

**AGENDA**  
**REGULAR MEETING ON DECEMBER 19, 2024**  
**3:00 P.M. AT OAKDALE, NEW YORK**

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EXECUTIVE SESSION

MINUTES FOR APPROVAL

1. Regular Meeting – November 20, 2024

CONTRACTS- AWARD/ REJECT

2a. **Contract 8080-** furnish and deliver electrical conduit, fitting and associated electrical items during a one-year period beginning March 1, 2025

2b. **Contract 8081-** supply coconut shell based granular activated carbon (GAC Media) and related services- Zone A during a one-year period beginning March 1, 2025

2c. **Contract 8082-** furnish and deliver stainless steel tapping sleeves (items 1-29,31-35) during a one-year period beginning March 1, 2025

2d. **Contract 8084-** boiler removal and installation located at the Hauppauge Laboratory

2e. **Contract 8087-**excavating and backfilling construction holes during a one-year period beginning May 1, 2025

2f. **Contract 8088-** furnish and deliver cement lined iron pipe (push-on and flanged) and PVC pipe (groups III & IV) during a one-year period beginning April 1, 2025

EQUIPMENT-

**3a. Purchase of Fume Hood and Cabinets**

The Facilities Department seeks approval to purchase a fume hood and cabinets for use in the Laboratory, from Fisher Scientific, Hanover Park, IL in the total amount of \$14,492.55

**3b. Steps for the Generator Enclosures**

The Engineering Department seeks approval to purchase 15 aluminum generator steps, from Sims Steel Corp, Lindenhurst, NY in the total amount of \$11,220

**3c. Survey Equipment Procurement**

The Engineering Department seeks approval to purchase a new robotic total station and survey grade GPS base station, from Transit and Level Clinic, Cary, NC in the total amount of \$39,795.30

**3d. Transportation Fiscal Year 2025 Blanket Purchase Orders-Amendment**

The Transportation Department seeks approval to issue an amendment to the Fiscal Year 2025 Blanket purchase order, the requested authorization is for \$400,000 to new vendor, Sprague for Diesel Fuel under NYS Contract

**3e. VEGA Radar Sensor**

The Engineering Department seeks approval to purchase 12 VEGA Radar sensors from VEGA Radar Sensor, Mason, OH in the total amount of \$8,501.28

**3f. SAP License and Support Maintenance Agreement**

Renew license and support maintenance agreement with SAP for a one-year period beginning January 1, 2025, in the total amount of \$473,003.56

**3g. Thermo Electron Preventative Maintenance Services for Two IC Systems**

Enter into preventive service agreement for 2 IC systems for the Laboratory from March 1, 2025- February 28, 2026, in the total amount of \$21,404

**3h. Confirm Award-Salt Spreader**

Confirm award by CEO to furnish and install a salt spreader on Authority vehicle to lowest bidder, Trius Inc, in the total amount of \$11,562

**3i. RFQ - Audit Software**

Furnish and install cloud-based audit management software that integrates with SAP, from Workiva/ Vantage Point, Lake Success, NY, at a one-time purchase cost of \$59,526

**3j. Annual Nitrate Probe Maintenance Agreement**

Enter into service agreement with HACH Corporation of Lindberg, CO for the nitrate probes during the period of March 1, 2025- February 28, 2026, in the total amount of \$23,247.02

**3k. Transportation, Purchase of One (1) 2026 Mack MD Flatbed Truck with Crane**

The Transportation Department seeks to purchase one (1) 2026 Mack MD Flatbed Truck with Crane, for the use by the Production Control Department, from Gabrielli Truck Sale Ltd, Medford, NY in the total amount of \$248,180.01

**3l. ITRON Master Sales Agreement-executed 5/17/17**

Agreement to cover maintenance, repair, 24-hour customer support, preventive maintenance, technical support, software releases and replacement of batteries, hand straps and antennas, from ITRON Master Sales, Liberty Lake, WA in the total amount of \$108,069.23

**FINANCE (BUDGET)-****4a. Budget Amendment #6- F/Y/E May 31, 2025**

Budget increase request for Construction Maintenance, increase to item 196 (Grant Projects) in the amount of \$5,500,000, this will increase the capital budget of \$105.8 million to \$111.3 million

**4b. Budget Amendment #7- F/Y/E May 31, 2025**

Budget increase request for Construction Maintenance, increase to item 031 (Construction Contracts-Tapping) in the amount of \$200,000 and increase to item 035 (Developer Contracts) in the amount of \$500,000, this will increase the capital budget of \$111.3 million to \$112.0 million

**PERSONNEL-****5a. Renewal of Flexible Spending Account (FSA & DCA) with Ameriflex**

Renew FSA program with Ameriflex of Mount Laurel, NJ, for a one-year period beginning January 1, 2025; approximate annual cost of \$4,000

**5b. Revising Policy 105-Vacation**

The revised policy will be effective January 1, 2025, employees may not request to carry over excess vacation time if the employee doesn't exercise the maximum vacation buyback

**5c. Revising 413- Motor Vehicle Accident/ Incident Discipline Policy**

The revised policy will be effective January 1, 2025, employees are responsible for their own actions and are expected to adhere to company safety and defensive driving programs and trainings throughout the course of their employment; decreases the amount of time between disciplinary steps

