3 Years Per Well ^d	1 Sample Quarterly Per Well
Transient Noncommunity Water Systems	(One sample by February 25, 2021)	1 Sample Every 3 Years Per Well ^d	1 Sample Quarterly Per Well

WATER QUALITY MONITORING REQUIREMENTS FOR 2022

WATER QUALITY MONITORING OF SOURCE WATER TABLES 1-1 – 1-9

Table 1-1A 1,4-Dioxane, PFOA, PFOS (SOC) CONTINUED:

- a) This table does not apply to first time detections. If a contaminant(s) has never been detected before or has not been detected for more than 1 year see First Time Detection Table 1-9 to determine if First Time Detection Monitoring is needed.
- b) Initial 1,4-Dioxane, PFOA & PFOS monitoring for each well is 4 consecutive quarters. This includes all new wells and any well that has not completed initial monitoring. New wells are any well that is assigned a new N-Number by the DEC.
- c) Wells that have completed initial monitoring and have no 1,4-Dioxane, PFOA & PFOS detections must be sampled every 18 months for Community Water Systems with populations greater or equal to ≥ 500 . The current 18 month monitoring period is from **January 1, 2022 through June 30, 2023. The next 18 month monitoring period will be July 1, 2023 through December 31, 2024.**
- d) Wells that have completed initial monitoring and have no 1,4-Dioxane or PFOA & PFOS detections must be sampled every 3 years for Community Water Systems with populations less than < 500 and Noncommunity Water Systems. The current 3 year monitoring period is from **January 1, 2020 through December 31, 2022.**
- e) If a contaminant is detected, quarterly monitoring is required for the detected contaminant and must include all analytes contained in the approved analytical method for the detected contaminant (non-detected contaminants may remain on the current routine monitoring cycle). If all test results are non-detect for 4 consecutive quarters, the well may revert to routine monitoring (see c or d).
- f) Whenever a public supply well is tested and found to contain 80% or greater of an MCL for 1,4-Dioxane, PFOA or PFOS for the first time, the Department strongly recommends that the well be removed from service and be subsequently re-tested to waste. The Department must also be immediately notified of these levels of contamination. Engineering plans must be submitted to this Department, as soon as possible for the installation of chemical removal treatment.
- g) Unless operating under an MCL Deferral issued by the NYSDOH, any well or treatment plant for which a test result exceeds the MCL must be immediately removed from service if practicable and the appropriate number of source and distribution resamples must be collected as directed by this Department to determine whether an MCL violation has occurred (See Table 5-1). The well must remain out of service until appropriate steps can be taken to assure the safety of the public's health. The water supplier must get approval from this Department prior to implementing treatment. Water systems operating under an MCL Deferral must operate their wells according to their Remediation Action Plan in such a way as to minimize public exposure to these contaminants.
- h) Additional plant effluent samples should also be collected for PFOA and PFOS where GAC treatment exists even if the treatment was not installed for removal of these contaminants.
- i) Please see Tables 2-2 – 2-7 for any routine 1,4-Dioxane, PFOA & PFOS monitoring requirements from water treatment facilities and storage tanks.

WATER QUALITY MONITORING REQUIREMENTS FOR 2022

WATER QUALITY MONITORING OF SOURCE WATER TABLES 1-1 – 1-9

Table 1-2 Principal Organic Contaminant (POC) & Unspecified Organic Contaminant (UOC)

POC ^j	MONITORING FREQUENCY ^a				
	Initial Monitoring	Continuing Monitoring With No Detections	Continuing Monitoring With Detections < 1/2 MCL ^b	Continuing Monitoring With Detections ≥ 1/2 & < 80% MCL ^f	Monitoring With Detections ≥ 80% MCL ^{g, h} (≥ 4.0 ug/l)
Water System Type					
Community Water Systems Serving ≥ 500 Persons	1 Sample Quarterly Per Well ^b	1 Sample Quarterly Per Well ^b	1 Sample Quarterly Per Well ^b	1 Sample Monthly Per Well	1 Sample Weekly Per Well
Community Water Serving < 500 Persons & Nontransient Noncommunity Systems	1 Sample Quarterly Per Well for 4 Consecutive Quarters ^c	1 Sample Annually Per Well ^d	1 Sample Quarterly Per Well ^e	1 Sample Monthly Per Well	1 Sample Weekly Per Well
Transient Noncommunity Water Systems	State Discretion ⁱ	1 Sample Annually Per Well ^d	1 Sample Quarterly Per Well ^e	1 Sample Monthly Per Well	1 Sample Weekly Per Well
UOC ^j	MONITORING FREQUENCY ^a				
	Initial Monitoring	Continuing Monitoring With No Detections	Continuing Monitoring With Detections < 1/2 MCL ^{b, e}	Continuing Monitoring With Detections ≥ 1/2 & < 80% MCL ^f	Monitoring With Detections ≥ 80% MCL ^{g, h} (≥ 4.0 ug/l)
Water System Type					
Community & Noncommunity Water Systems	State Discretion ⁱ	State Discretion ⁱ	1 Sample Quarterly Per Well	1 Sample Monthly Per Well	1 Sample Weekly/Monthly Per Well

WATER QUALITY MONITORING REQUIREMENTS FOR 2022

WATER QUALITY MONITORING OF SOURCE WATER TABLES 1-1 – 1-9

Table 1-2 Principal Organic Contaminant (POC) & Unspecified Organic Contaminant (UOC) CONTINUED:

- a) This table does not apply to first time detections. If a contaminant(s) has never been detected before or has not been detected for more than 1 year see First Time Detection Table 1-9 to determine if First Time Detection Monitoring is needed.
- b) All wells in Community Water Systems with populations ≥ 500 must be monitored for POC's at a minimum of 1 sample per quarter.
- c) All Community Water Systems with populations ≥ 500 must perform initial monitoring on each well. Initial POC monitoring for each well is 4 consecutive quarters. This includes all new wells and any well that has not completed initial monitoring. New wells are any well that is assigned a new N-Number by the DEC.
- d) All Community Water Systems with populations < 500 and Noncommunity Water Systems must be monitored for POC's at a minimum of 1 sample per year **during peak pumpage**.
- e) All Community Water Systems with populations < 500 and Noncommunity Water Systems where a POC/UOC with a primary MCL value is detected that is less than 1/2 the MCL, quarterly monitoring is required. If all test results are non-detect for four consecutive quarters, the well may revert back to routine monitoring (see d).
- f) If test results equal or exceed 1/2 the MCL for any POC/UOC with a primary MCL value, the well shall continue to be tested monthly and notification of the result shall be given to the health department. All samples shall be analyzed as rapidly as possible. The well shall be placed into a last on and first off status if possible. If all test results drop below 1/2 the MCL for 3 consecutive months, the well may be tested on a quarterly basis.
- g) Whenever a public supply well or treatment plant is tested and found to contain 4.0 ug/l or greater of a POC with a MCL of 5.0 ug/l (or 80% of an Organic Contaminant MCL), the Department **strongly recommends** that the facility be voluntarily removed from service and be subsequently re-tested to waste. The Department must also be immediately notified of these levels of contamination. If the well remains in service, it must be tested weekly and engineering plans submitted to this Department, as soon as possible for the installation of chemical removal treatment.
- h) Any well or treatment plant in which a test result exceeds the MCL must be immediately removed from service if practicable and the appropriate number of source and distribution resamples must be collected as directed by this Department to determine whether a MCL violation has occurred (See Table 5-1). The well must remain out of service until appropriate steps can be taken to protect the public health. The water supplier must get approval from this Department prior to implementing any treatment.
- i) State discretion shall mean when the State has reason to believe the MCL has been violated, the potential exists for an MCL violation or the contaminant may present a risk to public health.
- j) In addition to the POCs listed in Table 4-2, any organic chemical compound belonging to the classes listed below has an MCL of 5.0 ug/l:
 - Halogenated alkane
 - Halogenated ether
 - Halobenzenes and substituted halobenzenes
 - Benzene and alkyl- or nitrogen-substituted benzenes
 - Substituted, unsaturated hydrocarbons
 - Halogenated non-aromatic cyclic hydrocarbons
- k) Please see Tables 2-2 – 2-7 for any routine POC/UOC monitoring requirements from water treatment facilities and storage tanks.

WATER QUALITY MONITORING REQUIREMENTS FOR 2022 **WATER QUALITY MONITORING OF SOURCE WATER TABLES 1-1 – 1-9**

Table 1-3 Nitrate & Nitrite:

NITRATE & NITRITE	MONITORING FREQUENCY ^a			
	Continuing Monitoring With Detections < 5 mg/L ^b	Continuing Monitoring With Detections ≥ 5 & < 8 mg/L ^c	Continuing Monitoring With Detections ≥ 8 & < 9 mg/L ^d	Continuing Monitoring With Detections ≥ 9 mg/L ^{e, f}
Water System Type				
Community & Noncommunity Water Systems	1 Sample Annually Per Well	1 Sample Quarterly Per Well	1 Sample Monthly Per Well	1 Sample Daily Per Well

- a) This table does not apply to first time detections. If a contaminant(s) has never been detected before or has not been detected for more than 1 year see First Time Detection Table 1-9 to determine if First Time Detection Monitoring is needed.
- b) 1 sample must be collected from each well annually (less than 5 mg/l for Nitrate, less than 0.5 mg/l for Nitrite).
- c) Nitrates and nitrites must be monitored quarterly if a test result on a well and/or GAC is greater than or equal to 50% of the MCL. If all test results are less than 50% of the MCL for 4 consecutive quarters, the well may be tested on an annual basis.
- d) Nitrates must be monitored monthly on wells and GACs if a test result is equal to or greater than 8.0 mg/l. If all test results drop below 8.0 mg/l for 3 consecutive months, the well may be tested on a quarterly basis.
- e) Whenever a public supply well, a treatment facility, or a blended sample is tested and found to contain greater than or equal to 9.0 mg/l of nitrate, the Department **strongly recommends** that the well be removed from service and be subsequently re-tested to waste. The Department must also be immediately notified of these levels of contamination. If the well remains in service, it must be tested daily and engineering plans submitted to this Department, as soon as possible for the installation of chemical removal treatment or blending, as well as nitrate monitors that will shut the well off before total nitrate/nitrite exceeds 10 mg/l. Daily sampling does not apply to wells with nitrate monitors.
- f) Any well or treatment plant in which a test result exceeds the MCL must be immediately removed from service and the appropriate number of source and distribution resamples must be collected as directed by this Department to determine whether an MCL violation has occurred (See Table 5-1). The well must remain out of service until appropriate steps (such as blending) can be taken to protect the public health. The water supplier must get approval from this Department prior to blending or implementing treatment.
- g) Please see Tables 2-2 – 2-7 for any routine Nitrate & Nitrite monitoring requirements from water treatment facilities and storage tanks.

WATER QUALITY MONITORING REQUIREMENTS FOR 2022 **WATER QUALITY MONITORING OF SOURCE WATER TABLES 1-1 – 1-9**

Table 1-4 Perchlorate:

PERCHLORATE	MONITORING FREQUENCY ^a		
	Continuing Monitoring With Detections < 5 ug/l ^b	Continuing Monitoring With Results ≥ 5 & < 10 ug/l ^c	Continuing Monitoring With Results ≥ 10 ug/l ^{d, e}
Community & Noncommunity Water Systems	1 Sample Annually Per Well	1 Sample Quarterly Per Well	1 Sample Monthly Per Well

- a) This table does not apply to first time detections. If a contaminant(s) has never been detected before or has not been detected for more than 1 year see First Time Detection Table 1-9 to determine if First Time Detection Monitoring is needed.
- b) All wells must be sampled for perchlorate on an annual basis.
- c) If a well exceeds the Secondary Action Level of 5 ug/l, State notification is required and the well must be monitored quarterly and operated to reduce the discharge of perchlorate into the distribution system. If all test results drop below 5 ug/l for 4 consecutive quarters, the well may be tested on an annual basis.
- d) If monitoring test result(s) do not exceed the Primary Action Level of 18 ug/l but remain at or above 10 ug/l of perchlorate, the well shall be tested monthly on a routine basis. The well shall be placed into a last on and first off status if possible. If all test results drop below 10 ug/l of perchlorate for 3 consecutive months, the well may be tested on a quarterly basis.
- e) Any well or treatment plant in which a test result exceeds the Primary Action Level of 18 ug/l, the water supplier must immediately remove the facility from service if practicable and collect the appropriate number of source and distribution resamples as directed by this Department. The well must remain out of service until appropriate steps (such as blending) can be taken to protect the public health. The water supplier must get approval from this Department prior to blending or implementing treatment.
- f) Please see Tables 2-2 – 2-7 for any routine Perchlorate monitoring requirements from water treatment facilities and storage tanks.

WATER QUALITY MONITORING REQUIREMENTS FOR 2022 **WATER QUALITY MONITORING OF SOURCE WATER TABLES 1-1 – 1-9**

Table 1-5 Physical and Inorganic Constituents (IOC):

IOC a, e	MONITORING FREQUENCY		
	Monitoring With IOCs < 1/2 MCL	Monitoring With IOCs ≥ 1/2 & < 80% MCL b, c	Monitoring With IOCs ≥ 80% MCL d, e
Water System Type			
Community & Noncommunity Water Systems	1 Sample Annually Per Well	1 Sample Quarterly Per Well	1 Sample Weekly Per Well

- This table does not apply to first time detections. If a contaminant(s) has never been detected before or has not been detected for more than 1 year see First Time Detection Table 1-9 to determine if First Time Detection Monitoring is needed.
- Increased monitoring for IOCs with results $\geq 1/2$ of the MCL include the following contaminants: Antimony, Arsenic, Barium, Beryllium, Cadmium, Chromium, Copper, Cyanide, Fluoride, Lead, Mercury, Selenium, Silver, Thallium, and Zinc.
- If monitoring test result(s) remain $\geq 1/2$ of the MCL, the well shall be tested quarterly on a routine basis. If all test results drop to $< 1/2$ of the MCL for 4 consecutive quarters, the well may be tested on an annual basis.
- Whenever a public supply well is tested and found to contain 80% of any IOC listed in b), the Department strongly recommends that the well be voluntarily removed from service and be subsequently re-tested to waste. The Department must also be immediately notified of these levels of contamination. If the well remains in service, it should be tested weekly and engineering plans submitted to this Department, as soon as possible for the installation of chemical removal treatment.
- Any well or treatment plant in which a test result exceeds the MCL or Action Level for the contaminants listed in b), must be immediately removed from service if practicable and the appropriate number of source and distribution resamples must be collected as directed by this Department to determine whether an MCL violation has occurred (See Table 5-1). The well must remain out of service until appropriate steps (such as blending or treating) can be taken to protect the public health. The water supplier must get approval from this Department prior to blending or implementing treatment. The Department does not consider blending as a satisfactory treatment alternative for chloride as continued use of the well may promote increased saltwater intrusion.
- NCDOH must be notified immediately any time the pH leaving a treatment plant or in the distribution system is found to be ≥ 9.0 or ≤ 7.0 for systems that use pH adjustment.
- Please see Tables 2-2 – 2-7 for any routine IOC monitoring requirements from water treatment facilities and storage tanks.

WATER QUALITY MONITORING REQUIREMENTS FOR 2022 **WATER QUALITY MONITORING OF SOURCE WATER TABLES 1-1 – 1-9**

Table 1-6 Microbiological (MIC):

MICROBIOLOGICAL^{a, b}	Routine Monitoring	Triggered Monitoring^{c, d, e}
Community & Noncommunity Water Systems	1 Sample Quarterly Per Well	1 Sample Per Well Within 24 Hours Of Distribution Positive Bacteriological sample

- a) Any sample that tests positive for Total Coliform must immediately be analyzed for E. coli.
- b) Any well, treatment system, or storage facility that tests positive for coliform bacteria must be immediately removed from service.
- c) A Triggered Source Water Monitoring sample from the well(s) must be collected for each positive bacteriological sample detected from your routine monthly distribution sampling locations on your approved Sampling Site Plan. All Triggered Source Water Monitoring samples must be labeled as "Triggered".
- d) Triggered Source Water Monitoring requires the sampling of all active wells that ran 24 hours prior to the date of the collection of a total coliform positive distribution sample. Triggered Source Water Monitoring also applies to any total coliform detection in the distribution system of a purchasing system or a system in which you have an open interconnection.
- e) All active wells that must be sampled for Triggered Source Water Monitoring are those wells on your approved Triggered Source Water Monitoring sampling plan.
- f) Any satisfactory Triggered monitoring samples may be counted towards Quarterly routine bacteriological Source Water Monitoring.
- g) Please see Tables 2-2 – 2-7 for any routine microbiological monitoring requirements from water treatment facilities and storage tanks.
- Any well, treatment system, or storage facility that is removed from service due to positive coliform bacteria must have a satisfactory series of microbiological samples collected before obtaining Department approval to place it back into service (0', 2', 5', 10', 30' intervals are required for well and treatment systems and 2', 30', 60' intervals for water storage facilities).
- Any well, treatment system or storage facility that tests positive for Total Coliform a second time or one that tests positive for e.coli, must then have a minimum of two (2) consecutive satisfactory sets of microbiological samples collected before obtaining Department approval to place it back into service. The second or final set of samples may be collected by the Department at the Department's discretion. Results of ALL samples must be provided to the Department before the final series is collected.

WATER QUALITY MONITORING REQUIREMENTS FOR 2022
WATER QUALITY MONITORING OF SOURCE WATER TABLES 1-1 – 1-9

Table 1-7 Radionuclide- Gross Alpha, Combined Radium 226/228, & Uranium (RADs):

GROSS ALPHA, COMBINED RADIUM, & URANIUM ^{a, b}	MONITORING FREQUENCY ^{c, d, g}		
	Initial Monitoring ^{c, d, e, f}	Continued Monitoring ≤ MCL ^{g, h}	Continued Monitoring > MCL ^{g, i}
Water System Type			
Community Water Systems	1 Sample Quarterly Per Well for 4 Consecutive Quarters	1 Sample / 3 years Per Well	Sample quarterly until 4 consecutive quarterly sample results are ≤ MCL
Noncommunity Water Systems	1 Sample Quarterly Per Well for 4 Consecutive Quarters	1 Sample / 3 years Per Well	Sample quarterly until 4 consecutive quarterly sample results are ≤ MCL

WATER QUALITY MONITORING REQUIREMENTS FOR 2022

WATER QUALITY MONITORING OF SOURCE WATER TABLES 1-1 – 1-9

Table 1-7 Radionuclide- Gross Alpha, Combined Radium 226/228, & Uranium (RADs) CONTINUED:

- a) Gross alpha may be substituted for radium 226 and uranium when the measured gross alpha activity does not exceed 5 and 15 pCi/L respectively.
- b) Combined radium 226/228 requires that radium 226 (or substituted gross alpha) and radium 228 be collected at the same time.
- c) Initial gross alpha, combined radium 226/228, and uranium monitoring for each well is four (4) consecutive quarters. This includes new wells and any well that has not completed initial monitoring. New wells are any well that is assigned a new N-Number by the DEC.
- d) Initial gross alpha, combined radium 226/228, and uranium monitoring must be completed before going on the routine monitoring schedule.
- e) The final 2 quarters of initial monitoring for each well may be waived if the results of all the samples from the previous 2 quarters are below the detection limit of 3 pCi/L for gross alpha or 1 pCi/L for radiums 226 and 228. All requests to waive the final two quarters of monitoring must be submitted to this Department in writing (along with copies of the monitoring results) and be approved by NCDH prior to implementation.
- f) The waiver is based on the initial monitoring results for each contaminant and individual well. A waiver may only be granted if all sample results for each contaminant are below the detection limit.
- g) Routine monitoring frequency for gross alpha, combined radium 226/228, and uranium will be determined separately based on the average of the initial monitoring results for each contaminant. Thereafter, the sample schedule is based on routine sample results.
- h) 1 sample every 3 years at each well when monitoring results are less than or equal to the MCL (see Table 4-5). The monitoring period for 3 years is **January 1, 2020 - December 31, 2022**.
- i) 1 sample Quarterly at each well when monitoring results are above the MCL (see Table 4-5). An MCL violation is based on a running annual average of 4 consecutive quarters. A well can revert to a 3-year cycle once 4 consecutive quarters of monitoring are completed and all sample results are \leq the MCL.
- j) Any well or treatment plant in which a test result exceeds the MCL must be immediately removed from service if practicable and collect the appropriate number of source and distribution resamples as directed by this Department to determine whether an MCL violation has occurred (See Table 5-1). The well must remain out of service until appropriate steps can be taken to protect the public health.
- k) Please see Tables 2-2 – 2-7 for any routine RADs monitoring requirements from water treatment facilities and storage tanks.