**5d. NYSHIP/ Empire Plan Renewal for 2025 Plan Year**

Renew the New York State Health Insurance Program at the stated monthly premium changes for the 2025 plan year: the aggregate increase in the plan premiums is .8% effective January 1, 2025

**5e. Amend Policy 909 for Selecting Vendors of Non-Construction Purchasing & Professional Services Contracts & For Delegation of Implementation Authority**

Amendment to titles in relation to authority to issue purchase orders

CONFERENCES AND TRAINING-

**6a. American Water Works Association (AWWA) Webinar Bundle 2025**

Purchase the webinar bundle for 2025 from American Water Works Association (AWWA) which consists of 22 educational webcasts throughout the year at a cost \$2,900

SPECIAL SERVICES-

**7a. RFP 1612-Radiological Analysis of Drinking Water Samples**

Radiological analysis of drinking water samples; January 1, 2025- December 31, 2025- extend with GEL Laboratories, LLC, Charleston, SC in the estimated total amount of \$51,840

**7b. RFP 1621- Screening, Locating, and Marketing of Underground Facilities**

Screening, locating, and marking of underground facilities; May 1, 2025- April 30, 2026- extend with One Call Concepts Locating Services, Inc., Hanover, MD in the estimated total amount of \$861,375

**7c. Structural Monitoring Services at Coram Complex**

Enter into agreement with LiRo Engineers, Inc of Mineola, NY to provide bi-weekly monitoring inspections at all five buildings in Coram complex, in the amount of \$2,200 per bi-weekly visit or \$57,770 annually

**7d. RFP-1635-Coram Building 5 Roof Replacement Design Study**

Accept proposal and enter into agreement with LiRo Engineers, Inc of Mineola, NY to complete design study for roof replacement on building 5 in Coram, in the total amount of \$54,400

**7e. RFP-1638-Financial Auditing Services**

The Finance and Auditing evaluation committee recommends awarding RFP-1638- Audit Committee approved, Financial Auditing Services to KPMG LLP, Melville, NY, during the period of January 1, 2025- October 31, 2027, in the total amount of \$1,167,000 over a 5-year period

PROPERTY-OUTSIDE USE OF

**8a. Approval Request for USGS Well Drilling Proposal**

Approve request from the U.S. Geological Survey (USGS) and extend into an agreement, in collaboration with NYS Department of Environmental Conservation (NYSDEC), to drill deep wells on SCWA properties as part of the LI Groundwater Sustainability Project; to be reviewed by legal department



**INVOICES- To be paid from the Operating Fund:**

Bond, Schoeneck & King	\$3,245.50
Corrtech Inc	\$73,648.00
Dvirka & Bartilucci	\$22,555.25
Milber Markis Plousadis & Seiden, LLP	\$975.00
Sobel Pevzner, LLC	\$3854.00

**NEXT MEETING-** Scheduled for January 23<sup>rd</sup>, at 3:00 p.m. at Oakdale

**2025 Tentative Board Meeting Schedule**

January 23, 2025  
 February 20, 2025  
 March 20, 2025  
 April 24, 2025  
 May 22, 2025  
 June 26, 2025  
 July 24, 2025  
 August 21, 2025  
 September 25, 2025  
 October 23, 2025  
 November 20, 2025  
 December 18, 2025

**NEW BUSINESS & PUBLIC COMMENT**

## **Regular Board Meeting**

Suffolk County Water Authority  
November 20, 2024, at 3:00 p.m.  
4060 Sunrise Highway, Oakdale and Virtually via Zoom

### Attendance

#### Present:

Members: Charles Lefkowitz, Chairman  
Tim Bishop, Secretary  
Elizabeth Mercado, Member  
John M. Porchia III, Member  
John Rose, Member

Jeffrey W. Szabo, Chief Executive Officer

The meeting was attended by Counsels A. Bass, B. Malik and J. Milazzo; and was also attended by Blevins, Bova, Brady, Cantore, Coppola, Donnelly, Doscher, Dubois, Deubel, Finello, Fuller, Galante, Given, Huber, Jacobson, Kilcommons, Kleinman, Lehning, McDowell, Meyerdierks, Niebling, O'Connell, Pell, Pokorny, Rae, Riegger, Schneider, Seevers, Thompson, Turcios, Wahl, and Warner; and Mmes. Berberich, Berroa, Cameron, Hannan, Kucera, Mancuso, Naccarato, Pell, Pfeuffer, Simson, Spaulding, and Stewart.

Jeffrey Szabo, Chief Executive Officer called the meeting to order at 3:01 p.m. upon all Members of the Board being present. He addressed the letter that SCWA sent to former Congressman Lee Zeldin; in part, the SCWA congratulates former Congressman Lee Zeldin on his appointment as Administrator of the Environmental Protection Agency and commends his past efforts in securing funding for clean water access on Long Island. The Authority offers to meet and collaborate on addressing drinking water challenges, particularly those related to emerging contaminants, and express support for his leadership in safeguarding public water supplies. Mr. Szabo also addressed another letter sent to Legislator Lennon; this letter announces SCWA receiving a \$21.5 million grant from the NYS Environmental Facilities Corporation for critical water infrastructure projects, including PFAS and 1,4- dioxane treatment systems. This funding will help maintain affordable water rates and benefit resident in Legislator Lennon's district, specifically in Coram and Mount Siani. He also updated the Board Members on the Strategic Plan for 2025.