WATER QUALITY MONITORING REQUIREMENTS FOR 2022 **WATER QUALITY MONITORING OF SOURCE WATER TABLES 1-1 – 1-9**

Table 1-8 Radionuclide - Gross Beta & Photons (RADs):

GROSS BETA & PHOTONS	MONITORING FREQUENCY		
	Monitoring For "Non-Vulnerable" Well ^a	Monitoring For "Vulnerable" Wells ^b	
Water System Type	Community & Noncommunity Water Systems	Initial Monitoring With Detections > 50 pCi/L ^{c, d, e}	Continuing Monitoring after 1 year ≤ 50 pCi/L ^f
		Sample monthly until 1 year's consecutive sample results are ≤ 50 pCi/L	1 sample / 3 years Per Well

- a) Monitoring is 1 sample every 5 years at each well when monitoring results are less than the screening level of 50 pCi/L. The monitoring period for 5 years is **January 1, 2019 - December 31, 2023**.
- b) A well is considered "vulnerable" or "contaminated" if the gross beta particle activity results are above the screening level of 50 pCi/L.
- c) Initial monitoring for a well that is considered "vulnerable" or "contaminated" is subject to monthly gross beta monitoring and quarterly tritium and strontium 90 monitoring. Routine monitoring for gross beta, tritium, and strontium 90 begins the quarter after the well is deemed "vulnerable" or "contaminated".
- d) Monthly monitoring for gross beta shall be based on monthly samples or a composite of 3 monthly samples per quarter for 4 consecutive quarters.
- e) Quarterly monitoring for tritium and strontium 90 shall be based on quarterly samples or a composite of 4 quarterly samples annually.
- f) If the gross beta activity at a well that is considered "vulnerable" or "contaminated" has a running annual average ≤ 50 pCi/L the sampling may be reduced to 1 sample every 3 years.
- g) Any well or treatment plant in which a test result exceeds the MCL must be immediately removed from service if practicable and collect the appropriate number of source and distribution resamples as directed by this Department to determine whether an MCL violation has occurred (See Table 5-1). The well must remain out of service until appropriate steps can be taken to protect the public health.
- h) Please see Tables 2-2 – 2-7 for any routine RADs monitoring requirements from water treatment facilities and storage tanks.

WATER QUALITY MONITORING REQUIREMENTS FOR 2022

WATER QUALITY MONITORING OF SOURCE WATER TABLES 1-1 – 1-9

Table 1-9 First Time Detections:

FIRST TIME DETECTION MONITORING REQUIREMENTS ^a				
CONTAMINANT ^b	STEP 1	STEP 2		STEP 3
	Initial Monitoring for First Time Detection	Continuing Monitoring After Initial Monitoring is Completed		Continued Monitoring
		Results < 1/2 MCL	Detections ≥ 1/2 MCL	
SOC	1 Sample Weekly for 4 weeks Per Well ^c	See Routine Monitoring ^d	1 Sample Monthly for 3 consecutive months Per Well ^e	Based on Results See Routine Monitoring Table ⁿ
POC & UOC	1 Sample Weekly for 4 weeks Per Well ^c	1 Sample Monthly for 3 Consecutive Months Per Well ^f	1 Sample Weekly for 4 weeks Per Well ^g	Based on Results See Routine Monitoring Table ⁿ
1,4-Dioxane, PFOA, PFOS	1 Resample Per Well if > the MCL	1 Sample Quarterly until 4 Consecutive Quarters are Non-Detect	1 Sample Quarterly until 4 Consecutive Quarters are Non-Detect	Based on Results See Routine Monitoring Table ⁿ
IOC- Antimony, Arsenic, Barium, Beryllium, Cadmium, Chromium, Cyanide, Fluoride, Mercury, Nickel, Selenium, Silver, Thallium, and Zinc	See Step 2	1 Resample Per Well ^h	1 Sample Weekly for 4 weeks Per Well ⁱ	Based on Source of Contaminant ^k
IOC- Copper, Lead	1 Series (0', 2', 5', 10', 30') Per Well ^j	Based on Source of Contaminant ^k	Based on Source of Contaminant ^k	Based on Source of Contaminant ^k
IOC- Nitrate & Nitrite	1 Resample Per Well ^l	Based on Results See Routine Monitoring Table ⁿ	Based on Results See Routine Monitoring Table ⁿ	Based on Results See Routine Monitoring Table ⁿ
Perchlorate	1 Sample Monthly for 3 consecutive months Per Well ^m	Based on Results See Routine Monitoring Table ⁿ	Based on Results See Routine Monitoring Table ⁿ	Based on Results See Routine Monitoring Table ⁿ

WATER QUALITY MONITORING REQUIREMENTS FOR 2022

WATER QUALITY MONITORING OF SOURCE WATER TABLES 1-1 – 1-9

Table 1-9 First Time Detections *CONTINUED*:

- a) First time detection monitoring for a contaminant is required according to Table 1-9 when a contaminant has been detected from a well that does **not** have treatment designed to remove the detected contaminant **and**:
 - i. The contaminant has never been detected from the well,
 - ii. Or the contaminant has not been detected from the well in over 1 year for wells that monitor more frequently than annually,
 - iii. Or the contaminant was not detected in the last routine sample for wells that are monitoring annually or less frequently.
- b) Whenever a public supply well is tested and a first time detection is found to contain 80% of a MCL, the Department strongly recommends that the well be removed from service and be subsequently re-tested to waste. The Department must also be immediately notified of these levels of contamination. If the well remains in service, it must be tested weekly and engineering plans submitted to this Department, as soon as possible for the installation of chemical removal treatment.
- c) Whenever a well test result indicates a first time detection of an organic contaminant with a primary MCL value, 1 sample a week shall be collected for 4 consecutive weeks and analyzed for the detected contaminant(s).
- d) If all test results remain < 1/2 the MCL after the 4 consecutive weeks of monitoring the well may revert to routine monitoring (see Table 1-1).
- e) If any test result remains at or above 1/2 the MCL after the 4 consecutive weeks of monitoring, the well shall be tested monthly for 3 consecutive months.
- f) If all test results remain below one half 1/2 the MCL after the 4 consecutive weeks of monitoring the well shall be tested monthly for 3 consecutive months.
- g) If any test result remains at or above 1/2 the MCL after the 4 consecutive weeks of monitoring, 1 sample a week shall be collected for an additional 4 consecutive weeks (a total of 8 weeks since first detection) and notification of the result shall be provided to the health department. All 4 samples shall be analyzed as rapidly as possible. The well shall be placed into a last on and first off status if possible.
- h) Whenever a well test results indicate a first time detection below 1/2 the MCL of any IOC listed, 1 grab sample shall be collected.
- i) Whenever test results from the initial first time detection monitoring test result(s) equals or exceeds 1/2 the MCL for any IOC listed, 1 sample a week shall be collected for 4 consecutive weeks and notification of the result shall be given to the health department. All 4 samples shall be analyzed as rapidly as possible. The well shall be placed into a last on and first off status if possible.
- j) Whenever a well test results indicate a first time detection of lead or ≥ 400 ug/L of copper, a series (0', 2', 5', 10', 30') shall be collected.
- k) Monitoring frequency will be determined by this Department and will be based on source of the contaminant.
- l) Whenever a public supply well is tested and found a first time detection, 1 sample shall be collected.
- m) Whenever a well test results indicate a first time detection of Perchlorate, the well shall be tested monthly for 3 consecutive months.
- n) Monitoring frequency is based on the results of samples collected. The well may revert to routine monitoring (see appropriate Source Water Monitoring Tables 1-1 to 1-8).

TABLE 2-1
NASSAU COUNTY DEPARTMENT OF HEALTH

Water Quality Monitoring of Existing, New and Modified WELLS							
STATUS	SAMPLING LOCATION	TYPE OF ANALYSIS and MONITORING FREQUENCY				NOTES	
		MIC Chlorine residual must be field measured & recorded in lab reports	POC	IOC	SOC	RAD	
Routine Operation	Well Head	Refer to Tables 1-1 through 1-9					-----
New Construction	Well Head	0', 2', 5', 10', 30'	2' & 30'	2'	30'	30'	Engineering plan approval is required for well construction and rehabilitation work. While certain well improvements are exempt from plan review, sampling may still be required by this Department. Please contact the Bureau of Environmental Engineering at 516-227-9430 to discuss the entire scope of the planned work and determine if an engineering plan approval is required before the work is allowed to begin.
Rehabilitation Or Repair	Well Head	0', 2', 5', 10', 30'	2'	2'	N/A	N/A	<ol style="list-style-type: none"> 1. The facility must be shut down overnight prior to sample collection. 2. Water must be directed to waste during the sampling period. 3. The water supplier is required to collect the first set of samples. If the results are satisfactory, NCDH will collect a second set of samples. NCDH requires 2 consecutive sets of satisfactory water quality results prior to the release of a new or renovated well.
Inspection When sanitary seal is opened	Well Head	0', 2', 5', 10', 30'	N/A	N/A	N/A	N/A	Water must be directed to waste during the sampling period.
Extended Shutdown Period of 90 or more days	Well Head	0', 2', 5', 10', 30'	N/A	2'	N/A	N/A	<ol style="list-style-type: none"> 1. The facility must be shut down overnight prior to sample collection. 2. Water must be directed to waste during the sampling period. 3. Test results must be submitted to NCDH before the well is placed in service.

TABLE 2-2
NASSAU COUNTY DEPARTMENT OF HEALTH

Water Quality Monitoring of Existing, New and Modified PACKED TOWER AERATION SYSTEMS (PTAS)					
STATUS	SAMPLING LOCATION	TYPE OF ANALYSIS and MONITORING FREQUENCY			NOTES
		MIC <small>Chlorine residual must be field measured & recorded in lab reports</small>	POC	IOC	
Routine Operation	Raw	QUARTERLY From each well	MONTHLY if treated POC levels ≥ 50% MCL QUARTERLY if treated POC < 50% MCL	ANNUAL 30'	1. The facility must be shut down overnight prior to MIC series sample collection. 2. Minimum run time before POC and IOC treated sample collection should be 30 minutes. 3. Raw and treated samples should be collected on the same day. 4. If vapor phase carbon (VPC) treatment of air emissions is provided, VPC influent and effluent air samples must be collected and tested quarterly. Simultaneous indoor air and outdoor air sample collection is also recommended. 5. Submit a Semi-Annual Emission Certification Report for any AST emissions that may exceed the NYSEDEC annual guideline conc. (AGC) for full-time AST operation
	Treated	QUARTERLY Series: 0', 2', 5', 10', 30' From each clearwell OR from each tower, if a clearwell doesn't exist	WEEKLY If treated POC levels ≥ 50% MCL MONTHLY If treated POC levels < 50% MCL	ANNUAL 30' (or after final stage of treatment)	
New Construction	Raw	0', 2', 5', 10', 30'	30'	2'	1. The facility must be shut down overnight prior to sample collection. 2. Water must be directed to waste during the sampling period.
	Treated	0', 2', 5', 10', 30' From each clearwell OR from each tower, if a clearwell doesn't exist	30'	30'	3. The water supplier is required to collect the first set of samples. If the results are satisfactory, NCDH will collect a second set of samples. NCDH requires 2 consecutive sets of satisfactory water quality results prior to the release of a new or renovated PTAS. 4. If vapor phase carbon (VPC) treatment of air emissions is provided, the water supplier is required to submit a Work Plan for NCDH review and approval. The Work Plan must propose the collection and testing of indoor air, ambient air, and internal VPC vessel air samples prior to PTAS operation; and collection and testing of indoor air, ambient air, and VPC vessel influent and effluent air samples while the PTAS is operating to waste.
Treatment Modification OR Packing Replacement	Raw	0', 2', 5', 10', 30' from each well	30'	2' *	* Collect only if well(s) has been out of service for 90 or more days
	Treated	0', 2', 5', 10', 30' From each clearwell OR from each tower, if a clearwell doesn't exist	30'	30'	Water must be directed to waste during the sampling period.
Inspection (When tower and/or clearwell is opened)	Treated	0', 2', 5', 10', 30' From each clearwell OR from each tower, if a clearwell doesn't exist	N/A	N/A	
Extended Shutdown Period of 90 or more days	Raw	0', 2', 5', 10', 30' from each well	N/A	2'	1. The facility must be shut down overnight prior to sample collection. 2. Water must be directed to waste during the sampling period.
	Treated	0', 2', 5', 10', 30' From each clearwell OR from each tower, if a clearwell doesn't exist	30'	N/A	3. Test results must be submitted to NCDH before the PTAS is placed in service.

TABLE 2-3
NASSAU COUNTY DEPARTMENT OF HEALTH

Water Quality Monitoring of Existing, New and Modified GRANULAR ACTIVATED CARBON (GAC) POC, SOC/PFOA/PFOS TREATMENT						
STATUS	SAMPLING LOCATION	TYPE OF ANALYSIS and MONITORING FREQUENCY				NOTES
		MIC <small>Chlorine residual must be field measured & recorded in lab reports</small>	POC	NITRATE and/or PERCHLORATE IOC	SOC/PFOA/PFOS	
Routine Operation	Raw	QUARTERLY From each well	MONTHLY if <u>treated</u> levels ≥ 50% MCL QUARTERLY if <u>treated</u> levels < 50% MCL	ANNUALLY (Raw and Treated for analysis of complete IOC listing) BUT + IF raw and/or treated nitrate = 5 to < 8 mg/l, collect a QUARTERLY raw and treated nitrate sample + IF raw and/or treated nitrate = 8 to < 9 mg/l, collect a MONTHLY raw & treated nitrate sample	MONTHLY if <u>treated</u> levels ≥ 50% MCL for design contaminants QUARTERLY if <u>treated</u> levels < 50% MCL	1. Refer to Tables 1-1 through 1-9 for additional raw water monitoring requirements. 2. The facility must be shut down overnight prior to MIC series sample collection.
	Treated	QUARTERLY 0'2'5'10'30' From each vessel OR combined effluent tap	WEEKLY If treated levels ≥ 50% MCL MONTHLY If treated levels <50% MCL	+ IF raw and/or treated nitrate ≥ 9 mg/l, remove well & treatment from service until approved for operation by NCDH. + IF raw perchlorate ≥ 5 ug/l, collect a QUARTERLY raw & treated perchlorate sample	WEEKLY If <u>treated</u> levels ≥ 50% MCL for design contaminants MONTHLY if <u>treated</u> levels < 50% MCL	3. Minimum run time before treated POC, IOC, SOC, PFOA, PFOS sample collection should be 30 minutes 4. Raw and treated samples should be collected on the same day.
New Construction	Raw	0'2'5'10'30' From <u>each</u> well	30' From each well	30' From each well	30' from each well, only if treatment is designed for removal of SOCs/PFOA/PFOS	1. The facility must be shut down overnight prior to sample collection. 2. Water must be directed to waste during the sampling period.
	Treated	0'2'5'10'30' From <u>each</u> vessel	2' & 30' from each vessel	30' AND Arsenic Series: 0'2'5'10'30' from each vessel	30' from each vessel, only if treatment is designed for removal of SOCs/PFOA/PFOS	3. The water supplier is required to collect the first set of samples. If the results are satisfactory, NCDH will collect a second set of samples. NCDH requires 2 <i>consecutive</i> sets of satisfactory water quality results prior to the release of a new or renovated water supply facility.
Carbon Replacement	Raw	0'2'5'10'30' *	N/A	2' *	N/A	* Collect only if well (s) has been out of service for 90 or more days.
	Treated	0'2'5'10'30' From <u>each</u> vessel	2' and 30' From each vessel	30' and Arsenic Series: 0'2'5'10'30' from <u>each</u> vessel	30' from each vessel, only if treatment is designed for removal of SOCs/PFOA/PFOS	
Shutdown Period of 7 or more days		Collect a 2' treated nitrate sample (if present in raw water) and a 2' treated perchlorate sample (if present in raw water) from each GAC vessel <u>or</u> blended effluent tap. Compare nitrate lab analysis result to on-line continuous nitrate analyzer for calibration purposes. Water must be directed to waste during the sampling period.				
Extended Shutdown Period of 90 or more days	Raw	0'2'5'10'30' From <u>each</u> well	N/A	2'	N/A	1. The facility should not be operated 24 hours prior to sample collection.
	Treated	0'2'5'10'30' From each vessel <u>OR</u> combined effluent tap	30'	2' nitrate sample (if present in raw water) 2' perchlorate sample (if present in raw water) from each GAC vessel <u>or</u> combined effluent tap	30' only if treatment is designed for removal of SOCs/PFOA/PFOS	2. Water must be directed to waste during the sampling period. 3. Test results must be submitted to NCDH before GAC treatment is placed in service.

TABLE 2-4
NASSAU COUNTY DEPARTMENT OF HEALTH

<p>Water Quality Monitoring of Existing, New and Modified NITRATE TREATMENT/BLENDING AND/OR PERCHLORATE TREATMENT</p>						
STATUS	SAMPLING LOCATION	TYPE OF ANALYSIS and MONITORING FREQUENCY			NITRATE and/or PERCHLORATE	NOTES
		MIC Chlorine residual must be field measured & recorded in lab reports	POC	IOC		
Routine Operation	Raw	Refer to Tables 1-1 through 1-9			MONTHLY from all treated <u>OR</u> blended wells	1. Minimum run time before treated sample collection should be 30 minutes. 2. Raw and treated samples should be collected on the same day.
	Treated	QUARTERLY From each vessel <u>OR</u> combined effluent tap	N/A	ANNUAL 30' (Or after final stage of treatment)	MONTHLY From each vessel <u>OR</u> combined effluent tap	
New Construction	Raw	0', 2', 5', 10', 30' From each well	N/A	2' * and 30' From each well	30'	* Collect only if well(s) has been out of service for 90 or more days.
	Treated	0', 2', 5', 10', 30' From each vessel	2'	30' from each vessel	30'	1. The facility must be shut down overnight prior to sample collection. 2. Water must be directed to waste during the sampling period. 3. The water supplier is required to collect the first set of samples. If the results are satisfactory, NCDH will collect a second set of samples. NCDH requires 2 consecutive sets of satisfactory water quality results prior to the release of a new or renovated water treatment facility.
Media Replacement	Raw	0', 2', 5', 10', 30' * From each well	N/A	2' *	30'	
	Treated	0', 2', 5', 10', 30' From each vessel	2'	30' from each vessel	30'	
Extended Shutdown Period of 90 or more days	Raw	0', 2', 5', 10', 30' From each well	N/A	2'	2'	1. The facility must be shut down overnight prior to sample collection. 2. Water must be directed to waste during the sampling period. 3. Test results must be submitted to NCDH before the treatment is placed in service.
	Treated	0', 2', 5', 10', 30' From each vessel <u>OR</u> combined effluent tap	N/A	N/A	2' from each vessel	

TABLE 2-5

NASSAU COUNTY DEPARTMENT OF HEALTH

Water Quality Monitoring of Existing, New and Modified IRON/MANGANESE (Fe/Mn) TREATMENT PLANTS						
STATUS	SAMPLING LOCATION	TYPE OF ANALYSIS and MONITORING FREQUENCY			IRON and/or MANGANESE	NOTES
		MIC Chlorine residual must be field measured & recorded in lab reports	POC	IOC		
Routine Operation	Raw	Refer to Tables 1-1 through 1-9			MONTHLY	1. Minimum run time before treated sample collection should be 30 minutes.
	Treated	QUARTERLY From <u>each vessel</u> OR Combined effluent tap	N/A	ANNUAL	MONTHLY	2. Raw and treated samples should be collected on the same day.
New Construction	Raw	0',2',5',10',30' From <u>each well</u>	N/A	2' * and 30'	N/A	* Collect only if well(s) has been out of service for 90 or more days.
	Treated	0',2',5',10',30' From <u>each vessel</u>	2'	30' from <u>each vessel</u> AND 2' from <u>each vessel</u> for thallium analysis	0',2',5',10',30' from <u>each vessel</u>	1. The facility must be shut down overnight prior to sample collection. 2. Water must be directed to waste during the sampling period.
Filter Media Replacement	Raw	0',2',5',10',30' * From <u>each well</u>	N/A	2' * and 30'	N/A	3. The water supplier is required to collect the first set of samples. If the results are satisfactory, NCDH will collect a second set of samples. NCDH requires 2 consecutive sets of satisfactory water quality results prior to the release of a new or renovated water treatment facility.
	Treated	0',2',5',10',30' From <u>each vessel</u>	2'	30' from <u>each vessel</u> AND 2' from <u>each vessel</u> for thallium analysis	0',2',5',10',30' from <u>each vessel</u>	
Inspection (Vessel is opened)	Treated	0',2',5',10',30' From <u>each vessel</u>	N/A	N/A	N/A	Water must be directed to waste during the sampling period.
Extended Shutdown Period of 90 or more days	Raw	0',2',5',10',30' From <u>each well</u>	N/A	2'	N/A	1. The facility must be shut down overnight prior to sample collection.
	Treated	0',2',5',10',30' From <u>each vessel</u> OR combined effluent tap	N/A	N/A	30' From <u>each vessel</u> OR combined effluent tap	2. Water must be directed to waste during the sampling period. 3. Test results must be submitted to NCDH before treatment is placed in service.

TABLE 2-6
NASSAU COUNTY DEPARTMENT OF HEALTH

Water Quality Monitoring of Existing, New and Rehabilitated WATER STORAGE TANKS					
STATUS	SAMPLING LOCATION	TYPE OF ANALYSIS and MONITORING FREQUENCY			NOTES
		MIC <small>Chlorine residual must be field measured & recorded in lab reports</small>	POC	IOC	
Routine Operation	Tank sampling line or Booster Pump Tap	Quarterly	N/A	N/A	Tank does not have to be removed from service for sampling
New Construction	Tank sampling line or Booster Pump Tap	2', 30', 60'	30'	30'	1. The tank must be shut down overnight prior to sample collection. 2. The water supplier is required to collect the first set of samples. If the results are satisfactory, NCDH will collect a second set of samples. NCDH requires 2 consecutive sets of satisfactory water quality results prior to the release of a new or renovated water storage tank.
Tank Rehabilitation	Tank sampling line or Booster Pump Tap	2', 30', 60'	30' Only if tank interior was painted	30' Only if tank interior was painted	3. Sampling should be conducted while tank is draining to waste. 4. The operation of a new/rehabilitated tank releasing levels of paint components above 1 ppb will not be permitted on the basis that the detected contaminants are not present in the natural source water. Such tanks may be authorized by the Department for use to meet peak demand and emergency water demand conditions pending further reduction of contaminant levels.
Tank Inspection (walk-in or by ROV)	Tank sampling line or Booster Pump Tap	2', 30', 60'	N/A	N/A	1. The tank must be shut down overnight prior to sample collection.
Extended Shutdown Period of 90 or more days	Tank sampling line or Booster Pump Tap	2', 30', 60'	30' Only if tank interior was painted	30' Only if tank interior was painted	2. Sampling should be conducted while tank is draining to waste. 3. Test results must be submitted to NCDH before tank is placed in service.

TABLE 2-7
NASSAU COUNTY DEPARTMENT OF HEALTH

Water Quality Monitoring of Existing, New and Modified ADVANCED OXIDATION PROCESS (AOP) HYDROGEN PEROXIDE TREATMENT SYSTEMS						
STATUS	SAMPLING LOCATION	TYPE OF ANALYSIS and MONITORING FREQUENCY				NOTES
		MIC	1,4-dioxane	Aldehydes POCs (including Acetone and TTHMs)	Carboxylic Acids, HAA9, Bromate, Chlorate, Chlorite, Hexavalent Chromium, Raw Water Scavenging Potential	IOCs
Routine Operation	Raw Water	Quarterly	Weekly: 1 st Month Monthly thereafter	Monthly	Quarterly	Annually
	AOP Effluent		Weekly: 1 st Month Monthly thereafter	Monthly	Quarterly	Annually
	GAC Effluent - See Note 3 -	Quarterly 0', 2', 5', 10', 30' From each vessel or combined effluent tap	Weekly: 1 st Month Monthly thereafter	Monthly See Note 3	Quarterly	Annually See Note 3
New Construction	Raw Water	0', 2', 5', 10', 30' from each well	30' from each well	30' from each well	30' from each well	2' from each well
	AOP Effluent		2' and 30'	30'	30'	30'
	GAC Effluent - See Note 4 -	0', 2', 5', 10', 30' from each vessel	2' and 30' from each vessel or GAC Train	30' from each vessel or GAC Train	30' from each vessel or GAC Train	30' from each vessel or GAC Train and arsenic series from each vessel
Treatment Modification OR Extended Shutdown Period of 90 or more days	Raw Water	0', 2', 5', 10', 30' from each well	30'	30'	30'	2'
	AOP Effluent		30'	30'	30'	30'
	GAC Effluent - See Note 4 -	0', 2', 5', 10', 30' from each vessel	30' From each vessel or GAC Train	30' From each vessel or GAC Train	30' From each vessel or GAC Train	30' from each vessel or GAC Train and arsenic series from each vessel
OTHER MONITORING: 1. Hydrogen Peroxide should be monitored daily in the AOP & GAC effluent by the DPD/Peroxidase Colorimeter Test. 2. Operational Data ¹ or additional constituents as required by the Department at the time of Completed Works Approval. 3. Refer to Table 2-3 for additional GAC sampling requirements. 1. Operational Data ¹ should be recorded at the time of sample collection. 2. The facility must be shut down overnight prior to sample collection. 3. Water must be directed to waste during the sampling period. 4. Refer to Table 2-3 for additional GAC sampling requirements. 1. Operational Data ¹ should be recorded at the time of sample collection. 2. The facility must be shut down overnight prior to sample collection. 3. Water must be directed to waste during the sampling period. 4. Refer to Table 2-3 for additional GAC sampling requirements.						

¹ Water flow rate (gpm), power (kWh), UVT (%), UV lamp intensity (mW/cm²), reactor temperature (°F), LRV for 1,4-dioxane and other POCs, total peroxide storage (gals), H₂O₂ pump speed (rpm)
 H₂O₂ injection rate (GPH), H₂O₂ readings (ppm) from reactor influent/effluent, GAC effluent, combined effluent using analyzers and field kits.

NASSAU COUNTY DEPARTMENT OF HEALTH
WATER QUALITY MONITORING REQUIREMENTS FOR 2022
WATER QUALITY MONITORING
DISTRIBUTION AND STORAGE TANKS MONITORING TABLE 3-1

WATER SYSTEMS	MIC (1)	CL2 (2)	TTHM & HAA5 (2)		TTHM & HAA5 (2)		POC (3)	NITRATE (4)	IOC ** (5)
			Routine	Months	Reduced	Months			
All Water Storage Tanks	1 / Q	NR	NR		NR		NR	NR	NR
Albertson Water District *	15 / M	15 / M	4 / Q	J,A,J,O	2 / A	Oct	1 / SA	1 / SA	1 / A
Bayville, Village of *	8 / M	8 / M	2 / A	Sept	1 / A	Sept	1 / SA	1 / SA	1 / A
Bethpage Water District *	40 / M	40 / M	4 / Q	F,M,A,N	2 / A	Aug	1 / SA	1 / SA	1 / A
Carle Place Water District *	10 / M	10 / M	2 / A	Sept	1 / A	Sept	1 / SA	1 / SA	1 / A
Cathedral Gardens Water District *	2 / M	2 / M	4 / Q	M,J,S,D	2 / A	Mar	1 / SA	1 / SA	1 / A
East Williston, Village of *	3 / M	3 / M	2 / A	Sept	1 / A	Sept	1 / SA	1 / SA	1 / A
Farmingdale, Village of *	10 / M	10 / M	2 / A	Sept	1 / A	Sept	1 / SA	1 / SA	1 / A
Franklin Square Water District *	40 / M	40 / M	4 / Q	J,A,J,O	2 / A	July	1 / SA	1 / SA	1 / A
Freeport, Village of *	50 / M	50 / M	4 / Q	M,J,S,D	2 / A	Sept	2 / SA	2 / SA	2 / A
Garden City, Village of *	40 / M	40 / M	4 / Q	M,J,S,D	2 / A	Sept	1 / SA	1 / SA	1 / A
Garden City Park Water District *	20 / M	20 / M	4 / Q	J,A,J,O	2 / A	Oct	1 / SA	1 / SA	1 / A
Glen Cove, City of *	32 / M	32 / M	4 / Q	J,A,J,O	2 / A	Oct	1 / SA	1 / SA	1 / A
Glenwood Water District *	2 / M	2 / M	4 / Q	F,M,A,N	2 / A	Aug	1 / SA	1 / SA	1 / A
Hempstead, Village of *	60 / M	60 / M	4 / Q	M,J,S,D	2 / A	Sept	2 / SA	2 / SA	2 / A
Hicksville Water District *	60 / M	60 / M	4 / Q	M,J,S,D	2 / A	Sept	2 / SA	2 / SA	2 / A
Jericho Water District *	60 / M	60 / M	4 / Q	M,J,S,D	2 / A	Sept	2 / SA	2 / SA	2 / A
Liberty - Lynbrook *	152 / M	152 / M	6 / Q	F,M,A,N	2 / Q	F,M,A,N	4 / SA	4 / SA	4 / A
Liberty - Merrick *	120 / M	120 / M	6 / Q	M,J,S,D	2 / Q	M,J,S,D	4 / SA	4 / SA	4 / A
Liberty - Mill Neck *	2 / M	2 / M	2 / A	Sept	1 / A	Sept	1 / A	1 / A	1 / A
Liberty - Sea Cliff *	16 / M	16 / M	4 / Q	F,M,A,N	2 / A	Nov	1 / SA	1 / SA	1 / A
Lido-Point Lookout T.O.H. Water Dept *	5 / M	5 / M	2 / A	Sept	1 / A	Sept	1 / SA	1 / SA	1 / A
Locust Valley Water District *	8 / M	8 / M	2 / A	Sept	1 / A	Sept	1 / SA	1 / SA	1 / A
Long Beach, City of *	40 / M	40 / M	4 / Q	J,A,J,O	2 / A	Oct	1 / SA	1 / SA	1 / A
Manhasset-Lakeville Water District *	52 / M	52 / M	4 / Q	M,J,S,D	2 / A	Sept	2 / SA	2 / SA	2 / A
Massapequa Water District *	52 / M	52 / M	4 / Q	M,J,S,D	2 / A	Sept	2 / SA	2 / SA	2 / A
Mineola, Village of *	20 / M	20 / M	4 / Q	J,A,J,O	2 / A	July	1 / SA	1 / SA	1 / A
Old Westbury, Village of *	8 / M	8 / M	2 / A	Sept	1 / A	Sept	1 / SA	1 / SA	1 / A
Oyster Bay Water District *	10 / M	10 / M	2 / A	Sept	1 / A	Sept	1 / SA	1 / SA	1 / A
Plainview Water District *	40 / M	40 / M	4 / Q	F,M,A,N	2 / A	Nov	1 / SA	1 / SA	1 / A
Plandome, Village of *	2 / M	2 / M	4 / Q	M,J,S,D	2 / A	Dec	1 / SA	1 / SA	1 / A
Port Washington Water District *	40 / M	40 / M	4 / Q	M,J,S,D	2 / A	Sept	1 / SA	1 / SA	1 / A
Rockville Centre, Village of *	25 / M	25 / M	4 / Q	F,M,A,N	2 / A	May	1 / SA	1 / SA	1 / A
Roslyn Water District *	20 / M	20 / M	4 / Q	M,J,S,D	2 / A	Dec	1 / SA	1 / SA	1 / A
Sands Point, Village of *	4 / M	4 / M	2 / A	Sept	1 / A	Sept	1 / SA	1 / SA	1 / A
South Farmingdale Water District *	60 / M	60 / M	4 / Q	M,J,S,D	2 / A	Sept	2 / SA	2 / SA	2 / A
Split Rock Water Supply *	2 / M	2 / M	2 / A	Sept	1 / A	Sept	1 / A	1 / A	1 / A
Town of Hempstead Water Department *	100 / M	100 / M	6 / Q	M,J,S,D	2 / Q	M,J,S,D	3 / SA	3 / SA	3 / A
Water Authority of Great Neck North *	32 / M	32 / M	4 / Q	M,J,S,D	2 / A	Dec	1 / SA	1 / SA	1 / A
Water Authority of Western Nassau *	100 / M	100 / M	6 / Q	M,J,S,D	2 / Q	M,J,S,D	3 / SA	3 / SA	3 / A
West Hempstead Water District *	45 / M	45 / M	4 / Q	M,J,S,D	2 / A	June	1 / SA	1 / SA	1 / A
Westbury Water District *	20 / M	20 / M	4 / Q	F,M,A,N	2 / A	Nov	1 / SA	1 / SA	1 / A
Williston Park, Village of *	8 / M	8 / M	2 / A	Sept	1 / A	Sept	1 / SA	1 / SA	1 / A
Beaver Dam Winter Sports Water Supply	1 / M	1 / M	Waiver	Waiver	Waiver	Waiver	1 / A	1 / A	1 / A
Jones Beach State Park Water Supply	15 / 30* / M	15 / 30* / M	1 / A	July	1 / A	July	1 / A	1 / A	1 / A
Seawanhaka Yacht Club Water Supply	1 / M	1 / M	1 / A	Sept	1 / A	Sept	1 / A	1 / A	1 / A
Tobay Beach Water Supply	1 / 2* / M	1 / 2* / M	1 / A	July	1 / A	July	1 / A	1 / A	1 / A

Please review the attached footnotes for details of the monitoring requirements

Months:

J,A,J,O- January, April, July, October
F,M,A,N- February, May, August, November
M,J,S,D- March, June, September, December

Frequency Codes:

A - Annually
M - Monthly
SA - Semi Annually
+ - During June - September
NR - Not Required
Q - Quarterly

* Indicates Water System is Approved for Reduced DBPR 2 Monitoring

** IOC's Including Perchlorate

WATER QUALITY MONITORING REQUIREMENTS FOR 2022

WATER QUALITY MONITORING OF

DISTRIBUTION AND STORAGE TANKS MONITORING TABLE 3-1 *CONTINUED*:

1) Microbiological:

- a) Any sample that tests positive for Total Coliform must immediately be analyzed for *E. coli*. The Department must be notified immediately of all positive sample results from the distribution system and any neighboring water systems that have open interconnections must also be notified.
- b) All routine microbiological samples taken from the distribution system must conform to the sampling site plan on file with and approved by this Department. To make a change to your sampling site plan, you must submit the proposed change in writing to this office and receive approval.
- c) Three repeat samples in the distribution system must be taken for each positive bacteriological sample detected in the distribution system. The repeat samples must be taken from the following locations within 24 hours of notification of the initial positive: (1) The same sampling point location and tap as the original positive sample, (2) Within five service connections upstream of the original sample and (3) Within five service connections downstream of the original.
- d) When chlorine is used as a disinfectant, a chlorine residual must be taken and reported with each sample. If a detectable chlorine residual is not achieved, the sample should be analyzed for a heterotrophic plate count. "A heterotrophic plate count result equal to or less than 500 colonies per milliliter is considered to be equivalent to a measurable free chlorine residual".
- e) A summary of all monthly microbiological sampling performed in the distribution system must be submitted to this office within 10 days of the completion of the monitoring period.
- f) A "Triggered Source Water Monitoring" sample(s) must be taken within 24 hours of notification of the initial positive for each positive bacteriological sample detected from your routine distribution sampling locations in your approved sampling site plan.
- g) Triggered Source Water Monitoring requires the sampling of all active wells that ran 24 hours prior to the date of the collection of a total coliform positive distribution sample. Triggered Source Water Monitoring also applies to any total coliform detection in the distribution system of a purchasing system or a system in which you have an open interconnection.
- h) All storage tank discharges must be monitored on a quarterly basis for bacteriological quality.
- i) Any well, treatment system, or storage facility that tests positive for coliform bacteria must be immediately taken out of service.

2) Total Trihalomethane (TTHM), Five Haloacetic Acids (HAA5), & Chlorine Residual (Cl₂):

- a) All water systems must collect samples in accordance with the Disinfection By-Product Rule Stage 2 (DBPR2). Sampling must be conducted for TTHM and HAA5 according to their new DBPR2 Sampling Site Plan on file and approved by this Department.
- b) To qualify for Reduced monitoring, systems must demonstrate TTHM and HAA5 locational annual averages of less than or equal to 0.04mg/L and less than or equal to 0.03mg/L, respectively or be collecting the same sampling locations and number under Stage 2 reduced monitoring as they were under Stage 1.

WATER QUALITY MONITORING REQUIREMENTS FOR 2022
WATER QUALITY MONITORING OF
DISTRIBUTION AND STORAGE TANKS MONITORING TABLE 3-1 CONTINUED:

2) Total Trihalomethane (TTHM), Five Haloacetic Acid (HAA5), & Chlorine Residual (Cl₂) (Continued):

- c) Water systems that have qualified for Reduced monitoring must collect samples according to the Department's Reduced Monitoring letter, from the locations of highest TTHM and HAA5 potential, during the month(s) stated in the letter.
- d) To make a change to your sampling site plan, you must submit the proposed change in writing to this office and receive approval.
- e) Any water system that chlorinates at any time during the monitoring period (temporary disinfection) must collect TTHM and HAA5 samples.
- f) When chlorine is used as a disinfectant, a chlorine residual must be taken and reported with each microbiological distribution sample.
- g) A summary of all chlorine residuals, TTHMs and HAA5s sampling performed in the distribution system must be submitted to this office within 10 days of the completion of each quarter in which monitoring occurred.
- h) If the annual averages for TTHMs and HAA5s for water systems on Reduced **quarterly** monitoring are greater than or equal to 0.04mg/L and greater than or equal to 0.030mg/L, respectively, you must increase to Routine monitoring.
- i) If the annual averages for TTHMs and HAA5s for water systems on Reduced **annual** monitoring are greater than or equal to 0.06mg/L and greater than or equal to 0.045mg/L, respectively, you must increase to Routine monitoring.
- j) Water systems that do not collect samples according to the approved DBPR2 monitoring plan may be in violation of the monitoring requirements of Section 5-1.52 of the New York State Sanitary Code.

3) Principal Organic Contaminant (POC) & Unspecified Organic Contaminant (UOC)

- a) Whenever a distribution system sample is collected, and it is tested and found to contain 50% of an organic contaminant (POC, UOC, and/or SOC) MCL, the Department must be notified, and the water supplier must conduct an investigation to determine the source of contamination.
- b) Semi Annual monitoring period means a sample(s) collected from January through June and a sample(s) collected from July through December.
- c) Samples must be collected from a location on your bacteriological Sampling Site Plan closest to a well(s) most impacted by POC contamination.

WATER QUALITY MONITORING REQUIREMENTS FOR 2022
WATER QUALITY MONITORING OF
DISTRIBUTION AND STORAGE TANKS MONITORING TABLE 3-1 CONTINUED:

4) Nitrate (NO₃) & Nitrite (NO₂):

- a) Whenever a distribution system sample is collected, and it is tested and found to contain ≥ 8.0 mg/l of nitrate, the Department must be notified, and the water supplier must conduct an investigation to determine the source of contamination.
- b) Semi Annual monitoring period means a sample(s) collected from January through June and a sample(s) collected from July through December.
- c) Sample must be collected from a location on your bacteriological Sampling Site Plan closest to a well(s) with highest NO₃/ NO₂ contamination.

5) Physical and Inorganic Constituents (IOC):

- a) Whenever a distribution system sample is collected and it is tested and found to contain $\geq 80\%$ of Antimony, Arsenic, Barium, Beryllium, Cadmium, Chromium, Copper, Cyanide, Fluoride, Lead, Mercury, Nickel, Selenium, and/or Thallium MCL, the Department must be notified and the water supplier must conduct an investigation to determine the source of contamination.
- b) Annual samples must be collected from a location on your bacteriological Sampling Site Plan.
- c) pH levels must be maintained in a range of 7.5 to 8.5 or as specified following an approved corrosion control study. Immediate NCDH notification is required if the distribution pH levels are found to be 7.0 or below, or 9.0 or above.