Charles Lefkowitz, Chairman thanked SCWA for their dedication during the fireline break at Ward Melville Heritage Organization as he received a letter of thanks.

Mr. Szabo asked if there was anyone present or participating virtually who wished to provide public comment. No one wished to speak to the board at this time.

Mr. Lefkowitz presented the minutes of the regular board meeting on October 17, 2024, and on motion made by Ms. Mercado, duly seconded by Mr. Porchia, and unanimously carried, it was

(399-11-2024) RESOLVED, To approve the minutes of the regular board meeting held on October 17, 2024,

Mr. Szabo presented the contracts to be considered for extension. After brief explanation on a few items and contract leveling for the future; on motion made by Mr. Rose, duly seconded by Mr. Porchia, and unanimously carried, the following contracts were approved on consent:

(400-11-2024) RESOLVED, To extend for the period beginning April 1, 2025 through March 31, 2026, Contract 7929A to furnish and deliver gate valves & butterfly valves (line items, 1,2,3,4,5 and 9) with T. Mina Supply Inc., Medford, NY.

RESOLVED, To extend for the period beginning April 1, 2025, through March 31, 2026, Contract 7937 for maintenance of roofs and gutter systems at various SCWA sites with Statewide Roofing, Inc, Ronkonkoma, NY.

RESOLVED, To extend for the period beginning May 1, 2025, through April 30, 2026, Contract 7956 for maintenance and installation of overhead garage- type doors roll-up doors with Superior Overhead Door Inc., Selden, NY.

RESOLVED, To extend for the period beginning May 1, 2025, through January 31, 2026, Contract 8020B for SCADA antenna maintenance at various SCWA locations with NW Management Inc., Freeport, NY.

RESVOLVED, To extend for the period beginning April 1, 2025- March 31, 2026, Contract 8014A to furnish and deliver cement lined ductile iron pipe (push-on and flanged), Group I with Ferguson Waterworks, Medford, NY.

RESOLVED, To extend for the period beginning May 1, 2025- April 30, 2026, Contract 8016A for installation by direction drill technology-water mains and services (Items 1A-5J, 10-12) with Bancker Construction Corp., Islandia, NY.

RESOLVED, To extend for the period beginning May 1, 2025- April 30, 2026, Contract 8022 to furnish and deliver dewatering pumps associated parts with Barish Pump Company, Farmingdale, NY.

RESOLVED, To extend for the period beginning May 1, 2025- April 30, 2026, Contract 8023, environmental services for SCWA owned properties with AARCO Environmental Services Group, Lindenhurst, NY.

RESOLVED, To extend for the period beginning May 1, 2025- April 30, 2026, Contract 8029B to furnish and deliver ductile iron pressure fittings-groups (III, IV, IX, XI, XII, XV, XVII) with Ferguson Waterworks, Medford, NY.

RESOLVED, To extend for the period beginning May 1, 2025- April 30, 2026, Contract 8029C to furnish and deliver ductile iron pressure fittings-group VIII with Core & Main LP, Bronx, NY.

The CEO then referred to several contracts and recommended that they be awarded or rejected in accordance with the letters of recommendation. On motion made by Mr. Porchia, duly seconded by Ms. Mercado, and unanimously carried, it was

(401-11-2024) RESOLVED, That the low bid for Projects I, II and III under Contract 8051 for a Water System Expansion including general construction of new water mains and appurtenances by directional boring technology and installation of new water service taps and meter assemblies, in Manorville and Calverton, NY submitted by Asplundh Construction, LLC, Yaphank, NY on a unit price basis as stipulated in the bidder's proposal and calculated on estimated quantities indicated in the contract documents, at a total cost of Four Million Two Hundred Ninety-Eight Thousand, Seven Hundred Twenty-Five 60/100 Dollars (\$4,298,725.60) be and hereby is accepted; and that any Member and/or the Chief Executive Officer be and hereby is authorized to execute this contract on behalf of the Authority.

On motion made by Mr. Porchia, duly seconded by Ms. Mercado, and unanimously carried, it was

(402-11-2024) RESOLVED, That the low bid under Contract 8074 for construction of a 20" X 10"-Diameter Well (No.3A) approximately 600 feet deep, to be located at Lawrence Road Well Field, Kings Park, Town of Smithtown, NY, submitted by Steffen Drilling, Mullica Hill, NJ on a unit price basis as stipulated in the bidder's proposal and calculated on estimated quantities indicated in the contract documents, at an estimated total cost of Seven Hundred Nineteen Thousand and One Hundred Dollars (\$719,100) be and hereby is accepted; and that any Member and/or the Chief Executive Officer be and hereby is authorized to execute this contract on behalf of the Authority.