WATER QUALITY MONITORING REQUIREMENTS FOR 2022
WATER QUALITY MONITORING
LEAD AND COPPER MONITORING TABLE 3-2

Water Supply	System Type	Sample Plan	Samples Reduced (a)	WQP Sites	Reduced	Last Sampled	Next Due (b)	Certification Due (c, d, e)
Albertson Water District	M	60	30	-	YES	September- 2019	June 1-September 30, 2022	October 10, 2022
East Williston (Village)	S	20	10	-	YES	September- 2019	June 1-September 30, 2022	October 10, 2022
Farmingdale (Village)	M	40	20	-	YES	September- 2019	June 1-September 30, 2022	October 10, 2022
Garden City (Village) (f)	M	60	30	10	NO	September- 2020	January 1-June 30, 2022 & July 1-December 31, 2022	July 10, 2022 & January 10, 2023
Hempstead (Village) (f)	L	60	30	7	YES	September- 2019	June 1-September 30, 2022	October 10, 2022
Jericho Water District (f)	L	60	30	7	YES	September- 2019	June 1-September 30, 2022	October 10, 2022
Mineola (Village)	M	60	30	-	YES	September- 2019	June 1-September 30, 2022	October 10, 2022
Water Authority of Great Neck North	M	60	30	-	YES	September- 2019	June 1-September 30, 2022	October 10, 2022
Williston Park (Village)	M	40	20	-	YES	September- 2019	June 1-September 30, 2022	October 10, 2022

Table 3-2 Footnotes

- a) First draw samples shall be collected from the same sampling sites each monitoring period. If a water supplier cannot gain entry to a previously used site after making reasonable efforts, the supplier may collect the sample from another sampling site in its sampling pool as long as the new sampling site meets the same targeting criteria and is within reasonable proximity of the original sampling site.
- b) Each resident collecting samples must be provided with the *Homeowner Tap Sample Collection Procedures*. The bottom portion must be completed, signed by the resident and then returned to be retained with the sample results.
- c) Using the applicable NYSDOH approved *Consumer Notice of Tap Water Results Template* all participants must be provided with copies of their sample results within 30 days of receipt, as well as the following: the MCL Goal and Action Level for lead and definitions of these terms, an explanation of the health effects of lead, the sources of lead, steps that consumers can take to reduce exposure to lead in drinking water, whether to have their child tested for lead, and water system, NYSDOH and EPA contact information.
- d) In the event of a 90th percentile action level exceedance, public notification is required within 60 days after the end of the monitoring period with language that has been approved by the Department. (See Table 5-1 for 90th percentile calculations and determining Action Level exceedances).
- e) The lead and copper monitoring results report must be submitted to the Department no later than October 10, 2022. A sample of the notice provided to the participants, the Lead Consumer Notice Certification Form, the laboratory reports and a representative signed copy of the Homeowner Tap Sample Collection Procedures must be included with the report.
- f) All water systems that have exceeded the action level and all large water systems over 50,000 in population must collect 2 water quality parameter (WQP) samples from distribution sites representative of the water quality in the system. The number of sites and types of parameters will depend on population size and on the corrosion control treatment chemicals that are being used. These sample results and lab reports must be included with the lead and copper monitoring results report.
- *** All water systems that have exceeded the action level and all large water systems over 50,000 in population, must collect water quality parameter samples at each entry point bi-weekly. The types of parameters collected will depend on the corrosion control treatment chemicals that are being used. ***

TABLE 4-1
NASSAU COUNTY DEPARTMENT OF HEALTH
GROUNDWATER SOURCES - PUBLIC WATER SYSTEMS
WATER QUALITY MONITORING REQUIREMENTS FOR 2022

Contaminants & Maximum Contaminant Levels (MCLs)					
Analysis Category	Constituents/ Contaminants	Maximum Contaminant Level (mg/l)	Analysis Category	Constituents/ Contaminants	Maximum Contaminant Level (mg/l)
<u>SOC' s</u>	Alachlor	0.002	<u>SOC' s</u>	Aldrin	0.005
	Aldicarb	0.003		Benzo(a)pyrene	0.0002
	Aldicarb Sulfone	0.002		Butachlor	0.05
	Aldicarb Sulfoxide	0.004		Carbaryl	0.05
	Atrazine	0.003		Dalapon	0.05
	Carbofuran	0.04		Di(2-ethylhexyl)adipate	0.05
	Chlordane, Total	0.002		Di(2-ethylhexyl)phthalate	0.006
	DBCP (1,2-Dibromo-3-Chloropropane)	0.0002		Dicamba	0.05
	2,4-D	0.05		Dieldrin	0.005
	Endrin	0.002		Dinoseb	0.007
Group 1 Chemicals	1,2-Dibromoethane (EDB)	0.00005	Group 2 Chemicals	Diquat	0.02
	Heptachlor	0.0004		Endothall	0.05
	Heptachlor Epoxide	0.0002		Glyphosate	0.05
	Lindane	0.0002		Hexachlorobenzene	0.001
	Methoxychlor	0.04		Hexachlorocyclopentadiene	0.005
	Polychlorinated Biphenyls (PCBs)	0.0005		3-Hydroxycarbofuran	0.05
	Pentachlorophenol	0.001		Methomyl	0.05
	Toxaphene	0.003		Metolachlor	0.05
	2,4,5-TP (Silvex)	0.01		Metribuzin	0.05
				Oxamyl (Vydate)	0.05
		Picloram	0.05		
		Propachlor	0.05		
		Simazine	0.004		
		2,3,7,8-TCDD (Dioxin)	0.00000003		
NEW as of 8/26/2020					
Emerging Contaminants	1,4- Dioxane	1.0 ug/l	Emerging Contaminants		
	Perfluorooctanoic Acid (PFOA)	10.0 ng/l			
	Perfluorooctanesulfonic Acid (PFOS)	10.0 ng/l			

TABLE 4-2
NASSAU COUNTY DEPARTMENT OF HEALTH
GROUNDWATER SOURCES - PUBLIC WATER SYSTEMS
WATER QUALITY MONITORING REQUIREMENTS FOR 2022

Contaminants & Maximum Contaminant Levels

Analysis Category	Constituents/ Contaminants	Maximum Contaminant Level (mg/l)	Analysis Category	Constituents/ Contaminants	Maximum Contaminant Level (mg/l)
POC's ^(a)	Benzene	0.005	POC's ^(a) (continued)	p-Isopropyltoluene	0.005
	Bromobenzene	0.005		Methylene Chloride	0.005
Principal Organic Contaminants	Bromochloromethane	0.005	Principal Organic Contaminants	Methyl Tert. Butyl Ether (MTBE)	0.010
	Bromomethane	0.005		n-Propylbenzene	0.005
	N-Butylbenzene	0.005		Styrene	0.005
	Sec-Butylbenzene	0.005		1,1,1,2-Tetrachloroethane	0.005
	Tert-Butylbenzene	0.005		1,1,2,2-Tetrachloroethane	0.005
	Carbon Tetrachloride	0.005		Tetrachloroethene	0.005
	Chlorobenzene	0.005		Toluene	0.005
	Chlorodifluoromethane	0.005		1,2,3-Trichlorobenzene	0.005
	Chloroethane	0.005		1,2,4-Trichlorobenzene	0.005
	Chloromethane	0.005		1,1,1-Trichloroethane	0.005
	2-Chlorotoluene	0.005		1,1,2-Trichloroethane	0.005
	4-Chlorotoluene	0.005		Trichloroethene	0.005
	Dibromomethane	0.005		Trichlorofluoromethane	0.005
	1,2-Dichlorobenzene	0.005		1,2,3-Trichloropropane	0.005
	1,3-Dichlorobenzene	0.005		1,1,2-Trichloro 1,2,2- trifluoroethane	0.005
	1,4-Dichlorobenzene	0.005		1,2,4-Trimethylbenzene	0.005
	Dichlorodifluoromethane	0.005		1,3,5-Trimethylbenzene	0.005
	1,1-Dichloroethane	0.005		m-Xylene	0.005
	1,2-Dichloroethane	0.005		o-Xylene	0.005
	1,1-Dichloroethene	0.005		p-Xylene	0.005
	cis-1,2-Dichloroethene	0.005		Vinyl Chloride	0.002
	trans-1,2-Dichloroethene	0.005		Bromoform	*
	1,2-Dichloropropane	0.005		Bromodichloromethane	*
	1,3-Dichloropropane	0.005		Chloroform	*
	2,2-Dichloropropane	0.005		Chlorodibromomethane	*
	1,1-Dichloropropene	0.005			
	cis-1,3-Dichloropropene	0.005	UOC	Unspecified Organic Contaminant	0.050
	trans-1,3-Dichloropropene	0.005	-	Total POC's and UOC's	0.100
	Ethylbenzene	0.005			
	Hexachlorobutadiene	0.005			
	Isopropylbenzene	0.005			

a) All POC's listed must be tested for during routine monitoring.

* No Individual MCL level - MCL is a Locational Running Annual Average (LRAA) for Total trihalomethanes of 0.08 mg/l (See Table 4-4)

TABLE 4-3
NASSAU COUNTY DEPARTMENT OF HEALTH
GROUNDWATER SOURCES - PUBLIC WATER SYSTEMS
WATER QUALITY MONITORING REQUIREMENTS FOR 2022

Contaminants & Maximum Contaminant Levels

Analysis Category	Constituents/ Contaminants	Maximum Contaminant Level (mg/l)*	Analysis Category	Constituents/ Contaminants	Maximum Contaminant Level (mg/l)*
IOC's Physical And Inorganic Constituents (mg/l)	Alkalinity, Total	-	Physical And Inorganic Constituents (mg/l)	Nickel	-
	Ammonia as N	-		Nitrate as N	10.0 (d)
	Antimony	0.006		Nitrite as N	1.0 (d)
	Arsenic	0.010		Odor	3 units
	Barium	2.0		pH	<7.5 or >8.5
	Beryllium	0.004		Selenium	0.05
	Cadmium	0.005		Silver	0.1
	Calcium Hardness	-		Sodium	(f)
	Chloride	250		Sulfate	250
	Chromium	0.10		Temperature (°F or °C)	-
Inorganic Constituents (mg/l)	Color	15 units	Inorganic Contaminant	Thallium	0.002
	Copper	1.3 (a)		Turbidity	5 units
	Cyanide, Free	0.2		Zinc	5.0
	Dissolved Solids, Total	-			
	Foaming Agents	-			
	Fluoride	2.2		Perchlorate:	
	Hardness, Total	-		Primary Action Level	0.018
	Iron	0.3 (b)		Secondary Action Level	0.005
	Langelier Index	(c)			
	Lead	0.015 (a)	Inorganic Contaminant	Asbestos:	7.0 million fibers/liter (MFL)(> 10 microns)
Inorganic Constituents (mg/l)	Manganese	0.3 (b)			
	Mercury	0.002			

Table 4-3 Footnotes

- a) USEPA Action Level
- b) MCL may be exceeded with treatment approved by NCDH for sequestering. The combined concentration of iron and manganese should not exceed 0.5 mg/l for wells without treatment.
- c) The NCDH recommends that the Langelier Saturation Index should be as close to zero as possible.
- d) The total Nitrate and Nitrite MCL is 10.0 mg/l (as nitrogen).
- e) NCDH guideline for water systems that treat with pH adjustment. pH should be maintained within 7.5 - 8.5 unless a different range has been approved by the Department following a corrosion control study.
- f) The NYSDOH recommends that the sodium level not exceed 20 mg/l for severely restricted sodium diets and 270 mg/l for moderately restricted sodium diets.

TABLE 4-4
NASSAU COUNTY DEPARTMENT OF HEALTH
GROUNDWATER SOURCES - PUBLIC WATER SYSTEMS
WATER QUALITY MONITORING REQUIREMENTS FOR 2022
Contaminants & Maximum Contaminant Levels

Analysis Category	Constituents/ Contaminants	Maximum Contaminant Level (mg/l)
Microbiological MIC.	Total Coliform	None Detected
	Escherichia Coliform (a)	None Detected
TTHM's	Total Trihalomethanes (b)	0.080 (b)
	HAA5	0.060 (c)
CL2	Chlorine Residual (d)	4.0 (d)

Table 4-4 Footnotes

- a) The Escherichia Coliform (E. Coli) analysis is only required in a sample where the Total Coliform is positive.
- b) Total Trihalomethanes means the sum of Bromoform, Bromodichloromethane, Chloroform and Chlorodibromomethane. Level is a Locational Running Annual Average.
- c) 5 Haloacetic Acids means the sum of Monochloroacetic acid, Dichloroacetic acid, Trichloroacetic acid, Bromoacetic acid, and Dibromoacetic acid. Level is a Locational Running Annual Average.
- d) Part of the DBPR2. Level is a Running Annual Average Maximum Disinfection Residual.

TABLE 4-5
NASSAU COUNTY DEPARTMENT OF HEALTH
GROUNDWATER SOURCES - PUBLIC WATER SYSTEMS
WATER QUALITY MONITORING REQUIREMENTS FOR 2022
Contaminants & Maximum Contaminant Levels

Analysis Category	Contaminant	Maximum Contaminant Level	Detection Level
<u>RAD' s</u> Radionuclides	Gross Alpha	15 pCi/L	3 pCi/L
	Combined Radium 226/228 (b)	5 pCi/L	Radium 226 (a) 1 pCi/L Radium 228 1 pCi/L
	Uranium (a)	30 ug/L	1 ug/L
<u>RAD' s</u> Radionuclides	Gross Beta/Photons	4 mrem/year	Gross Beta 4 pCi/L Cs-134 10 pCi/L Sr-89 10 pCi/L Sr-90 2 pCi/L I-131 1 pCi/L H-3 1000 pCi/L Other nuclides & photon/gamma emitters: 1/10th of the rule

Table 4-5 Footnotes

- a) Gross Alpha particle activity measurement may be substituted for:
 *Radium-226 if Gross Alpha is \leq 5pCi/L
 *Uranium if Gross Alpha is \leq 15pCi/L
- b) If the gross alpha particle activity result is less than it's detection limit ($<$ 5pCi/L) and a system chooses to use gross alpha in lieu of a radium 226 measurement, then the gross alpha result can be used as the substitute for radium 226 in determining a combined radium 226/228 result. Radium 226 (or substituted Gross Alpha) and Radium 228 must be collected together.

When Using Gross Alpha As A Substitution For Radium 226 & Uranium

- 1) If the reported Gross Alpha result is less than ($<$) 3 pCi/L, substitute one half (1/2) the reported Gross Alpha result for the Ra-226 and/or Uranium value.
- 2) If the reported Gross Alpha result is greater than or equal to (\geq) 3 pCi/L, use the reported Gross Alpha result for the Ra-226 and/or Uranium value.
- 3) If the reported Gross Alpha result is reported as a negative value (-), use zero (0) reported Gross Alpha result for the Ra-226 and/or Uranium value.

Substitution of Reported Results for Determining Compliance/Monitoring Frequency

- 1) **Gross Alpha** - If the reported Gross Alpha result is less than ($<$) 3 pCi/L, use zero (0) as a result for the Gross Alpha value.
- 2) **Ra-226** - If the reported Ra-226 result is less than ($<$) 1 pCi/L, use zero (0) as a result for the Ra-226 value.
- 3) **Ra-228** - If the reported Ra-228 result is less than ($<$) 1 pCi/L, use zero (0) as a result for the Ra-228 value.
- 4) **Uranium** - If the reported Uranium result is less than ($<$) 1 ug/L, use zero (0) as a result for the Uranium value.

TABLE 5-1
NASSAU COUNTY DEPARTMENT OF HEALTH
WATER QUALITY MONITORING REQUIREMENTS FOR 2022
GROUNDWATER SOURCES - PUBLIC WATER SYSTEMS
MAXIMUM CONTAMINANT LEVEL (MCL) VIOLATION AND
ACTION LEVEL (AL) EXCEEDANCE DETERMINATION

IF A RESULT OF A MONITORING SAMPLE ANALYSIS EXCEEDS A CONTAMINANT MCL/AL, THE WATER SYSTEM SHALL COLLECT RESAMPLES TO DETERMINE IF A MCL VIOLATION EXISTS ACCORDING TO THE FOLLOWING TABLE:				
CONTAMINANTS	RESAMPLES REQUIRED	WITHIN (TIME) of INITIAL SAMPLE	MCL VIOLATION EXISTS WHEN:	
ANTIMONY, ARSENIC, BARIUM, BERYLLIUM, CADMIUM, CHROMIUM, CYANIDE, IRON (a), MANGANESE (a), MERCURY, SELENIUM, SILVER, THALLIUM, FLUORIDE, CHLORIDE, SULFATE, ZINC, COLOR, ODOR	ONE	2 WEEKS	THE AVERAGE OF THE TWO RESULTS EXCEEDS THE MCL. (FOR WELLS OR TREATMENT PLANTS, THIS ONLY APPLIES IF THE FACILITY HAS BEEN LEFT IN SERVICE.)	
NITRATE, NITRITE	ONE (b)	24 HOURS	THE AVERAGE OF THE TWO RESULTS EXCEEDS THE MCL. (FOR WELLS OR TREATMENT PLANTS, THIS ONLY APPLIES IF THE FACILITY HAS BEEN LEFT IN SERVICE.)	
POC's, SOC's 1,4-DIOXANE, PFOA, PFOS ** UNSPECIFIED ORGANIC CONTAMINANTS	ONE TO THREE	30 DAYS	AT LEAST ONE OF THE CONFIRMING SAMPLES FROM THE SAME SAMPLING POINT IS POSITIVE AND THE AVERAGE OF THE INITIAL SAMPLE AND ALL CONFIRMING SAMPLES EXCEEDS THE MCL. (FOR WELLS OR TREATMENT PLANTS, THIS ONLY APPLIES IF THE FACILITY HAS BEEN LEFT IN SERVICE.)	
TOTAL COLIFORM	THREE (c) + TRIGGERED MONITORING	24 HOURS	IN SYSTEMS COLLECTING LESS THAN 40 SAMPLES PER MONTH - TWO OR MORE SAMPLES ARE POSITIVE FOR TOTAL COLIFORM.(d)(e)	
			IN SYSTEMS COLLECTING 40 OR MORE SAMPLES PER MONTH - MORE THAN 5.0 PERCENT OF SAMPLES ARE POSITIVE FOR TOTAL COLIFORM.(d)(e)	
ESCHERICHIA COLIFORM (E. COLI)	THREE (c) + TRIGGERED MONITORING	24 HOURS	A TOTAL COLIFORM POSITIVE SAMPLE IS POSITIVE FOR E. COLI AND A REPEAT TOTAL COLIFORM SAMPLE IS POSITIVE OR, A TOTAL COLIFORM POSITIVE SAMPLE IS NEGATIVE FOR E. COLI, BUT A REPEAT TOTAL COLIFORM SAMPLE IS POSITIVE FOR E. COLI. (e)	
TOTAL TRIHALOMETHANES, FIVE HALOACETIC ACIDS, & CHLORINE	NA	NA	IF A LOCATIONAL RUNNING ANNUAL AVERAGE EXCEEDS THE MCL.	
RADIONUCLIDES (Gross Alpha, Radium 226, Radium 228, Uranium Gross Beta, & Photon Radioactivity)	NA	NA	IF A RUNNING ANNUAL AVERAGE OF FOUR QUARTERLY SAMPLES EXCEEDS THE MCL.	
ASBESTOS	ONE	2 WEEKS	THE AVERAGE OF THE TWO RESULTS EXCEEDS THE MCL.	
LEAD AND COPPER	RECOMMEND RESAMPLE TIMED SERIES	NA	ACTION LEVEL EXCEEDANCE EXISTS WHEN THE 90TH PERCENTILE CALCULATION OF SAMPLES COLLECTED DURING THE MONITORING PERIOD EXCEEDS 15 ug/L FOR LEAD OR 1300 ug/L FOR COPPER.(f)	

WATER QUALITY MONITORING REQUIREMENTS FOR 2022
TABLE 5-1 MAXIMUM CONTAMINANT LEVEL (MCL) VIOLATION AND
ACTION LEVEL (AL) EXCEEDANCE DETERMINATION FOOTNOTES:

Calculated results (e.g. averages) are rounded to the same number of significant figures as the MCL for the contaminant in question.