On motion made by Mr. Bishop, duly seconded by Mr. Rose, and unanimously carried, it was

(403-11-2024) RESOLVED, That the low bidder for Group I under Contract 8075 for general construction of water mains, large services and appurtenances, during the one-year period beginning February 1, 2025 submitted by Roadwork Construction Corp., Calverton, NY, on a unit-price basis as stipulated in the bidder's proposal and calculated on estimated quantities indicated in the contract documents, at an estimated total cost of Fourteen Million Nine Hundred and Twelve Thousand Two Hundred and Eighty-Three Dollars (\$14,912,283), be and hereby is accepted; and be it

FURTHER RESOLVED, That the low bid for Group II under Contract 8075 submitted by Bancker Construction Corp., Islip, NY, on the same basis and totaling Twenty-Two Million Two Hundred Twenty-Eight Thousand Seven Hundred and Twenty-Eight 60/100 Dollars (\$22,228,728.60) be and hereby is accepted; and that any Member and/ or the Chief Executive Officer be and hereby is authorized to execute these contracts on behalf of the Authority.

November 20, 2024

On motion made by Mr. Bishop, duly seconded by Mr. Rose, and unanimously carried, it was

(404-11-2024) RESOLVED, To confirm the award by Chief Executive Officer of Groups I and II under Contract 8076 for the installation of new private water service lines and service taps in Brookhaven, to Asplundh Construction, LLC, Yaphank, NY, on a unit-price basis as stipulated in the bidder's proposal and calculated on estimated quantities indicated in the contract documents, at an estimated total cost of Thirty-Two Thousand Six Hundred Dollars for Group I and Ten Thousand Four Hundred and Sixteen Dollars for Group II; and that any Member and/ or the Chief Executive Officer be and hereby is authorized to execute this contract on behalf of the Authority.

On motion made by Mr. Porchia, duly seconded by Ms. Mercado and unanimously carried, it was

(405-11-2024) FURTHER RESOLVED, To confirm the action of the Chief Executive Officer to rescind the award of Contract 8039 for construction of well head enclosure buildings with precast concrete walls and wood frame roofs on existing, during the period of December 1, 2024- November 30, 2025 to D.F. Eastwood Construction Corp, d/b/a All Island Fence & Railing, Islandia, NY and to award to LoDuca Associates Inc., Blue Point, NY, at a total cost of One Million One Hundred Forty-Two, and Thirty Dollars (\$1,142,030); and that any Member and/ or the Chief Executive Officer be and hereby is authorized to execute this contract on behalf of the Authority.

The Members reviewed several requests for equipment. After explanation of each, on motion made by Ms. Mercado, duly seconded by Mr. Bishop, and unanimously carried it was

(406-11-2024) RESOLVED, To accept the lowest quote and authorize the approval to purchase forty-five

(45) Little Giant utility ladders and extensions, from Fastenal, Bellport, NY in the total amount of Sixteen Thousand One Hundred Sixty-Nine and 85/100 Dollars (\$16,169.85).

On motion made by Mr. Bishop, duly seconded by Mr. Rose, and unanimously carried, it was

(407-11-2024) RESOLVED, To accept the lowest quote and authorize approval to purchase various sized Patriot blades, for the use by the Construction Maintenance Department, from Patriot Diamond Inc., Fort Lauderdale, FL in the total amount of Twenty Six Thousand Seven Hundred Dollars (\$26,700).

On motion made by Mr. Porchia, duly seconded by Ms. Mercado, and unanimously carried, it was

(408-11-2024) RESOLVED, To authorize CEO to award RFQ for the purchase of a new salt spreader to be utilized with a rental dump truck and/ or other SCWA dump trucks, for the winter once quotes are received and analyzed.

On motion made by Ms. Mercado, duly seconded by Mr. Bishop and unanimously carried, it was

(409-11-2024) RESOLVED, To authorize the approval for installation, termination, and testing of data cables at Coram Building 1 by NCD Communications Inc., Islandia, NY, in the total amount of Thirty-Three Thousand Three Hundred Three and 35/100 Dollars (\$33,303.35).

On motion made by Mr. Bishop, duly seconded by Mr. Rose, and unanimously carried, it was

(410-11-2024) RESOLVED, To authorize entering into a five (5) year agreement for Time Management SaaS Solution Hardware Maintenance Services, from Time Clock Plus, LLC, Aurora, OH, in the total annual amount of Thirty Seven Three Hundred Forty- Four and 91/100 Dollars (\$37,344.91).

On motion made by Mr. Porchia, duly seconded by Ms. Mercado, and unanimously carried, it was

(411-11-2024) RESOLVED, To authorize the Laboratory to purchase a Teledyne Instrument Lumin Purge and Trap Sample Concentration and the Aquatek LVA Liquid Autosampler, from Teledyne Instruments, Inc, Mason, OH, in the total amount of Forty One Thousand Eight Hundred Thirty-Two Dollars (\$41,832).

On motion made by Ms. Mercado, duly seconded by Mr. Bishop and unanimously carried, it was

(412-11-2024) RESOLVED, To authorize the Laboratory to purchase a Thermo Electro Auto Extractor, from Thermo Electron North American, Madison, WI, in the total amount of Fifty One Thousand Two Hundred Sixty-Seven and 36/100 Dollars (\$51,267.36).

The Members reviewed the one personnel request. On motion made by Mr. Bishop, duly seconded by Mr. Rose and unanimously carried, it was

(413-11-2024) RESOLVED, To delegate Jessica Mattera, Executive Assistant to the CEO and Board as the Authority's Record Management Officer.