- a) For wells without Iron/Manganese removal; for such removal plants that exceed MCL after removal but do not use further approved sequestering treatment; for wells using polyphosphate sequestering treatment the combined concentration of Iron & Manganese shall not exceed 1.0 mg/L; and for wells using sodium silicate sequestering treatment the combined concentration of Iron & Manganese shall not exceed 1.5 mg/L
- b) Systems unable to collect an additional sample within 24 hours must issue a Tier 1 notification and must collect the additional sample within two weeks of receiving the initial sample results.
- c) ALL bacteriological repeat samples must be collected on the same day. Bacteriological repeat samples must be taken from the following locations within 24 hours of being notified of any distribution positive: the same sampling site as the original coliform positive sample, one repeat sample within five service connections upstream of the original and one repeat sample within five service connections downstream of the original. If one or more repeat samples is total coliform positive, another set of repeat samples must be collected for each positive sample. This process must be repeated until total coliform are not detected in one complete set or it is determined that the MCL has been exceeded. Triggered Source Water Monitoring grab samples must also be collected from each well that was in service within 24 hours of the positive bacteriological sample. Failure to collect required repeat samples is a Monitoring & Reporting Violation and will also require a Level 1 or Level 2 Assessment be performed.
- d) No longer considered an MCL Violation. A Level 1 Assessment must be performed and submitted to the Department within 30 days.
- e) A Level 2 Assessment must be performed and submitted to the Department within 30 days of a confirmed E. coli positive sample. A Level 2 Assessment must also be performed and submitted to the Department with 30 days if more than one Revised Total Coliform Rule Assessment has been required within a twelve month period.
- f) The 90th percentile sample number is determined by multiplying the total number of samples by 0.9. In the event that the 90th percentile sample is not a whole number (ie:10.8), the rounding method is to be used in calculating the 90th percentile sample value.

** Water systems will not be in violation if they have applied and received a Deferral from the State.

SPECIFICATION FOR WATER POLLUTION PLANT

Item 2A) BACTERIA ANALYSIS:

On a twice-weekly basis to include the following:

- 1) Total Coliform 2/wk.
- 2) Fecal Coliform 2/wk.

The multiple tube fermentation (MPN) procedure must be used for both fecal and total coliform testing. Must have exact test results, "less than" will not be accepted.

Five (5) tubes per decimal dilution MPN

Item 2B) CHEMICAL ANALYSIS:

On a twice-weekly basis consisting of the following:

- 1) Influent Suspended Solids 2/wk.
- 2) Effluent Suspended Solids 2/wk.
- 3) Influent BOD (Biological Oxygen Demand) 2/wk.
- 4) Effluent BOD (Biological Oxygen Demand) 2/wk.
- 5) Influent Ammonia 2/wk.
- 6) Effluent Ammonia 2/wk.

Each sample to consist of a BOD, Suspended Solids and Ammonia

Item 2C) CHEMICAL ANALYSIS:

On a monthly basis consisting of the following:

- a. Primary Digester-Alkalinity (mg/l) 1/wk.
- b. Primary Digester-Volatile Acids (mg/l) 1/wk.
- c. Secondary Digester-Volatile Solids (mg/l) 1/mo. 12x/yr.
- d. Secondary Digester-Percent solids (%) 1/mo. 12x/yr.
- e. Sludge to press (%) solids 1/wk. only when dewatering.
- f. Sludge cake off press (%) solids 1/wk. only when dewatering.

City personnel will collect samples which will be picked up by the successful bidder at the Water Pollution Control Plant at National Blvd. and the Bay.

Any additional coliform, suspended solids, B.O.D., Volatile Solids, Percent Solids, Volatile Acids, or Alkalinity test will be at contract price.

Item 2D) NITROGEN SERIES

These are composite samples done on both influent and effluent. These tests are done on

a quarterly basis (4x/yr.) consisting of the following:

- A.
 - a. Ammonia
 - b. pH (electrometric)
 - c. Organic Nitrogen
 - d. Total phosphorous as P
 - e. Total Kjeldahl Nitrogen
 - f. Nitrite
 - g. Nitrate
 - h. Total Nitrogen
 - i. Ortho Phosphate
 - j. Total Iron (AsFe) Effluent Only

Item 2E) PURGEABLE ORGANIC COMPOUND TEST

Test will be conducted quarterly (4/yr.) on effluent grab sample

- a. Methylene Chloride
- b. Toluene
- c. Chloroform

Item 2F) TCLP METALS TEST — Dewatered Sludge Grab Sample This test to include the following on a three times a year basis:

- a. Arsenic
- b. Barium
- c. Cadmium
- d. Chromium
- e. Lead
- f. Mercury
- g. Selenium
- h. Silver
- i. Copper
- j. Nickel
- k. Zinc

Item 2G) TOTAL TCLP TEST - Dewatered Sludge Grab Sample

To be tested once a year to include the following sixty two (62) items:

- 1. Arsenic
- 2. Barium
- 3. Cadmium
- 4. Chromium
- 5. Lead
- 6. Mercury

7. Selenium
8. Silver
9. Copper
10. Nickel
11. Zinc
12. Aroclor 1016
13. Aroclor 1221
14. Aroclor 1232
15. Aroclor 1242
16. Aroclor 1248
17. Aroclor 1254
18. Aroclor 1260
19. Benzene
20. Carbon Tetrachloride
21. Chlorobenzene
22. Chloroform
23. 1,2 Dichloroethane
24. 1,1 Dichloroethylene
25. Methyl Ethyl Ketone (MEK)
26. Tetrachloroethylene
27. Trichloreethylene
28. Vinyl Chloride
29. Chlordane
30. Endrin
31. Heptachlor
32. Heptachlor epoxide
33. Lindane
34. Methoxychlor
35. Toxaphene
36. 2,4-D
37. 2,4,5-TP (Silvex)
38. Reactive Sulfide
39. Flashpoint (ignitability)
40. Paint Filter Test
41. Reactive Cyanide
42. pH (electrometric)
43. Chemical Oxygen Demand (COD)
44. Ammonia, as Nitrogen
45. Oil & Grease or TPH
46. Total Solids (TS)
47. Total Petroleum Hydrocarbons
48. Volatile Total Solids (VTS)
49. Total Cresol
50. 1,4-Dichlorobenzene

51. 2,4-Dinitrotoluene
52. Hexachlorobenzene
53. Hexachloro-1,3 Butadienebenzene
54. Hexachlorethane
55. Nitrobenzene
56. Pentachlorophenol
57. Pyridine
58. 2,4,5-Trichlorophenol
59. 2,4,6-Trichlorophenol
60. Volatile Residue on Total Residue
61. PCB
62. Free Liquid

Samples of Items A-G will be collected by Plant Personnel and put in containers supplied by successful bidder. Samples will be picked up at Plant site and transported to lab by successful bidder on Tuesdays & Thursdays unless a holiday occurs.

Item 2H) BACTERIA ANALYSIS:

Effluent sample for both total & fecal coliform:

- | | |
|-------------------|-------------------------------|
| a. Total Coliform | Twice/day for 7 days 2 x year |
| b. Fecal Coliform | Twice/day for 7 days 2 x year |
| c. Total Coliform | Twelve/day for 1 day 2 x year |
| d. Fecal Coliform | Twelve/day for 1 day 2 x year |

These samples will be delivered to the successful bidder. Successful bidder must have personnel at lab to accept and sign in for delivery after hours.

TERM AND AWARD

The term of this contract will be for one (1) year from date of award.

BIDDING

Please ensure that the bid pricing is all inclusive, including any finance or insurance fees. The City will not contract or pay for any amounts above the bid pricing.

GENERAL CONDITIONS

1. **APPLICABILITY** The terms and conditions set forth in this section entitled General Conditions are expressly incorporated in and applicable to the resulting procurement contracts let by the City of Long Beach where incorporated by reference in its Bid Documents. Captions are intended as descriptive and are not intended to limit or otherwise restrict the terms and conditions set forth herein.

2. **GOVERNING LAW** This procurement, the resulting contract and any purchase orders issued hereunder shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise, and actions or proceedings arising from the contract shall be heard in a court of competent jurisdiction in the State of New York.

3. **NO ARBITRATION** Disputes involving this procurement, the resulting contract, including the breach or alleged breach thereof, and any purchase orders issued hereunder may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

4. **ETHICS COMPLIANCE** All Bidders/Contractors and their employees must comply with the requirements of Section 18 of the Charter of the City of Long Beach, other New York State codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving the City of Long Beach and/or its employees. Failure to comply with those provisions may result in disqualification from the Bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

5. **CONFLICT OF TERMS** Unless otherwise set forth in the procurement or contract

documents, conflicts among documents shall be resolved in the following order of precedence: (A) Contract and other writing(s) setting forth the final agreements, clarifications and terms between the Bid Documents and Contractor's Bid. In the latter circumstance, clarifications must specifically note in writing what was offered by the Contractor and what was accepted by the City of Long Beach. If not, such clarifications shall be considered last in the order of precedence under this paragraph.

- (1) General Conditions.
- (2) Bid Specifications.
- (3) Bid Documents.
- (4) Contractor's Bid.

6. DEFINITIONS

AWARD is the decision of the City to accept the Bid/Proposal of the lowest responsive, responsible Bidder/Contractor for the procurement included in these Bid Documents. An award letter will be issued by the City informing the Contractor that its bid was accepted.

BID DOCUMENTS Writings by the City setting forth the scope, terms, conditions and technical specifications for procurement. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotation (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions contained therein or incorporated by reference.

BID OR PROPOSAL An offer or proposal submitted by a Bidder to furnish a described product or a solution, perform services or means of achieving a practical end, at a stated price for the stated Contract term. As required by the Bid Documents, the Bid or proposal may be subject to modification through the solicitation by the City of best and final offers during the evaluation process prior to recommendation for award of the Contract.

BIDDER/OFFERER Any individual or other legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) which submits a Bid in response to a Bid Solicitation. The term Bidder shall also include the term “offeror.” In the case of negotiated Contracts, “Bidder” shall refer to the “Contractor.”

BID SPECIFICATION A written description drafted by the City setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a commodity or construction item, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed Contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work.

CONTRACT The writing(s) which contain the agreement of the City and the Bidder/Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law.

CONTRACT DOCUMENTS consist of the Contract or Purchase Order made between the City and the Bidder/Contractor (hereinafter the Agreement), General Conditions, Bid Specifications, Bid Documents, including among others the Notice to Bidders, Instructions to Bidders, any Schedule of Bid Prices, any Addendum to Bid Documents issued prior to execution of the Contract, Bidder’s Qualification Statement, Bidder’s Proposal (including non-collusive bidding statement), contract or purchase order(s) issued, Insurance and Indemnity Certification, Bid Bond(s) (where required), Performance Bond(s), Materials & Labor Bond(s) (where required), or Maintenance Bond (where required), any New York State Department of Labor Wage Rate Schedule(s) (for public work or building services as defined by Articles 8 and 9 of the New York State Labor Law), any additional Documentation required for

contract execution, any supplemental agreements issued during the course of the Contract, and/or Modifications issued after execution of the Contract. A Modification is: (1) a written amendment to the Contract signed by both parties including but not limited to work change orders or changes to purchase orders.

COMPTROLLER of the City of Long Beach.

CONTRACTOR Any successful Bidder(s) to whom a Contract has been awarded by the City.

DOCUMENTATION The complete set of manuals (e.g., user, installation, instruction or diagnostic manuals) in either hard or electronic copy, which are necessary to enable the City to properly test, install, operate and enjoy full use of the Product.

MULTIPLE AWARD A determination and award of a Contract in the discretion of the Purchasing Agent to more than one responsive and responsible Bidder who meets the requirements of a specification, where the multiple award is made on the grounds set forth in the Bid Document in order to satisfy multiple factors and needs of the City (e.g., complexity of items, various manufacturers, differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, geographic location or other pertinent factors).

PRODUCT A deliverable under any Bid or Contract which may include commodities, services and/or technology, including software.

PURCHASING AGENT Purchasing Agent of the City of Long Beach or her authorized representative

PURCHASING DEPARTMENT shall mean the City of Long Beach, Purchasing Department.

PURCHASE ORDER The City’s fiscal form or format that is used when making a purchase

(e.g., Claim Form, formal written Purchase Order, electronic Purchase Order, or other authorized instrument).

SINGLE SOURCE A procurement where two or more Bidders can supply the required Product, and the Purchasing Agent may award the contract to one Bidder over the other.

SITE The location (street address) where Product will be executed or services delivered.

SOLE SOURCE A procurement where only one Bidder is capable of supplying the required Product.

SUBCONTRACTOR Any individual or other legal entity, (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) that has entered into a contract, express or implied, for the performance of a portion of a Contract with a Contractor.

CITY shall mean the City of Long Beach, Nassau County, New York.

CORPORATION COUNSEL City Attorney of the City of Long Beach.

CITY COUNCIL shall mean the council members duly elected by the residents of the City of Long Beach, Nassau County, New York.

BID SUBMISSION

7. **BID OPENING** Bids may, as applicable, be opened publicly. The Purchasing Agent reserves the right at any time to postpone or cancel a scheduled Bid opening.

8. **BID SUBMISSION** All Bids are to be packaged, sealed and submitted to the location stated in the Bid Specifications. Bidders are solely responsible for timely delivery of their Bids to the location set forth in the Bid Specifications prior to the stated Bid opening

date/time.

A Bid return envelope, if provided with the Bid Specifications, should be used with the Bid sealed inside. If the Bid response does not fit into the envelope, the Bid envelope should be attached to the outside of the sealed box or package with the Bid inside. If using a commercial delivery company that requires use of their shipping package or envelope, Bidder's sealed Bid, labeled as detailed below, should be placed within the shipper's sealed envelope to ensure that the Bid is not prematurely opened.

All Bids must have a label on the outside of the package or shipping container outlining the following information:

“BID ENCLOSED (bold print, all capitals)

- Bid Name
- Bid Number
- Bid Submission date and time”

In the event that a Bidder fails to provide such information on the return Bid envelope or shipping material, the City reserves the right to open the shipping package or envelope to determine the proper Bid number or Bid Name, and the date and time of Bid opening. Bidder shall have no claim against the City arising from such opening and such opening shall not affect the validity of the Bid or the procurement.

Notwithstanding the City right to open a Bid to ascertain the foregoing information, Bidder assumes all risk of late delivery associated with the Bid not being identified, packaged or labeled in accordance with the foregoing requirements.

All Bids must be signed by a person authorized to commit the Bidder to the terms of the Bid Documents and the content of the Bid (offer).

9. **LATE BIDS** For purposes of Bid openings held and conducted by the Purchasing Agent, a Bid must be received in such place as may be designated in the Bid Documents or if no place is specified to the City of Long Beach, Purchasing

Department, Room 509, One West Chester Street, Long Beach, New York 11561, at or before the date and time established in the Bid Specifications for the Bid opening.

Any Bid received at the specified location after the time specified will be considered a late Bid. A late Bid shall not be considered for award unless: (i) no timely Bids meeting the requirements of the Bid Documents are received or, (ii) in the case of a multiple award, an insufficient number of timely Bids were received to satisfy the multiple award; and acceptance of the late Bid is in the best interests of the City. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the City shall not excuse late Bid submissions. Similar types of delays, including but not limited to, bad weather or security procedures for parking and building admittance shall not excuse late Bid submissions. Determinations relative to Bid timeliness shall be at the sole discretion of the Purchasing Agent.

10. **BID CONTENTS** Bids must be complete and legible. All Bids must be signed. All information required by the Bid Specifications must be supplied by the Bidder on the forms or in the format specified. No alteration, erasure or addition is to be made to the Bid Documents. Changes may be ignored by the Purchasing Agent or may be grounds for rejection of the Bid. Changes, corrections and/or use of white-out in the Bid or Bidder's response portion of the Bid Document must be initialed by an authorized representative of the Bidder. Bidders are cautioned to verify their Bids before submission, as amendments to Bids or requests for withdrawal of Bids received by the Purchasing Agent after the time specified for the Bid opening, may not be considered.

11. **EXTRANEOUS TERMS** Bids must conform to the terms set forth in the Bid Documents, as extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the Bid non-responsive and may result in rejection of the Bid.

Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) that are attached or referenced with submissions shall not be considered part of the Bid or resulting Contract, but shall be deemed included for informational or promotional purposes only.

No extraneous term(s), whether or not deemed "material," shall be incorporated into a Contract or Purchase Order unless the City expressly accepts each such term(s) in writing. Acceptance and/or processing of the Bid shall not constitute such written acceptance of Extraneous Term(s).

12. **CONFIDENTIAL/TRADE SECRET MATERIALS** Contractor confidential trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission by the Bidder. Marking the Bid as "confidential" or "proprietary" on its face or in the document header or footer shall not be considered by the Purchasing Agent to be sufficient without specific justification as to why disclosure of particular information in the Bid would cause substantial injury to the competitive position of the Bidder. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the Freedom of Information Law must request the exemption in writing, setting forth the reasons for the claimed exemption. Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures. Properly identified information that has been designated confidential, trade secret, or proprietary by the Bidder will not be disclosed except as may be required by the Freedom of Information Law or other applicable State and federal laws.

13. **RELEASE OF BID EVALUATION MATERIALS** Requests concerning the evaluation of Bids may be submitted under the Freedom of Information Law.

14. **FREEDOM OF INFORMATION LAW**

During the evaluation process, the content of each Bid will be held in confidence and details of any Bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. If the Bid contains any such trade secret or other confidential or proprietary information, it must be accompanied in the Bid with a written request to the Purchasing Agent to not disclose such information. Such request must state with particularity the reasons why the information should not be available for disclosure and must be provided at the time of submission of the Bid. Notations in the header, footer or watermark of the Bid Document will not be considered sufficient to constitute a request for non-disclosure of trade secret or other confidential or proprietary information. Where a Freedom of Information request is made for trademark or other confidential or proprietary information, the Purchasing Agent reserves the right to determine upon written notice to the Bidder whether such information qualifies for the exemption for disclosure under the law. Notwithstanding the above, where a Bid tabulation is prepared and Bids publicly opened, such Bid tabulation shall be available upon request.

15. **PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES**

CONTRACTS 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 contracts for public improvement in which laborers, workers or mechanics are employed on a “public works” project (distinguished from public “procurement” or “service” contracts). The City, a public benefit corporation, a

municipal corporation (including a school district), or a commission appointed by law must be a party to the Contract. The wage and hours provision applies to any work performed by Contractor or Subcontractors.

ii. **Building Services** Labor Law Article 9 applies to Contracts for building service work over \$1,500 with a public agency, 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.

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 and 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 City that has prepared or directs the preparation of the plans and specifications for a public works project, as set forth in the Bid Specifications. Upon mutual agreement of the Contractor and the Authorized User, the form of submission may be submitted in a specified disk format acceptable to the Department of Labor provided: (1) the Contractor/Subcontractor retains the original records; and, (2) an original signed letter by a duly authorized individual of the Contractor or Subcontractor attesting to the truth and accuracy of the records accompanies the disk. This provision does not apply to Article 9 of the Labor Law building services contracts.

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

E. **Day's Labor** Eight hours shall constitute a legal day's work for all classes of employees in this state except those engaged in farm and domestic service unless otherwise provided by law.

No laborers, workmen or mechanics in the employ of the Contractor, Subcontractor or other person doing or contracting to do all or part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five calendar days in any one week except in cases of

extraordinary emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the New York State Commissioner of Labor for the preservation of the Contract site or for the protection of the life and limb of the persons using the Contract site.

16. APPRENTICESHIP TRAINING PROGRAMS PUBLIC WORKS AND BUILDING SERVICES CONTRACTS

Any Bidder/Contractor entering into a Contract with the City for public work or building services, or any sub-contractor entering into a sub-contract with a Contractor who has a Contract with the City for public work or building services, shall submit verification that they have in-place or will participate in an apprenticeship training program appropriate for the type and nature of work to be performed which have been registered with and approved by the New York State Commission of Labor, pursuant to §816-b of the New York State Labor Law, any provision contained in §103 of the General Municipal Law to the Bidder/Contractor notwithstanding.

A sub-contractor entitled to receive less than \$20,000 from a Bidder/Contractor sub-contract is exempt from the requirement set forth herein.