The CEO then referenced several special service agreements for approval. On motion made by Mr. Porchia, duly seconded by Ms. Mercado and unanimously carried, it was

(414-11-2024) RESOLVED, To authorize approval for a one (1) year agreement beginning December 1, 2024 for post "go live" support for Success Factors, with Application Management Services (AMS) EPI-USE America Inc., in the total monthly amount of Eight Thousand Seven Hundred-Fifty Dollars (\$8,750); and that any Member and/or the Chief Executive Officer be and hereby is authorized to execute this agreement on behalf of the Authority.

On motion made by Mr. Bishop, duly seconded by Mr. Rose and unanimously carried, it was

(415-11-2024) RESOLVED, To award RFP 1639-Insurance Agent-Broker Services-Employee Benefits and Human Resources related insurance to Brown and Brown, Garden City Inc., NY, in the estimated total annual amount of Twenty-Two Thousand Dollars (\$22,000); and that any Member and/or the Chief Executive Officer be and hereby is authorized to execute this agreement on behalf of the Authority.

On motion made by Mr. Porchia, duly seconded by Ms. Mercado and unanimously carried, it was

(416-11-2024) RESOLVED, To accept the quote of Greenhaus Safe Driving of Bellport, NY to conduct the Point Insurance Reduction Program (PIRP) driver's education program for Authority employees, in the total estimated amount of Six Thousand Dollars (\$6,000); and that any Member and/or the Chief Executive Officer be and hereby is authorized to execute this agreement on behalf of the Authority.

On motion made by Mr. Bishop, duly seconded by Mr. Rose and unanimously carried, it was

(417-11-2024) RESOLVED, To approve entering into an agreement for analytical testing services, during the one (1) year period beginning January 1, 2025, with Pace Analytical Laboratory Inc., Melville, NY; in the total amount to not exceed Thirty-Six Thousand Four Hundred- Ten Dollars (\$36,410); and that any Member and/or the Chief Executive Officer be and hereby is authorized to execute this agreement on behalf of the Authority.

The Members then reviewed the invoices for payment, Mr. Bishop raised a question regarding work performed by Dvirka & Bartilucci. On motion made by Mr. Rose, duly seconded by Mr. Porchia, and unanimously carried, it was

(418-11-2024) RESOLVED, That the following invoices be paid from the Operating Fund:

Bond, Schoeneck & King	\$6,215.00
Corrtech Inc	\$28,967.25
Dvirka & Bartilucci	\$58,324.50
H2M Architects + Engineers	\$9,925.00

Mr. Cecchetto gave the Board Members a broad financial summary. The next meeting of the board members was confirmed for December 19, 2024, at 3:00 p.m. in Oakdale. Mr. Szabo asked if there was any public comment or new business to be discussed at this time. There was none.

(419-11-2024) At 3:20 pm, on motion made by Mr. Bishop, duly seconded by Ms. Mercado, the Members went into Executive Session to discuss personnel matters and possible litigation matters. On motion made by Mr. Bishop, duly seconded by Ms. Mercado and unanimously carried, it was

(420-11-2024) RESOLVED, To request the board authorize the CEO to execute all documents required to award this Contract for Chiller Litigation Services to the selected vendor; to be ratified at the December 2024 meeting.

On motion made by Mr. Bishop, duly seconded by Mr. Rose and unanimously carried, it was

(421-11-2024) RESOLVED, To terminate the employment of Robert Lehning III in the position as Fleet Manager for the Fleet/ Transportation Department.

On motion made by Mr. Rose, duly seconded by Mr. Porchia and unanimously carried, it was

(422-11-2024) RESOLVED, To employ Collin Gordon of Shoreham, NY to fill the open position of Pipeline Inspector in the Construction Maintenance Department, at an annual salary of Sixty Five Thousand Dollars (\$65,000); upon successful completion of a pre-employment physical and background check.

On motion made by Mr. Porchia, duly seconded by Mr. Rose and unanimously carried, it was

(423-11-2024) RESOLVED, To terminate the employment of Idalia Borzone in the position of Chemist I, in the Laboratory Department.

On motion made by Ms. Mercado, duly seconded by Mr. Bishop and unanimously carried, it was

(424-11-2024) RESOLVED, To employ Michael Zambardino of Bellport, NY to fill the open position of Utility Person in Oakdale, with an hourly rate of Thirty-Six 43/100 Dollars (\$36.43); upon successful completion of a pre-employment physical and background check.

As there was no further business to be considered, on motion made by Mr. Porchia, duly seconded by Mr. Bishop the meeting was adjourned at 3:55 p.m.

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Timothy Bishop, Secretary



# SUFFOLK COUNTY WATER AUTHORITY

## INTEROFFICE CORRESPONDENCE

**DATE:** December 11, 2024

**TO:** Chairman/Board Members

**FROM:** Jeff Szabo, Chief Executive Officer

**SUBJECT:** Contract No. 8080 – Furnish and Deliver Electrical Conduit, Fittings and Associated Electrical Items  
March 1, 2025 to February 28, 2026

**AWARD:** Cooper-Friedman Electrical Supply - \$53,156 {Groups I (All Items); II (Items 9, 12 - 14 only); III (All Items); IV [Items A, M and P(a-c) only]  
Boston, Massachusetts

United Pipe Nipple Co. - \$345 [Group II (Items 8, 10 and 11 only)]  
Oceanside, New York

Kelly Hayes Electric Supply of LI, Inc. - \$93,059 [Group IV (Items B - I only)]  
Nesconset, New York

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Opened:	<u>December 5, 2024</u>	Published:	<u>November 13, 2024</u>
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No of Bids Received:	<u>3</u>	Documents Sent:	<u>13</u>
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Low Bidders: Cooper-Friedman Electrical Supply  
Bid Amount: \$64,651.00

United Pipe Nipple Co.  
Bid Amount: \$10,369.50

Kelly Hayes  
Bid Amount: \$169,883.15

Recommendation: Award to Low Bidders by Group and Item Numbers as indicated above.