17. TAXES

A. Unless otherwise specified in the Bid Specifications or Contract, the quoted Bid price includes all taxes applicable to the transaction.

B. Purchases made by the City are exempt from New York State sales and excise taxes. These taxes are not to be included in Bids. This exemption does not, however, apply to tools, machinery, equipment or other property, sold or leased to the Contractor or a subcontractor, or to materials and supplies of a kind which will not

be incorporated into the completed Product, and the Contractor and his subcontractors shall be responsible for and pay any and all applicable taxes including Sales and Compensating Use Taxes, on such leased tools, machinery, equipment or other property or on such unincorporated materials and supplies, and the provisions set forth below will not be applicable to such tools, machinery, equipment, property and unincorporated materials and supplies.

C. New York State Truck Mileage and Unemployment Insurance or Federal Social Security taxes remain the sole responsibility of the Bidder/Contractor, as no person, firm or corporation is exempt from paying them.

D. Pursuant to Revised Tax Law 5-a, Contractor will be required to furnish sales tax certification on its behalf and for its affiliates, and subcontractors for Contracts with a value greater than \$100,000 in accordance with provisions of the law.

18. PRODUCT REFERENCES

A. **Trade Customs** There shall be no inferences to trade customs, terms, discounts or conditions on sale applicable, which are not specifically expressed in the specifications and proposals on which the award is based nor contrary to the State Finance Law.

B. **“Or Equal”** In all Bid Specifications the words “or equal” are understood to apply where a copyrighted, brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Purchasing Agent’s decision as to acceptance of the Product as equal shall be final.

C. **Discrepancies in References** In the event of a discrepancy between the model number referenced in the Bid Specifications and the written description of the Products which cannot be reconciled, with respect to such discrepancy, then the written description shall prevail.

19. REMANUFACTURED, RECYCLED, RECYCLABLE OR RECOVERED MATERIALS

Upon the conditions specified in the Bid Specifications and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled, recyclable or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements or in the Bid Specifications. Contractors are further encouraged to offer remanufactured Products to the maximum extent practicable without jeopardizing the performance or intended end use of the Product and unless such use is precluded due to health, welfare, safety requirements or by the Bid Specifications. Where such use is not practical, suitable, or permitted by the Bid Specifications, Contractor shall deliver new materials in accordance with the “Warranties” set forth below.

Items with recycled, recyclable, recovered, refurbished or remanufactured content must be identified in the Bid or Bidder will be deemed to be offering new Product.

20. PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS

Bids offering Products that are manufactured or produced in public institutions will be rejected.

21. PRICING

A. **Unit Pricing** If required by the Bid Specifications, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places for each item unless otherwise specified, in the Bid. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Purchasing Agent, such unit pricing is obviously erroneous.

B. **Net Pricing** Unless otherwise required by the Bid Specifications, prices shall be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the

destination(s) indicated in the Bid Specifications, subject to the cash discount.

C. “No Charge” Bid When Bids are requested on a number of Products as a Group or Lot, a Bidder desiring to Bid “no charge” on a Product in the Group or Lot must clearly indicate such. Otherwise, such Bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Purchasing Agent.

D. Educational Pricing All Products to be supplied for educational purposes that are subject to educational discounts shall be identified in the Bid and such discounts shall be made available to qualifying institutions.

E. Third Party Financing If Product acquisitions are financed through any third party financing, Contractor may be required as a condition of Contract Award to agree to the terms and conditions of a “Consent & Acknowledgment Agreement” in a form acceptable to the City.

F. Best Pricing Offer During the Contract term, if substantially the same or a smaller quantity of a Product is sold by the Contractor outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, at the discretion of the Purchasing Agent, shall be immediately reduced to the lower price. Price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after:

- (i) GSA Changes: Where City Net Prices are based on an approved GSA Schedule, the date the approved GSA Schedule pricing decreases during the Contract term; or
- (ii) Commercial Price List Reductions: Where City Net Prices are based on a discount from Contractor’s list prices, the date Contractor lowers its pricing to its customers generally or to similarly situated government customers during the Contract term; or
- (iii) Special Offers/Promotions Generally: Where Contractor generally offers more advantageous special price promotions or special discount pricing to other customers

during the Contract term for a similar quantity, and the maximum price or discount associated with such offer or promotion is better than the discount or Net Price otherwise available under this Contract, such better price or discount shall apply for similar quantity transactions under this Contract for the life of such general offer or promotion.

G. Best and Final Prices As specified in the Bid Documents and Contract, a Contractor may be solicited at the time of issuance of a Purchase Order award for best and final pricing for the Product or service to be delivered to the City. Contractors are encouraged to reduce their pricing upon receipt of such request.

22. DRAWINGS

A. Drawings Submitted With Bid When the Bid Specifications require the Bidder to furnish drawings and/or plans, such drawings and/or plans shall conform to the mandates of the Bid Documents and shall, when approved by the City, be considered a part of the Bid and of any resulting Contract. All symbols and other representations appearing on the drawings shall be considered a part of the drawing.

i. Standard Practices In performing the services required under the Bid Specifications/Contract, the Bidder/Contractor shall follow and adhere to the following standard City practices. The following practices may be supplemented or modified, in writing, by the City.

a. All work shall be in charge of an Engineer, Surveyor or Architect (as appropriate) duly licensed and registered in the State of New York, and experienced in the type of work to be performed for the City.

b. Any and all reports shall be of 8½" x 11" format with the 11" dimension being the vertical size. Cover and binding shall be as specified by the City. Oversize exhibits (if required) shall be foldouts or shall be contained within a "Pocket" bound into the report.

c. Any specifications shall: (i) Be of 8½" x 11" format; (ii) Be printed, and color coded, in accordance with standard City practice; (d) Have a cover with content and format which shall

conform to current City practices.

d. The word "plans" shall be synonymous with the words "drawings". Any plans shall: (i) Have a title sheet conforming to current City practice; (ii) Be signed and sealed by an Engineer, Surveyor or Architect (as appropriate) duly licensed and registered in the State of New York on the title sheet; (iii) Be ink on mylar, or be an accurate photographic mylar reproduction of any work originally done in pencil; (iv) Be of the following size:

(a) 8½" x 11", or fold-out multiples thereof, if to be bound into the specifications book, subject to approval by the City.

(b) A minimum of 22" x 36" to a maximum of 36" x

48" to be approved by the City.

(c) CADD generated drawings shall be plotted on mylar reproducible, and the CADD files shall be additionally provided to the City on disc in a format acceptable to the City.

e. Notwithstanding any of these provisions, the Bidder/Contractor shall, in all cases, conform to any special requirements of other government agencies where such conformity is a required condition for funding, grant approval, or submission/approval of applications and the like.

B. Ownership of Documents All completed original tracings and the original master specification sheets shall constitute the property of the City but may, during the course of the performance of the work required by the Bid Specification/Contract, remain in custody of the Contractor unless otherwise directed by the City. In the event of any revisions in specifications or original drawings, the Contractor shall submit two revised copies to the City.

C. Surrender of Documents Upon termination or completion of the Contract, the Contractor shall surrender, within fifteen (15) days to the City (as applicable), all data, reports, maps, surveys, material specifications, contacts, budgets, salary schedules, time records, plans, tracings, sketches, charts, photographs and exhibits prepared, developed or kept in connection with or as a part of this project. This section does not apply to any records or documents pertaining to the operation of the

Contractor's business. The Contractor may retain in its possession copies of those records or documents, which it considers necessary for proof of performance.

D. Drawings Submitted During the Contract

Term Where the Contract require the Contractor to develop, maintain and deliver diagrams or other technical schematics regarding the scope of work, Contractor shall do so on an ongoing basis at no additional charge, and must, as a condition of payment, update drawings and plans during the Contract term to reflect additions, alterations, and deletions. Such drawings and diagrams shall be delivered to the City's representative and shall be in accordance with the requirements set forth in Section 22(A).

E. Accuracy of Drawings Submitted

All drawings shall be neat and of professional quality and technical accuracy. The drawings shall coordinate all designs, drawings, specifications and other services furnished by the Bidder/Contractor under the Bid Specifications/Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services, unless otherwise agreed upon by the City. Neither the City's review, approval or acceptance of, nor payment for, the drawings under this contract shall be construed to operate as a waiver of any rights under the Contract or of any cause of action arising out of the performance of the Contract, and the Contractor shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the Contractor's negligent performance or breach of contract of any of the services furnished under the Contract. The rights and remedies of the City provided for in the Contract are in addition to any other rights and remedies provided by law.

F. Claims In the event that any claim is made or any action brought in any way relating to the plans and specifications drawn by the Contractor, the Contractor will diligently render to the City any and all assistance, which the City may require of the Contractor at the Contractor's sole

cost and expense. None of the above shall be deemed in any way a waiver of the Contractor's responsibility for the information provided by his (its) drawings, specifications and work.

23. LABORATORY WORK If any portion of work being Bid is subject to laboratory testing, the following shall apply:

A. Any and all testing work required under this Contract shall be subject to the approval of the City prior to undertaking any such testing program.

B. The City will determine if it is in the best interests of the City to use the facilities of private testing laboratories or those of public agencies such as the Nassau County Department of Public Works, or a combination of both.

C. The Contractor shall review the testing results and shall state, in writing, that they are acceptable or unacceptable.

D. If private testing laboratories are used, the Contractor shall process the claims for payment and shall submit its certification that the amount of the claim is reasonable and proper.

24. SITE INSPECTION Where a site inspection is required by the Bid Specifications or Project Definition, Bidder shall be required to inspect the site, including environmental or other conditions for pre-existing deficiencies that may affect the installed Product, equipment, or environment or services to be provided and, which may affect Bidder's ability to properly deliver, install or otherwise provide the required Product. All inquiries regarding such conditions shall be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions which such inspection or inquiry might have disclosed. Bidder must provide a detailed explanation with its Bid if additional work is required under this clause in order to properly complete the delivery and installation of the required Product or provide the requested service.

25. SAMPLES

A. **Standard Samples** Bid Specifications may indicate that the Product to be purchased must be equal to a standard sample on display in a place

designated by the Purchasing Agent and such sample will be made available to the Bidder for examination prior to the opening date. Failure by the Bidder to examine such sample shall not entitle the Bidder to any relief from the conditions imposed by the Bid Specifications.

B. **Bidder Supplied Samples** The Purchasing Agent reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of Bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidder's name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate Bid or Contract reference.

A sample may be held by the Purchasing Agent during the entire term of the Contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period the sample, where feasible, will be returned as instructed by the Bidder, at the Bidder's expense and risk. Where the Bidder has failed to fully instruct the Purchasing Agent as to the return of the sample (*i.e.*, mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

C. **Enhanced Samples** When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractor's default, the Purchasing Agent may procure a Product substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.

D. **Conformance with Sample(s)** Submission

of a sample (whether or not such sample is tested by, or for, the City) and approval thereof shall not relieve the Contractor from full compliance with all terms and conditions, performance related and otherwise, specified in the Bid Specifications. If in the judgment of the City the sample or product submitted is not in accordance with the specifications or testing requirements prescribed in the Bid Specifications, the City may reject the Bid. If an award has been made, the City may cancel the Contract at the expense of the Contractor.

E. Testing All samples are subject to tests in the manner and place designated by the City, either prior to or after Contract award. Unless otherwise stated in the Bid Specifications, Bidder samples consumed or rendered useless by testing will not be returned to the Bidder. Testing costs for samples that fails to meet Contract requirements may be at the expense of the Contractor.

SAMPLES MUST BE SUBMITTED IN STRICT ACCORDANCE WITH THIS SECTION. THE CITY RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID FOR FAILURE TO COMPLY WITH THIS SECTION.

BID EVALUATION

26. BID EVALUATION The City reserves the right to accept or reject any and all Bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the City determines the best interests of the City will be served. The City, in its sole discretion, may accept or reject illegible, incomplete or vague Bids and its 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.

27. CONDITIONAL BID Unless the Bid Specifications provides otherwise, a Bid is not rendered non-responsive if the Bidder specifies

that the award will be accepted only on all or a specified group of items or Product included in the specification. It is understood that nothing herein shall be deemed to change or alter the method of award contained in the Bid Documents.

28. CLARIFICATIONS / REVISIONS Prior to award, the City 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.

29. EQUIVALENT OR IDENTICAL BIDS In the event that two or more Bidders submit substantially equivalent Bids as to pricing or other factors, the decision of the Purchasing Agent to award a Contract to one or more of such Bidders shall be final.

30. PROMPT PAYMENT DISCOUNTS While prompt payment discounts will not be considered in determining the low Bid, the Purchasing Agent may consider any prompt payment discount in resolving Bids which are otherwise tied. However, any notation indicating that the price is net, (*e.g., net 30 days*), shall be understood to mean only that no prompt payment discount is offered by the Bidder. The imposition of service, interest, or other charges, except as otherwise permitted by law, may render the Bid non-responsive and may be cause for its rejection.

31. PERFORMANCE AND RESPONSIBILITY QUALIFICATIONS The Purchasing Agent reserves the right to investigate or inspect at any time whether or not the Product, services, qualifications or facilities offered by the Bidder/Contractor meet the requirements set forth in the Bid Specifications/Contract or as set forth during Contract negotiations. Contractor shall at all times during the Contract term remain responsible and responsive. If the Purchasing Agent determines that the conditions and terms

of the Bid Documents, Bid Specifications or Contract are not complied with, or that items, services or Product proposed to be furnished do not meet the specified requirements, or that the legal authority, integrity experience, ability, prior performance, organization and financial capacity or facilities are not satisfactory, the Purchasing Agent may reject such Bid or terminate the Contract.

32. QUANTITY CHANGES PRIOR TO AWARD

The Purchasing Agent reserves the right, at any time prior to the award of a specific quantity Contract, to alter in good faith the quantities listed in the Bid Specifications. In the event such right is exercised, the lowest responsible Bidder meeting Bid Specifications will be advised of the revised quantities and afforded an opportunity to extend or reduce its Bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its Bid price may result in the rejection of its Bid and the award of such Contract to the lowest responsible Bidder who accepts the revised qualifications.

33. TIMEFRAME FOR OFFERS The City reserves the right to make awards within forty-five (45) days after opening of Bids, during which period, Bids must remain firm and cannot be withdrawn. Any Bid which expressly states therein that acceptance must be made within a shorter specified time, may at the sole discretion of the City, be accepted or rejected.

TERMS & CONDITIONS

34. CONTRACT CREATION / EXECUTION

Subject to Award and upon receipt of all required approvals as set forth in the Bid Specifications, a Contract shall be deemed executed and created with the successful Bidder(s), upon receipt of: (A) a fully executed Contract; or (B) a Purchase Order authorized by the Purchasing Agent.

35. MODIFICATION OF CONTRACT

TERMS The terms and conditions set forth in the Contract shall govern all transactions by and

between the City and the Contractor under this Contract. The Contract may only be modified or amended upon mutual written agreement of the City and Contractor.

The Contractor may, however, offer more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to the City by the Contractor at the time of such offer.

Other than where such terms are more advantageous for the City than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against the City unless authorized by the Purchasing Agent. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, purchase orders or other documents forwarded by the Contractor for payment, notwithstanding the City's subsequent acceptance of Product, or that the City has subsequently processed such document for approval or payment.

36. SCOPE CHANGES The City reserves the right, unilaterally, to require, by written order, changes by altering, adding to or deducting from the Bid Specifications, such changes to be within the general scope of the Contract. The City may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the consent of the Contractor, which consent shall not be unreasonably withheld.

37. ESTIMATED / SPECIFIC QUANTITY CONTRACTS

Estimated quantity contracts are expressly agreed and understood to be made for only the quantities, if any, actually ordered

during the Contract term. No guarantee of any quantity(s) is implied or given. The City will neither be compelled to order any quantities of any item nor will it be limited to the quantity indicated for any item. The quantity to be ordered will be such as may actually be required, as determined by the City. ***The City retains the absolute right to reject any Bid which expressly imposes a minimum order quantity or minimum dollar amount.*** Purchases by the City from Contracts for services and technology are voluntary.

38. EMERGENCY CONTRACTS In the event that a disaster emergency is declared by the City, or it determines that an emergency exists requiring the prompt and immediate delivery of Product, the City reserves the right to obtain such Product from any source, including but not limited to this Contract(s), as the City in its sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for Product procured from other sources pursuant to this paragraph.

39. PURCHASE ORDERS Unless otherwise authorized in writing by the Purchasing Agent, no Product is to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the City. Unless terminated or cancelled pursuant to the authority vested in the City, Purchase Orders shall be effective and binding upon the Contractor when placed in the mail or electronically transmitted prior to the termination of the contract period, addressed to the Contractor at the address for receipt of orders set forth in the Contract or in the Award.

All Purchase Orders issued pursuant to Contracts let by the Purchasing Agent must bear the appropriate Contract number. As deemed necessary, the City may confirm pricing and other Product information with the Contractor prior to placement of the Purchase Order. The City reserves the right to require any other information from the Contractor which the City deems necessary in order to complete any Purchase Order placed under the Contract. Should the City add written terms and conditions

to the Purchase Order that conflict with the terms and conditions of the Contract, the Contractor has the option of rejecting the Purchase Order within *five business days* of its receipt but shall first attempt to negotiate the additional written terms and conditions in good faith with the City, or fulfill the Purchase Order. Notwithstanding the above, the City reserves the right to dispute any discrepancies arising from the presentation of additional terms and conditions with the Contractor.

40. PRODUCT DELIVERY must be made as ordered to the address specified in a schedule of locations as indicated on the Purchase Order and in accordance with the terms of the Contract. Unless otherwise specified in the Bid Documents/Bid Specifications, delivery shall be made within ***thirty calendar days*** after receipt of a Purchase Order by the Contractor.

The decision of the Purchasing Agent as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Purchasing Agent, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be requested in writing by the Contractor and approved in writing by the City. Failure to meet such delivery time schedule may be grounds for cancellation of the order or, in the City's discretion, the Contract.

The City further reserves the absolute right to authorize the immediate purchase of the Product from other sources. Purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, may be deducted from the Contract quantities without penalty or liability to the City. The Contractor shall promptly reimburse the City for any excess cost incurred in replacing all or part of the Products which are the subject of the delay. The Contractor shall have no claim against the City for the difference in cost where

the cost of the purchase is less than that provided in the Contract.

41. WEEKEND AND HOLIDAY

DELIVERIES Unless otherwise specified in the Bid Specifications or by the City, deliveries will be scheduled for ordinary business hours, Monday through Friday (excluding legal holidays observed by the City). Deliveries may be scheduled by mutual agreement for Saturdays, Sundays or legal holidays observed by the City where the Product is for daily consumption, an emergency exists, the delivery is a replacement, delivery is late, or other reasonable circumstance in which event the convenience of the City shall govern.

42. SHIPPING/RECEIPT OF PRODUCT

A. Packaging Tangible Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without any extra charges for packing materials, cases or other types of containers. The container shall become and remain the property of the City unless otherwise specified in the Contract documents.

B. Shipping Charges Unless otherwise stated in the Bid Specifications, all deliveries shall be deemed to be freight on board (F.O.B.) destination tailgate delivery at the City or its designated location listed in the Contract or Purchase Order. Unless otherwise agreed, items purchased at a price F.O.B. Shipping point plus transportation charges shall not relieve the Contractor from responsibility for safe and proper delivery notwithstanding the City's payment of transportation charges. Contractor shall be responsible for ensuring that the Bill of Lading states "charges prepaid" for all shipments.

C. Receipt of Product The Contractor shall be solely responsible for assuring that deliveries are made to personnel authorized to accept delivery on behalf of the City. Any losses resulting from the Contractor's failure to deliver Product to authorized personnel shall be borne exclusively by the Contractor.

43. TITLE AND RISK OF LOSS

Notwithstanding the form of shipment, title or other property interest, risk of loss shall not pass from the Contractor to the City until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Bid Specifications or Purchase Order. Mere acknowledgment by City personnel of the delivery or receipt of goods (*e.g., signed bill of lading*) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product that is substandard or does not comply with the Bid Specifications or Contract terms and conditions, may be rejected or accepted on an adjusted price basis, as determined by the Purchasing Agent.