### Comments:

Production Control recommends making multiple awards according to the lowest bidder of each individual line item. Comparing the total proposed costs to the previous contracts: Group I showed a decrease of 41%, Group II showed a decrease of 58%, Group III showed an increase of 36% and Group IV showed a decrease of 24%.

Group IV items J, K, L, N, and O are not to be awarded because SCWA has a contract to purchase them already.

Cooper-Friedman Electrical Supply currently holds one (1) additional contract with the Authority: Contract 8008B - F&D Electrical Conduit, Fittings and Associated Electrical Items, expires February 2025 awarded in December 2023 in the amount of \$23,889. As of December 11, 2024, approximately \$604 has been paid against this contract. This contract is currently in its first year.

United Pipe Nipple Co. currently holds two (2) additional contracts with the Authority: Contract No. 7976D – Furnish and Deliver Plumbing Valves, Fittings, Pipe and Associated Supplies (Items 14-18) expires November 2025 awarded July 2023 in the amount of \$9,948. As of December 11, 2024, approximately \$29,384 has been paid against this contract. In the first year of this contract, October 1, 2023 to September 30, 2024;

Contract No. 8057C - Furnish and Deliver Plumbing Valves, Fittings, Pipe and Associated Supplies (Group II) expires November 2025 awarded July 2024 in the amount of \$11,499. As of December 11, 2024, approximately \$1,522 has been paid against this contract. This contract is currently in its first year.

**Cooper-Friedman's and United Pipe Nipple's performances on the above referenced contracts is satisfactory.**

TABULATION OF BIDS  
CONTRACT NO. 8080

Furnish and Deliver Rigid Electrical Con

Bid Opening, 12/05/2024

Line Item Sh. Text Qty. in Base Unit	Material	Quot.: Bidder: Name: House No: Street: City: Region: Post Code: Item Text:	6000006594 103727 UNITED PIPE NIPPLE CO 2855 WOODS AVENUE OCEANSIDE NY 11572 Furnish and Deliver Rigid Electrical Co	6000006592 106001 COOPER ELECTRIC SUPPLY CO  P O BOX 415925 BOSTON MA 02241-5925 Furnish and Deliver Rigid Electrical Co	6000006593 100266 KELLY HAYES ELEC SUPPLY OF LI INC  66 SOUTHERN BLVD NESCONSET NY 11767 Furnish and Deliver Rigid Electrical Co
00010 10522 CONDUIT, GALV, 1/2" X 10' 50 FT		Total Val.: Unit Price: Rank:	1,289.50 25.79 2	1,250.00 25.00 1	1,542.50 30.85 3
00020 10524 CONDUIT, GALV, 3/4" X 10' 50 FT		Total Val.: Unit Price: Rank:	1,314.00 26.28 2	1,300.00 26.00 1	1,592.50 31.85 3
00030 10525 CONDUIT, GALV, 1" X 10' 50 FT		Total Val.: Unit Price: Rank:	2,098.00 41.96 2	2,000.00 40.00 1	2,532.50 50.65 3
00040 10526 CONDUIT, GALV, 1-1/2" X 10' 30 FT		Total Val.: Unit Price: Rank:	2,087.10 69.57 2	1,980.00 66.00 1	2,516.70 83.89 3
00050 10527 CONDUIT, GALV, 2" X 10' 5 FT		Total Val.: Unit Price: Rank:	425.70 85.14 2	410.00 82.00 1	515.60 103.12 3
00060 10528 CONDUIT, GALV, 3" X 10' 5 FT		Total Val.: Unit Price: Rank:	910.25 182.05 2	885.00 177.00 1	1,100.75 220.15 3
00070 10529 CONDUIT, GALV, 4" X 10' 5 FT		Total Val.: Unit Price: Rank:	1,260.55 252.11 2	1,260.00 252.00 1	1,526.25 305.25 3
00080 10521 CONDUIT, PVC, 1/2" X 10' 50 FT		Total Val.: Unit Price: Rank:	178.00 3.56 1	180.00 3.60 2	221.50 4.43 3
00090 10523 CONDUIT, PVC, 3/4" X 10' 50 FT		Total Val.: Unit Price: Rank:	214.00 4.28 2	210.00 4.20 1	265.50 5.31 3
00100 10516 CONDUIT, PVC, 1" X 10' 10 FT		Total Val.: Unit Price: Rank:	62.40 6.24 1	70.00 7.00 2	77.50 7.75 3
00110 10517 CONDUIT, PVC, 1-1/2" X 10' 10 FT		Total Val.: Unit Price: Rank:	104.20 10.42 1	105.00 10.50 2	129.50 12.95 3
00120 10518 CONDUIT, PVC, 2" X 10' 10 FT		Total Val.: Unit Price: Rank:	129.90 12.99 2	125.00 12.50 1	161.50 16.15 3