44. RE-WEIGHING PRODUCT Deliveries are subject to re-weighing at the point of destination by the City. If shrinkage occurs which exceeds that normally allowable in the trade, the City shall have the option to require delivery of the difference in quantity or to reduce the payment accordingly. Such option shall be exercised in writing by the City.

45. PRODUCT SUBSTITUTION In the event a specified manufacturer's Product listed in the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Savings/Force Majeure Clause) a Product deemed in writing by the Purchasing Agent to be equal to or better than the specified Product must be substituted by the Contractor at no additional cost or expense to the City. Unless otherwise specified, any substitution of Product prior to the Purchasing Agent's written approval may be cause for cancellation of Contract.

46. REJECTED PRODUCT When Product is rejected, it must be removed by the Contractor from the premises of the City within ten calendar days of notification of rejection by the City. Upon notification of rejection, risk of loss of

rejected or non-conforming Product shall remain with Contractor. Rejected items not removed by the Contractor within ten calendar days of notification shall be regarded as abandoned by the Contractor, and the City shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the City for any and all costs and expenses incurred in storage or effecting removal or disposition after the ten-calendar day period.

47. INSTALLATION Where installation is required, Contractor shall be responsible for placing and installing the Product in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects that would mar the appearance of the Product or render it structurally unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or place the Product in the proper location. The Contractor shall protect the Site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents.

If any alteration, dismantling or excavation, etc. is required to effect installation:

A. The Contractor shall promptly restore the structure or site following alteration, dismantling or excavation, etc. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.

B. Work shall be performed to cause the least inconvenience to the City and with proper consideration for the rights of other Contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other Contractors.

C. The Contractor shall be responsible for daily clean-up of all wastes of every kind arising from all activity at the work site, including but not limited to dust, refuse, rubbish garbage, scrap metal, construction debris and packaging material, etc., so that the work site shall present a

safe, neat, orderly and workmanlike appearance at all times.

D. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed in accordance with all Federal, State and Local Laws and Regulations governing the disposal of materials, debris, rubbish and trash on or off the site. Each Contractor shall provide applicable certifications and affidavits of proper disposals as requested by the City. Burying or burning of any material will not be permitted.

E. The Contractor shall further be responsible for the removal and legal disposal of any other type of waste material resulting from this contract as well as for any and all costs associated with such proper and legal disposal of these materials. No separate payment will be made for this disposal. Any costs thereof shall be included within the unit price costs for the Contract Items.

48. REPAIRED OR REPLACED PARTS / COMPONENTS

Where the Contractor is required to repair, replace or substitute Product or parts or components of the Product under the Contract, the repaired, replaced or substituted Products shall be subject to all terms and conditions for new parts and components set forth in the Contract including Warranties, as set forth in the Additional Warranties Clause herein. Replaced or repaired Product or parts and components of such Product shall be new and shall, if available, be replaced by the original manufacturer's component or part. Remanufactured parts or components meeting new Product standards may be permitted by the City. Before installation, all proposed substitutes for the original manufacturer's installed parts or components must be approved by the City. The part or component shall be equal to or of better quality than the original part or component being replaced.

49. ON-SITE STORAGE With the written approval of the City, materials, equipment or supplies may be stored at the Site at the Contractor's sole risk.

50. EMPLOYEES, SUBCONTRACTORS &

AGENTS All employees, sub-contractors or agents performing work under the Contract must be trained staff or technicians who meet or exceed the professional, technical and training qualifications set forth in the Bid Specifications or the Bid Documents, whichever is more restrictive, and must comply with all security and administrative requirements of the City. The City reserves the right to conduct a security background check or otherwise approve any employee, sub-contractor or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause based on, including but not limited to, professional, technical or training qualifications, quality of work or change in security status or non-compliance with City's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract terms. The City reserves the right to reject and/or bar from the facility for cause any employee, sub-contractor, or agents of the Contractor.

51. ASSIGNMENT The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract to any other person, company, firm or corporation in performance of the contract without the prior written consent of the City. Failure to obtain consent to assignment from the City shall revoke and annul such Contract. Prior to a consent to assignment of a Contract, or portion thereof, becoming effective, the Contractor shall submit the request to assignment to the City and seek written agreement from the City. The City reserves the right to reject any proposed assignee in his/her discretion.

52. SUBCONTRACTORS AND SUPPLIERS The Contractor shall advise the City, in writing, as to the name and address of the proposed sub-contractor and the exact scope of the work the sub-contractor will perform. The Contractor shall not sub-contract with the sub-contractor until the City has given written approval of the sub-contractor and the work to be performed. All work by sub-contractors shall be performed

at no additional cost to the City except as herein elsewhere stated in the Contract. All sub-contractors shall be required to furnish the City with proof of insurance in the same manner and the amounts as required by the Contractor. All sub-contractors shall be required to comply with the applicable terms and conditions of the Contract.

The City reserves the right to reject any proposed Subcontractor or supplier for bona fide business reasons, which may include, but are not limited to: they are on the New York State Department of Labor's list of companies with which New York State cannot do business; the City determines that the company is not qualified; the City determines that the company is not responsible; the company has previously provided unsatisfactory work or services; the company failed to solicit minority and women's business enterprises (M/WBE) Bidders as required by prior Contracts.

53. PERFORMANCE / BID BOND The City reserves the right to require a Bidder or Contractor to furnish without additional cost, a performance, payment or Bid bond or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract. Where required, such bond or other security shall be in the form prescribed by Corporation Counsel of the City of Long Beach. Failure of the Contractor to furnish said surety within ten days from the date of request shall be sufficient cause to terminate the Contract and cancel a pending Purchase Order(s).

54. SUSPENSION OF WORK The City, in its sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, in the best interests of the City. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze or reduction on City spending, declaration of emergency, contract compliance issues or other such circumstances. Upon

issuance of such notice, the Contractor is not to accept any Purchase Orders, and shall comply with the suspension order. Activity may resume at such time as the City issues a formal written notice authorizing a resumption of performance under the Contract.

55. TERMINATION

A. By written notice: This Contract may be terminated at any time by the City upon sixty (60) days written notice or other specified period without penalty or other early termination charges due. The City will be responsible for payment of any portion of the Services completed prior to termination of the Contract and satisfactory to the City Comptroller. Such termination of the Contract shall not affect any project or Purchase Order that has been issued under the Contract prior to the date of such termination. Contractor shall use due diligence and provide any outstanding deliverables.

B. For Violation of the Sections 139-j and 139-k of the State Finance Law: The City reserves the absolute right to terminate the Contract in the event it is found that the certification filed by the Bidder in accordance with Section 139-k of the State Finance Law was intentionally false or intentionally incomplete. Upon such finding, the City may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

C. For Violation of Revised Tax Law 5a: The City reserves the absolute right to terminate the contract in the event it is found that the certification filed by the Contractor in accordance with §5-a of the Tax Law is not timely filed during the term of the Contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, the City may exercise its termination right by providing written notification to the Contractor.

D. Contractor Assistance Upon Termination. In connection with the termination or impending termination of the Contract, the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the City to assist the City in transitioning the Contractor's responsibilities under the Contract.

E. Accounting Upon Termination. Within thirty (30) days of the termination of the Contract, the Contractor shall provide the City with a complete accounting up to the date of termination of all monies received from the City, and shall immediately refund to the City any unexpended balance remaining as of the time of termination.

F. Reimbursement Upon Termination. Payment to the Contractor following termination shall not exceed authorized expenditures made prior to termination, and may be suspended by the City pending the Contractor's reasonable compliance with the terms and provisions of (D) and (E) above.

56. SAVINGS/FORCE MAJEURE A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Contractor or the City in the performance of the Contract which non-performance, by exercise of reasonable diligence, cannot be prevented. Contractor shall provide the City with written notice of any force majeure occurrence as soon as the delay is known.

Neither the Contractor nor the City shall be liable to the other for any delay in or failure of performance under the Contract due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Contractor and the City to be necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

Notwithstanding the above, at the discretion of the City where the delay or failure will significantly impair the value of the Contract to the City, the City may:

- A. Accept allocated performance or deliveries from the Contractor. The Contractor, however, hereby agrees to grant preferential treatment to the City with respect to Product subjected to allocation; and/or
- B. Purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the Contract quantities without penalty or liability to the City; or
- C. Terminate the Contract or the portion thereof which is subject to delays, and thereby discharge any unexecuted portion of the Contract or the relative part thereof.

In addition, the City reserves the right, in its sole discretion, to make an equitable adjustment in the Contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (i) the volatility is due to causes outside the control of Contractor; (ii) the volatility affects the marketplace or industry, not just the particular Contract source of supply; (iii) the effect on pricing or availability of supply is substantial; and (iv) the volatility so affects Contractor's performance that continued performance of the Contract would result in a substantial loss.

57. CONTRACT BILLINGS

- A. Contractor and the distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to the City in order to receive payment. None of the Contract amount shall be paid by the City except pursuant to timely filed claim forms containing documentation of the costs claimed following completion of all or a portion of the Product or services performed, all in form and substance satisfactory to the City.
 - i. **Claim Forms, Claim Form Review and Approval.** Payments shall be made to the Contractor in arrears and shall be expressly contingent upon: (a) the Contractor submitting a

claim form (the "Claim Form") in a form provided by the City, that (i) states with reasonable specificity the Product or services provided and the payment requested as consideration for such Product or services; (ii) certifies that the sum sought is just, true and correct; that no part thereof has been paid except as stated, and that the balance is actually due and owing and that taxes from which the City is exempt are excluded; and (iii) is accompanied by documentation satisfactory to the City supporting the amount claimed, and review, approval and audit of the Claim Form by the City.

- ii. **Timing of Payment Claims.** The Contractor shall submit claims no more frequently than once a month and no later than three (3) months following the City's receipt of the Product or services performed that are the subject of the claim. Any claims submitted in violation of this Section 57 shall not be due and payable by the City.

- iii. **No Duplication of Payments.** Payments for the Product shall not duplicate payments for any work performed or to be performed under any other agreements made between the Contractor and any funding source including the City.

- iv. **Release** The acceptance by the Contractor or any person claiming under the Contractor of any payment made on the final payment claim under this Contract shall operate on and shall be a release to the City from all claims and liability to the Contractor, its successors, legal representatives and assigns, for any compensation or reimbursement for services rendered or work performed under or by the provisions of this Contract.

- B. The Comptroller shall render payment for City purchases, and such payment shall be made in accordance with ordinary City procedures and practices.

- C. Submission of a Claim Form and payment thereof shall not preclude the Purchasing Agent from reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.

- D. Contractor shall provide, upon request of the Purchasing Agent or the Comptroller, any and all

information necessary to verify the accuracy of the billings. Such information shall be provided in the format requested by the Purchasing Agent or Comptroller and in a media commercially available from the Contractor.

58. REMEDIES FOR BREACH It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law:

A. Cover/Substitute Performance In the event of Contractor's material breach, the Purchasing Agent may, with or without formally Bidding: (i) Purchase from other sources; or (ii) If the Purchasing Agent is unsuccessful after making reasonable attempts, under the circumstances then existing, to timely obtain acceptable service or acquire replacement Product of equal or comparable quality, the Purchasing Agent may acquire acceptable replacement Product of lesser or greater quality.

Such purchases may, in the discretion of the Purchasing Agent or Comptroller, be deducted from the Contract quantity and payments due Contractor.

B. Withhold Payment In any case where a question of non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the City. Should the amount withheld be finally paid, a cash discount originally offered may be taken as if no delay in payment had occurred.

C. Reimbursement of Costs Incurred The Contractor agrees to reimburse the City promptly for any and all additional costs and expenses incurred for acquiring acceptable services, and/or replacement Product. Should the cost of cover be less than the Contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses expended or incurred by the City in connection therewith, including reasonable attorney's fees, shall be paid by the Contractor.

D. Substitute Equipment Where the Contractor fails to timely deliver pursuant to the guaranteed

delivery terms of the Contract, the City may rent substitute equipment temporarily. Any sums expended for such rental shall, upon demand, be reimbursed to the City promptly by the Contractor or deducted by the City from payments due or to become due the Contractor on the same or another transaction.

E. Deduction/Credit Sums due as a result of these remedies may be deducted or offset by the City from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the City the amount of such claim or portion of the claim still outstanding, on demand. The City reserves the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc., which arise from the administration of the Contract.

59. TOXIC SUBSTANCES Each Contractor furnishing a toxic substance as defined by Section 875 of the Labor Law, shall provide the City with not less than two copies of a material safety data sheet, which sheet shall include for each such substance the information outlined in Section 876 of the Labor Law.

Before any chemical product is used or applied on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the City.

60. INDEPENDENT CONTRACTOR The Contractor, in accordance with his status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, not claim to be, an officer or employee of the City by reason hereof, and that it will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to, Workmen's Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit. The Contractor shall not engage, on a full time or part-time or other basis during the period of the Contract, any professional or technical personnel

who are or have been at any time during the period of the Contract in the employ of the Federal Highway Administration or the Public Works organization of any State, County or City or City except regularly retired employees, without the consent of the public employer of such person.

61. COOPERATION WITH THIRD

PARTIES The Contractor shall be responsible for fully cooperating with any third-party, including but not limited to other Contractors or Subcontractors of the City, as necessary to ensure delivery of Product or coordination of performance of services.

62. ADDITIONAL WARRANTIES Where Contractor, product manufacturer or service provider generally offers additional or more advantageous warranties than set forth below, Contractor shall offer or pass through any such warranties to the City. Contractor hereby warrants and represents:

A. Product Performance Contractor warrants and represents that Products delivered pursuant to this Contract conform to the manufacturer's specifications, performance standards and documentation, and the documentation fully describes the proper procedure for using the Products.

B. Title and Ownership Warranty Contractor warrants, represents and conveys (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver perpetual license rights to any Products transferred to the City under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor fully indemnifies the City for any loss, damages or actions arising from a breach of said warranty without limitation.

C. Contractor Compliance Contractor represents and warrants to pay, at its sole expense, for all applicable permits, licenses, tariffs, tolls and fees to give all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during

the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the City that it meets or exceeds all requirements of the Bid/Contract and any applicable laws, including but not limited to, permits, insurance coverage, licensing, proof of coverage for worker's compensation and/or disability benefits, and shall provide such proof as required by the City. Failure to do so may constitute grounds for the City to cancel or suspend this Contract, in whole or in part, or to take any other action deemed necessary by the City.

D. Product Warranty Unless recycled or recovered materials are available in accordance with the "Recycled or Recovered Materials" clause, Product offered shall be standard new equipment, current model or most recent release of regular stock product with all parts regularly used with the type of equipment offered; and no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice.

Contractor further warrants and represents that components or deliverables specified and furnished by or through Contractor shall individually, and where specified and furnished as a system, be substantially uninterrupted or error-free in operation and guaranteed against faulty material and workmanship for the warranty period, or for a minimum of one (1) year from the date of acceptance, whichever is longer ("Project warranty period"). During the Project warranty period, defects in the materials or workmanship of components or deliverables specified and furnished by or through Contractor shall be repaired or replaced by Contractor at no cost or expense to the City. Contractor shall extend the Project warranty period for individual component(s), or for the Product as a whole, as applicable, by the cumulative period(s) of time, after notification, during which an individual component or the Product requires servicing or replacement (down time) or is in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees ("extended warranty").

Where Contractor, the Independent Software

Vendor "ISV," or other third party manufacturer markets any Project Deliverable delivered by or through Contractor with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Contractor from, Contractor's warranty obligations during the project warranty and extended warranty period(s). Where such standard commercial warranty covers all or some of the Project warranty or extended warranty period(s), Contractor shall be responsible for the coordination during the Project warranty or extended warranty period(s) with ISV or other third party manufacturer(s) for warranty repair or replacement of ISV or other third party manufacturer's Product.

Where Contractor, ISV or other third party manufacturer markets any Project Deliverable with a standard commercial warranty which goes beyond the Project warranty or extended warranty period(s), Contractor shall notify the City and pass through the manufacturer's standard commercial warranty to the City at no additional charge; provided, however, that Contractor shall not be responsible for coordinating services under the third-party extended warranty after expiration of the Project warranty and extended warranty period(s).

E. Replacement Parts Warranty If during the regular or extended warranty period's faults develop, the Contractor shall promptly repair or, upon demand, replace the defective unit or component part affected. All costs for labor and material and transportation incurred to repair or replace defective Product during the warranty period shall be borne solely by the Contractor, and the City shall in no event be liable or responsible therefor.

Any part of component replaced by the Contractor under the Contract warranty shall be replaced at no cost to the City and guaranteed for the greater of: (i) the warranty period under paragraph (D) above; or (ii) if a separate warranty for that part or component is generally offered by the manufacturer, the standard commercial warranty period offered by the

manufacturer for the individual part or component.

F. Virus Warranty The Contractor represents and warrants that Licensed Software contains no known viruses. Contractor is not responsible for viruses introduced at Licensee's site.

G. Date/Time Warranty Contractor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

This Date/Time Warranty shall survive beyond termination or expiration of this contract through: (i) ninety (90) days or (ii) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

H. Workmanship Warranty Contractor warrants that all components or deliverables specified and furnished by or through Contractor under the Project Definition/Work Order meet the completion criteria set forth in the Project Definition/Work Order and any subsequent statement(s) of work, and that services will be provided in a workmanlike manner in accordance with industry standards.

I. Survival of Warranties All warranties contained in this Contract shall survive the termination of this Contract.

63. LEGAL COMPLIANCE Contractor represents and warrants that it shall secure all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the

satisfaction of the Purchasing Agent that it meets or exceeds all requirements of the Bid and Contract and any applicable laws, including but not limited to, permits, licensing, and shall provide such proof as required by the Purchasing Agent. Failure to comply or failure to provide proof may constitute grounds for the Purchasing Agent to cancel or suspend the Contract, in whole or in part, or to take any other action deemed necessary by the Purchasing Agent. Contractor also agrees to disclose information and provide affirmations and certifications to comply with the New York State Finance Law.

64. COMPLIANCE WITH SECTIONS 139a AND 139b OF THE NEW YORK STATE FINANCE LAW

The Contractor hereby agrees to the provisions of Sections 139a and 139b of the New York State Finance Law which require that upon the refusal of a person, when called before a grand jury, head of a State department, temporary State commission or other State agency, or the organized crime task force in the Department of Law, head of a Municipal Department or other Municipal Agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation, concerning any transaction or Contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

A. Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any Contracts with the City or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal; and

B. Any and all Contracts made with the City or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or

corporation of which he is a member, partner, director or officer may be canceled or terminated by the City without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing, by the City for goods delivered or work done prior to the cancellation or termination shall be paid.

65. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the provisions of Section 220-E of the Labor Law, the Bidder agrees as follows:

A. The Contractor shall comply with all Federal, State and local statutory and constitutional anti-discrimination provisions.

B. That in the hiring of employees for the performance under this Contract or any sub-contract hereunder, no Contractor, sub-contractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color, national origin, sex, age, disability, marital status, or military status discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates under this Contract;

C. That the City may deduct from the amount payable to the Contractor under this Contract a penalty of up to fifty dollars (\$50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract; and

D. That this Contract may be cancelled or terminated by the City, and all monies due, or to become due, hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the Contract.

E. The Contract shall be void unless Section 222 of the Labor Law, Sections 291 through 299 of the Executive Law and the Civil Rights Law are complied with. The Contractor will also comply with all findings and requests of the State Division of Human Rights.

66. INSURANCE The Contractor agrees to procure and maintain (A) Workers Compensation Insurance as required by the Laws of the State of New York, or proof that

Contractor is not required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57 (2); (B) Disability benefits insurance or proof that the Contractor is not required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law 220 (2); (C) Commercial General Liability Insurance (with completed operations, plus X.C.U. when applicable) with a minimum combined single limit (bodily injury/property damage) of Two Million Dollars (\$2,000,000); and (d) Automobile Liability Insurance in the amount specified on the City of Long Beach Insurance Certificate.

Said policies identified in subparagraphs (C) and (D) shall contain assurance of the existence of contractual coverage defending, indemnifying, and holding harmless the City, and its employees, agents, and representatives from any and all loss and/or damage arising out of the performance of this Contract, and shall name the Indemnitees as additional insureds thereunder.