TABULATION OF BIDS  
CONTRACT NO. 6080

Furnish and Deliver Rigid Electrical Con

Bid Opening, 12/05/2024

Line Item Sh. Text Qty. in Base Unit	Material	Quot.: Bidder: Name: House No: Street: City: Region: Post Code: Item Text:	6000006594 103727 UNITED PIPE NIPPLE CO 2855 WOODS AVENUE OCEANSIDE NY 11572 Furnish and Deliver Rigid Electrical Co	6000006592 106001 COOPER ELECTRIC SUPPLY CO P O BOX 415925 BOSTON MA 02241-5925 Furnish and Deliver Rigid Electrical Co	6000006593 100266 KELLY HAYES ELEC SUPPLY OF LI INC 66 SOUTHERN BLVD NESCONSET NY 11767 Furnish and Deliver Rigid Electrical Co
00130 10519 CONDUIT, PVC, 3 " X 10' 5 FT		Total Val.: 124.40 Unit Price: 24.88 Rank: 2		118.50 23.70 1	154.55 30.91 3
00140 10520 CONDUIT, PVC, 4 " X 10' 5 FT		Total Val.: 171.50 Unit Price: 34.30 Rank: 2		167.50 33.50 1	213.15 42.63 3
00150 10822 WIRE, #18, BLACK, THHN STR 20 C		Total Val.: 0.20 Unit Price: 0.01 Rank: 1		120.00 6.00 2	143.40 7.17 3
00160 10814 WIRE, #14, BLACK, THHN STR 20 C		Total Val.: 0.20 Unit Price: 0.01 Rank: 1		240.00 12.00 2	264.00 13.20 3
00170 10802 WIRE, #12, BLACK, THHN STR 20 CF		Total Val.: 0.20 Unit Price: 0.01 Rank: 1		360.00 18.00 2	390.20 19.51 3
00180 10792 WIRE, #10, BLACK, THHN STR 5 C		Total Val.: 0.05 Unit Price: 0.01 Rank: 1		135.00 27.00 2	149.30 29.86 3
00190 10838 WIRE, #8, THHN STR 5 C		Total Val.: 0.05 Unit Price: 0.01 Rank: 1		245.00 49.00 2	277.00 55.40 3
00200 10837 WIRE, #6, THHN STR 15 C		Total Val.: 0.15 Unit Price: 0.01 Rank: 1		1,140.00 76.00 2	1,278.90 85.26 3
00210 10836 WIRE, #4, THHN STR 15 C		Total Val.: 0.15 Unit Price: 0.01 Rank: 1		1,710.00 114.00 2	1,937.05 130.47 3
00220 10835 WIRE, #2, THHN STR 5 C		Total Val.: 0.05 Unit Price: 0.01 Rank: 1		900.00 180.00 2	1,029.85 205.97 3
00230 10842 WIRE, 250MCM, XLP USE 5 C		Total Val.: 0.05 Unit Price: 0.01 Rank: 1		3,100.00 620.00 2	3,770.05 754.17 3
00240 10843 WIRE, 300MCM, XLP USE 5 C		Total Val.: 0.05 Unit Price: 0.01 Rank: 1		3,950.00 790.00 2	4,020.05 804.01 3

TABULATION OF BIDS  
CONTRACT NO. 8080

Furnish and Deliver Rigid Electrical Con

Bid Opening, 12/05/2024

Line Item Sh. Text Qty. in Base Unit	Material	Quot.: Bidder: Name: House No: Street: City: Region: Post Code: Item Text:	6000006594 103727 UNITED PIPE NIPPLE CO 2855 WOODS AVENUE OCEANSIDE NY 11572 Furnish and Deliver Rigid Electrical Co	6000006592 106001 COOPER ELECTRIC SUPPLY CO P O BOX 415925 BOSTON MA 02241-5925 Furnish and Deliver Rigid Electrical Co	6000006593 100266 NELLY HAYES ELEC SUPPLY OF LI INC 66 SOUTHERN BLVD NESCONSET NY 11767 Furnish and Deliver Rigid Electrical Co
00250 18509 WIRE, 350MCM, XLP USE 5 C		Total Val.: 0.05 Unit Price: 0.01 Rank: 1		4,550.00 910.00 2	4,696.95 939.39 3
00260 10845 WIRE, 500MCM, XLP USE 5 C		Total Val.: 0.05 Unit Price: 0.01 Rank: 1		6,350.00 1,270.00 2	7,032.00 1,406.40 3
00270 10839 WIRE, 1/0, XLP USE 15 C		Total Val.: 0.15 Unit Price: 0.01 Rank: 1		4,950.00 330.00 2	5,367.00 357.60 3
00280 10840 WIRE, 2/0, XLP USE 10 C		Total Val.: 0.10 Unit Price: 0.01 Rank: 1		4,000.00 400.00 2	4,497.70 449.77 3
00290 18508 WIRE, 4/0, XLP USE 15 C		Total Val.: 0.15 Unit Price: 0.01 Rank: 1		10,200.00 680.00 2	10,529.10 701.94 3
00300 10735 SWITCH, TIME CLOCK, 120V, DPST 10 EA		Total Val.: 0.10 Unit Price: 0.01 Rank: 1		1,500.00 150.00 2	1,900.00 190.00 3
00310 11496 STARTER, MAG W/ HOA, SHP, 3P, 18A 600V 3 EA		Total Val.: 0.03 Unit Price: 0.01 Rank: 1		No Bid	2,250.00 750.00 2
00320 11477 CB, 800A, 3P, COMPLETE 1 EA		Total Val.: 0.01 Unit Price: 0.01 Rank: 1		No Bid	9,690.00 9,690.00 2
00330 11476 CB, 400A, 3P, COMPLETE 1 EA		Total Val.: 0.01 Unit Price: 0.01 Rank: 1		No Bid	5,845.00 5,845.00 2
00340 10720 CB, 600A, 3P, COMPLETE 1 EA		Total Val.: 0.01 Unit Price: 0.01 Rank: 1		No Bid	7,863.00 7,863.00 2
00350 11487 STARTER, NEMA 3, COMB, 50HP 1 EA		Total Val.: 0.01 Unit Price: 0.02 Rank: 1		No Bid	3,551.00 3,551.00 2
00360 10748 IR HEATER, WITH BRACKET 8 EA		Total Val.: 0.08 Unit Price: 0.01 Rank: 1		No Bid	5,160.00 645.00 2