The Contractor's Additional Insurance shall be primary and fully exhausted in all circumstances prior to the City's own insurance being utilized. Said contractual coverage shall be absolute and not dependent upon any question of the negligence of the Contractor (and its employees, agents, and except, however, that the Contractor shall not be held liable for an occurrence that results solely from the negligence of the City).

The above insurance is to be with New York State admitted insurance carriers holding an "A" rating from AM Best Company or its equivalent. The Contractor is required to give the City thirty (30) days advance written notice of termination, expiration or cancellation of any insurance coverage required hereunder.

67. INDEMNIFICATION

A. To the fullest extent permitted by law, the Contractor:

- (i) shall be solely responsible for and shall

indemnify and hold harmless the: City and its officers, employees, agents and servants (the "Indemnified Parties") from and against any and all liabilities, all claims, suits, actions, damages and costs, expenses of every name and description (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or any of its officers, directors, employees, servants, agents or independent contractors taken pursuant to or authorized by the performance of this Contract ("Contractor Agents") or from any defective condition of the materials furnished it or supplied or contemplated to be furnished or supplied under this Contract regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same, except, however, that the Contractor shall not be held liable when an occurrence results solely from the negligence of the City;

- (ii) shall, upon the City's demand and at the City's direction, promptly and diligently defend, at the Contractor's sole own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith; and

- (iii) shall, and shall cause the Contractor Agents to, cooperate with the City in connection with the investigation, defense or prosecution of any action, suit or proceeding arising out of or in connection with this Contract.

(B) The obligations of the Contractor pursuant to Section 67(a) hereof shall not be limited by reason of enumeration of any insurance coverage provided under this Contract.

(C) Nothing in this Section 65 or elsewhere in this Contract shall create or give to third parties any claim or right of action against the City beyond that which legally exist regardless of the provisions of this Contract.

(D) The provisions of this Section shall survive the termination of this Contract.

68. EXECUTORY UNDERSTANDING

Notwithstanding any other provision of this procurement or the resulting Contract or Purchase Order, the City shall have no liability to any Person beyond funds appropriated or otherwise lawfully available for this Contract; and unless (A) all relevant and required City approvals have been obtained, including, if required, approval by the City Council, and (B) the Contract or Purchase Order has been executed by an authorized representative of the City of Long Beach.

Contract, for the payment of any amounts owed by such governmental entity or for any other matter associated with another governmental entity's use of the Contract. The Bidder and any governmental entity using the Contract shall hold the City of Long Beach, its officers, directors, employees, contractors and agents harmless from any liability that may be or is imposed by the failure of the Bidder or such governmental entity to perform in accordance with its obligations, covenants and terms and conditions of the Contract.

69. PARTICIPATION BY POLITICAL SUBDIVISIONS

Under New York General Municipal Law Section 103(16), any contract awarded under this bid (hereinafter, the "Contract") shall be made available to all other governmental entities in New York State. It is understood that the extension of the Contract to such other governmental entities is at the discretion of the Bidder and that the Bidder is not bound, by virtue of such contract, to any contract or agreement other than the Contract. All purchases and/or other orders made by another governmental entity will be placed by and be the responsibility of such governmental entity. Such governmental entity shall be billed by and make payment to the Bidder directly, with no involvement of the City of Long Beach. The Bidder and any governmental entity using the Contract understands and agrees that sole responsibility with regard to the performance of any work for another governmental entity and all terms and conditions of the Contract (including, but not limited to, payment), shall be assumed by the Bidder and such governmental entity and not by the City of Long Beach. In the event of a breach in the performance of any such work and any and all terms and conditions of the Contract (including, but not limited to, payment), by the Bidder or such governmental entity, the City of Long Beach specifically and expressly disclaims any liability for such breach. The Bidder and any governmental entity utilizing the contract guarantees to the City of Long Beach that the Bidder shall not hold the City of Long Beach liable for any breach by another governmental entity in the performance of any provision of the

Bid Name: Water & Sewer Testing
Bid Number: CLB097-2025
Due Date: February 6, 2025

PROPOSAL FORM

Annexed hereto and made a part hereof as Schedule 'A', is a description of the product, service, and/or work sought by the City by this solicitation. As required by the Bid Documents, the Bid or Proposal may be subject to modification through the solicitation by the City of best and final offers during the evaluation process prior to recommendation for award of the Contract.

SCHEDULE A

BID PROPOSAL FORM

Bidder's Name, Address, Phone Number and Contact Person

Item Number	Description	Unit	Unit Price	Total Price
<i>For Water Treatment Plant</i>				
1A)	IOC (to include Perchlorate, Nitrate and Nitrites)	10	\$ _____	\$ _____
	POC	34	\$ _____	\$ _____
	Microbiological	600	\$ _____	\$ _____
	SOC & Pesticides	8	\$ _____	\$ _____
	Iron & Manganese	120	\$ _____	\$ _____
	Total Trihalomethanes (TTHM)	1	\$ _____	\$ _____
	Five Haloacetic Acid (HAA5)	1	\$ _____	\$ _____
	Beryllium	80	\$ _____	\$ _____
	Chloride	80	\$ _____	\$ _____
	1,4 Dioxane/ PFOA/ PFAS	7	\$ _____	\$ _____
	EPA method 515.3 for Picloram Monitoring	2	\$ _____	\$ _____
	Lead and Copper testing	150	\$ _____	\$ _____
	EPA Method 533	2		

	EPA Method 537.1	2		
	EPA Method 200.7	2		
<i>For Water Pollution Control Plant</i>				
2A)	<u>Bacteria Analysis:</u> 1) Total Coliform 2 times per week 2) Fecal Coliform 2times per week	104/year 104/year	\$ _____ \$ _____	\$ _____ \$ _____
2B)	<u>Chemical Analysis:</u> 1) Influent Suspended 2) Effluent Suspended 3) Influent BOD (Biological Oxygen Demand) 4) Effluent BOD (Biological Oxygen Demand) 5) Influent Ammonia 6) Effluent Ammonia	104/year 104/year 104/year 104/year 104/year 104/year	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
2C)	<u>Chemical Analysis:</u> a) Primary Digester Alkalinity (mgl) b) Primary Digester Volatile Acids (mgl) c) Secondary Digester Volatile Solids (mgl) d) Secondary Digester % Solids e) Sludge to Press % Solids only when dewatering f) Sludge Cake to Off Press % Solids only when dewatering	1/week 1/week 12/year 12/year 1/week 1/week	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
2D)	<u>Nitrogen Series</u>	4/year	\$ _____	\$ _____
2E)	<u>Purgeable Organic Compound Tests</u> Methylene Chloride Toluene Chloroform	4/year 4/year 4/year	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____

2F)	<u>TCLP Metals Test</u> Dewatered Sludge Grab Sample	3/year	\$ _____	\$ _____
2G)	<u>Total TCLP Test</u> Dewatered Sludge Grab Sample	1/year	\$ _____	\$ _____
2H)	<u>Bacteria Analysis</u> a) Total Coliform – twice day for 7 days; two times per year = 28 times per year b) Fecal Coliform– twice day for 7 days; two times per year = 28 times per year c) Total Coliform – twelve times a day for 1 day, two times per year = 24 times per year d) Fecal Coliform– twelve times a day for 1 day, two times per year = 24 times per year		\$ _____ \$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____ \$ _____
Grand Total				\$ _____

SAMPLE AGREEMENT

PLEASE TAKE NOTICE: Any successful Bidder(s) to whom a Contract has been **awarded** by the City of Long Beach **will be required** to execute the following Contract (Agreement) *within ten (10) working days from the date of Award notification*. A Bidder/Proposer **SHALL NOT** execute this Agreement *prior to an award being made by the City (i.e. at the time of Bid/Proposal submission)*.

AGREEMENT

THIS AGREEMENT, made on the _____ day of _____, 20__ by and between the City of Long Beach, 1 West Chester Street, Long Beach, New York 11561, herein called the OWNER, and _____, having its principal offices at _____, hereinafter called the BIDDER/CONTRACTOR, is for all Product(s)/Services required for the _____ [Bid Title], CLB-_____ [Bid Number] described hereinafter called the Product/Service.

NOW, THEREFORE, THE OWNER and CONTRACTOR for the consideration hereinafter set forth, agree as follows:

THE CONTRACTOR AGREES to supply and/or perform and complete in a workmanlike manner all Products, Services and/or Public Work required herein, in strict compliance with the Bid Documents, which are hereby made a part of this Agreement.

Work under this Agreement shall commence upon written Notice to Proceed and shall terminated expire upon payment of the amount(s) as heretofore stated in the bid/proposal, following delivery of the Product, completion of the Services, and/or performance of the work as heretofore stated in this Proposal satisfactory to the Town within the Contract time as heretofore stated in the Proposal.

THE OWNER AGREES to pay, and the Contractor agrees to accept, in full payment for the performance of this Contract, the Contract amount as heretofore stated in this Proposal, as finally adjusted, if necessary, in accordance with the provisions of the Contract Documents.

IN WITNESS WHEREOF the parties have duly executed this Agreement in duplicate originals the date and year first above written.

CITY OF LONG BEACH

Acting City Manager,
City of Long Beach

[_____] **INSERT NAME OF BIDDER/CONTRACTOR**

Signature:

_____ (L.S.)
Contractor

By : _____ (L.S.) (Corporate Seal)
Name:
Title:

• MANDATORY ACKNOWLEDGEMENT FOLLOWS ON NEXT PAGE •

APPROVED AS TO FORM:

Corporation Counsel

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this _____ day of _____, 20____, before me personally came **Daniel Creighton**, in his capacity as City Manager of the City of Long Beach, to me known and known by me to be the individual described in, and who executed the foregoing instrument and acknowledged to me that he executed the same by order of the City Council of the City of Long Beach.

Notary Public

----- Acknowledgement of Individual -----

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On the _____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

----- Acknowledgement of Partnership/Corporation -----

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this _____ day of _____, 20____, before me personally came _____, and that he is the _____ of the Partnership/Corporation described in and which executed the foregoing instrument; that he knows the seal of said Corporation; that the seal affixed to said instrument is such Corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

Notary Public

BIDDER'S QUALIFICATION STATEMENT

Instructions:

The Bidder's Qualifications Statements Consists of the Following Documents:

1. Statement of Understanding;
2. Disclosure Form;
3. Noncollusive Bidding Certification;
4. Certification of Insurance (*to be completed by an authorized insurance agent*);
5. Acknowledgement of Receipt of Addenda Form; and

Please complete **ALL FIVE** forms and submit with the Bid/Proposal.

THE CITY RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT FAILS TO INCLUDE COMPLETE AND ACCURATE ORIGINALS OF ALL SIX (6) FORMS INCLUDING ALL APPROPRIATE ACKNOWLEDGEMENT(S) AND BEARING THE SIGNATURE OF A NOTARY PUBLIC

STATEMENT OF UNDERSTANDING

By signing in the space provided below, the undersigned certifies, under penalty of perjury, as follows:

1. I am duly authorized to submit this Bid/Proposal on behalf of the below listed sole proprietorship/company/partnership/corporation.
2. That he/she has read and understands all terms and conditions pursuant to this bid, including but not limited to the Bid Documents, Bid Specifications, General Conditions, and bid prices hereto.
3. That he/she will furnish any and all items upon which prices are bid at the price set forth for each item bid with a **CASH DISCOUNT OF** _____ **%, IF ANY.**
4. That he/she has the capacity to and will abide by all terms and conditions pursuant to this bid, including but not limited to the Bid Documents, Bid Specifications, General Conditions, and bid prices hereto.
5. That he/she agrees to accept payment in accordance with the requirements of the Bid Documents, Bid Specifications, General Conditions, and bid prices hereto; and
6. That **DELIVERY** to the destination stated in the Bid Documents will be made within 30 days after receipt of the order.
7. That he/she will, if his/her Bid/Proposal is accepted, enter into a Contract with the City of Long Beach pursuant to the terms and conditions set forth in the Bid Documents, Bid Specifications, General Conditions, and bid prices hereto.
8. That he/she certified that his/her sole proprietorship/company/partnership/corporation will carry all types of insurance specified in the contract.
9. Is the response that you are providing compliant with the instructions set forth in this solicitation for bids?

☐ Yes ☐ No

The undersigned further stipulates that the information in this Proposal is, to the best of its knowledge, true and accurate.

Signature

Name of Bidder

Sworn to and subscribed on
this _____ ay of _____, 20__

Title of Person Signing

(Notary Public)

DISCLOSURE FORM

The signatory to this questionnaire certifies under oath the truth and correctness of all statements and of all answers to interrogatories hereinafter made.

1. **Adverse Equal Opportunity Determinations:** Identify all adverse determinations against your Company/Corporation/Partnership, or its employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints concerning violations of federal, state or municipal equal opportunity laws or regulations.
2. **Convictions and Unscrupulous Practice:** Has your Company/Corporation/Partnership, or any of its employees present or past, or anyone acting on its behalf, ever been cited for unscrupulous practice, or been convicted of any crime or offense arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business, or has any of your Company/Corporation/Partnership's officers, director or persons exercising substantial policy discretion ever been convicted of any crime or offense involving business/financial misconduct or fraud? If so, describe the convictions and surrounding circumstances in detail.
3. **Pending or Threatened Actions/Suits:** Describe any past or present action, suit, proceeding or investigation pending or threatened against your Company/Corporation/Partnership including, without limitation, any proceeding known to be contemplated by government authorities, private parties, or current or former clients.
4. **Criminal Misconduct:** Has your Company/Corporation/Partnership, or any of its employees, or anyone acting on its behalf, been indicted or otherwise charged in connection with any criminal matter arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business which is still pending, or has any of the Company/Corporation/Partnership's officers, directors or persons exercising substantial policy discretion been indicted or otherwise charged in connection with any criminal matter involving business or financial misconduct or fraud which is still pending? If so, describe the indictments or charges and surrounding circumstances in detail.
5. **Survey Forgery (If applicable):** Has your Company/Corporation/Partnership, or any of its employees present or past, or anyone acting on its behalf, ever signed and sealed surveys for which your Company/Corporation/Partnership has not actively participated in the production thereof; or been investigated by the New York State Department of State for such activity? If so, describe the

circumstances in detail.

6. **Conflicts of Interest:** Disclose any of the following, and describe any procures your Company/Corporation/Partnership has, or would adopt, to assure the City that a conflict of interest would not exist in the future:
- a. Any material financial relationships that your Company/Corporation/Partnership or any Company/Corporation/Partnership employee has that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the City.
 - b. Any family relationship that any employee of your Company/Corporation/Partnership has with a member, employee, or official of the City or that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the City.
 - c. Any other matter that your Company/Corporation/Partnership believes may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the City.
7. **Financial Disclosure:** Submit with this Disclosure Statement Form, any one of the following three items:
- a. a financial statement, prepared on an accrual basis, in a form which clearly indicates: Bidder's (1) assets, liabilities and net worth; (2) date of financial statement; and (3) name or firm preparing statement.
 - b. a letter of credit reference from a recognized bank or financial institution; or
 - c. a certified copy of a credit report from a recognized credit bureau, such as Dun and Bradstreet or TRW.

THE CITY RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT FAILS TO INCLUDE COMPLETE DISCLOSURE STATEMENT FORM.

Dated at _____, this _____ day of _____, 20_____.

(Signature, if individual)

By: _____
(Signature)

(Seal, if corporation)

Print Name: _____
(Legal Business Name of Company/Partnership/Corporation)

Print Title: _____

CITY OF LONG BEACH • PURCHASING DEPARTMENT
1 WEST CHESTER STREET • LONG BEACH, NY 11561 • (516) 431-1006 (P) • (516) 431-1839 (F)
PURCHASING@LONGBEACHNY.GOV • WWW.LONGBEACHNY.GOV

-----**(Affidavit for Individual)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is an authorized representative of the Bidder/Proposer; b) he/she has read all statements and answers to this **DISCLOSURE STATEMENT FORM**, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) the attached letter of credit/certified copy of credit report or financial statement, taken from his/her books, is a true and accurate statement of his/her financial condition as of the date thereof; and d) all of the foregoing qualification information is true, complete and accurate.

-----**(Affidavit for Partnership)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is a member of the partnership of _____; b) he/she has read all statements and answers to this **DISCLOSURE STATEMENT FORM**, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) he/she is familiar with the books of said partnership showing its financial condition; d) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said partnership, is a true and accurate statement of his/her financial condition of the partnership as of the date thereof; and 3) all of the foregoing qualification information is true, complete and accurate.

-----**(Affidavit for Corporation)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is a _____ of _____ (Full Legal Name of Corporation); b) he/she has read all statements and answers to this **DISCLOSURE STATEMENT FORM**, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) he/she is familiar with the books of said corporation showing its financial condition; d) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said corporation, is a true and accurate statement of his/her financial condition of the corporation as of the date thereof; and 3) all of the foregoing qualification information is true, complete and accurate.

-----**(Acknowledgement)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that he/she is _____ of _____ (Name of Bidder), that he/she is duly authorized to make the foregoing affidavit and the he/she makes it on behalf of () him/herself; () said partnership; () said corporation.

Sworn to before me this _____ day of _____, 20____, in the County of _____, State of _____.

(Notary Public) My Director expires: _____

NONCOLLUSIVE BIDDING CERTIFICATION

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

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

I, hereby certify under the penalty of perjury, that the foregoing statement is true.

By: _____
Bidder's Signature

Date

Print Name

Title

Legal Name of Individual or Business Name
Of Company/Partnership/Corporation

Bidder's Federal Tax Identification #
(Do Not Use SS #)

Address

Email Address

[MANDATORY ACKNOWLEDGEMENT APPEARS ON FOLLOWING PAGE]

STATE OF _____)
) ss.:
 COUNTY OF _____)

(Notary Public)

My commission expires: _____

STATE OF _____)
)
) ss.:
 COUNTY OF _____)

(Notary Public)

My commission expires: _____

STATE OF _____)
)
) SS.:
 COUNTY OF _____)

(Notary Public)

My commission expires: _____

INSURANCE CERTIFICATION

TO BE COMPLETED BY AN AUTHORIZED INSURANCE AGENT

INSTRUCTIONS:

Please complete this Insurance Certification and attach copies of proof of insurance as follows:

1. **Commercial General Liability/Automobile Liability:** ACCORD-25 FORM.
2. **Worker's Compensation:** Certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Worker's Compensation Law §57(2) evidencing proof of workers' compensation insurance *or* proof of Bidder not being required to secure same.
3. **Disability Benefits Insurance:** Certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law §220 evidencing proof of disability benefits insurance *or* proof of Bidder not being required to secure same.

This form and all supporting documentation must be submitted with this Bid/Proposal even if said information is on-file with the City of Long Beach in connection with another bid, project or contract.

(Name and Address of Bidder)

Name of Bid: _____ Bid Number: _____

1. Commercial General Liability with completed operations (plus X.C.U. when applicable), to which the City of Long Beach has been added as additional insured, and Automobile Liability: \$2,000,000.00 Combined single limit (bodily and personal injury/property damage).

Insurance Carrier (Commercial General Liability):

Policy Number(s):

-
2. Worker's Compensation:

Insurance Carrier: _____ Policy Number(s): _____

3. The above is effective with New York State admitted insurance companies, and is A rated or equivalent to A rated.
4. Policy cancellation or non-renewal shall be effective only upon thirty (30) days prior notice by certified mail to:

City of Long Beach, Office of Corporation Counsel, 1 West Chester Street, Long Beach, NY 11561

Authorized Insurance Agent's Signature and Title:

Name, Insurance, Affiliation and Address:

Dated: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

The bidder hereby acknowledges that he/she has received and that he/she has considered in the preparation of his/her bids, all requirements in the following Addenda to this Bid/Proposal/Contract:

Note: This acknowledgement shall be signed by the person executing the Statement of Understanding. Insert additional pages, as necessary.

ADDENDUM NUMBER	DATE OF ADDENDUM	ACKNOWLEDGEMENT

☐ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID/PROPOSAL.**

ACKNOWLEDGEMENT: _____

IMPORTANT NOTICE:

THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL BIDDERS. IF NO ADDENDA ARE RECEIVED, CHECK THE “NO ADDENDUM” BOX ABOVE AND SIGN THE ACKNOWLEDGEMENT.

THE CITY RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT FAILS TO INCLUDE THIS ACKNOWLEDGEMENT OR RECEIPT OF ADDENDA FORM