TABULATION OF BIDS  
CONTRACT NO. 8080

Furnish and Deliver Rigid Electrical Con

Bid Opening, 12/05/2024

Line Item Sh. Text Qty. in Base Unit	Material	Quot.: Bidder: Name: House No: Street: City: Region: Post Code: Item Text:	6000006594 103727 UNITED PIPE NIPPLE CO 2855 WOODS AVENUE OCEANSIDE NY 11572 Furnish and Deliver Rigid Electrical Co	6000006592 106001 COOPER ELECTRIC SUPPLY CO P O BOX 415925 BOSTON MA 02241-5925 Furnish and Deliver Rigid Electrical Co	6000006593 100266 KELLY HAYES ELEC SUPPLY OF LI INC 66 SOUTHERN BLVD NESCONSET NY 11767 Furnish and Deliver Rigid Electrical Co
00370 10747 IR HEAT ELEMENT 10 EA		Total Val.: Unit Price: Rank:	0.10 0.01 1	No Bid	1,700.00 170.00 2
00380 11501 THERMOSTAT, HEAT/COOL 200 EA		Total Val.: Unit Price: Rank:	2.00 0.01 1	No Bid	57,000.00 285.00 2
00390 10741 SWITCH, PRESS CTRL, 0-100PSI 2 EA		Total Val.: Unit Price: Rank:	0.02 0.01 1	No Bid	No Bid
00400 10742 SWITCH, PRESS CTRL 5-150PSI 2 EA		Total Val.: Unit Price: Rank:	0.02 0.01 1	No Bid	No Bid
00410 10743 SWITCH, PRESS CTRL, DUAL CONTACT, 5-150 2 EA		Total Val.: Unit Price: Rank:	0.02 0.01 1	No Bid	No Bid
00420 11330 PHASE FAILURE DEVICE, 5 AMP, 240 VAC 20 EA		Total Val.: Unit Price: Rank:	0.20 0.01 1	1,840.00 92.00 2	No Bid
00430 10745 SWITCH, MAGNETIC, DOOR 20 EA		Total Val.: Unit Price: Rank:	0.20 0.01 1	No Bid	No Bid
00440 10736 RELAY, TDR, AGASTAT, DPDT 8 EA		Total Val.: Unit Price: Rank:	0.08 0.01 1	No Bid	No Bid
00450 11497 TRANSFORMER, 3.0 KVA 6 EA		Total Val.: Unit Price: Rank:	0.06 0.01 1	2,160.00 360.00 2	4,036.80 672.80 3
00460 11498 TRANSFORMER, 5.0 KVA 10 EA		Total Val.: Unit Price: Rank:	0.10 0.01 1	5,250.00 525.00 2	10,034.00 1,003.40 3
00470 11499 TRANSFORMER, 7.5 KVA, 240X480V-120/240V 2 EA		Total Val.: Unit Price: Rank:	0.02 0.01 1	1,890.00 945.00 2	2,900.00 1,450.00 3
Total Quot.		Total Val.: Rank:	10,374.22 1	64,651.00 2	169,883.15 3

TABULATION OF BIDS  
CONTRACT NO. 8080

Furnish and Deliver Rigid Electrical Con

Bid Opening, 12/05/2024

Line Item	Material	Quot.:	6000006594	6000006592	6000006593
Sh. Text		Bidder:	103727	106001	100266
Qty. in Base Unit		Name:	UNITED PIPE NIPPLE CO	COOPER ELECTRIC SUPPLY CO	KELLY HAYES ELEC SUPPLY OF LI INC
		House No:	2055		
		Street:	WOODS AVENUE	P O BOX 415925	66 SOUTHERN BLVD
		City:	OCEANSIDE	BOSTON	NESCONSET
		Region:	NY	MA	NY
		Post Code:	11572	02241-5925	11767
		Item Text:	Furnish and Deliver Rigid Electrical Co	Furnish and Deliver Rigid Electrical Co	Furnish and Deliver Rigid Electrical Co

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 12/05/2024  
for Furnish and Deliver Rigid Electrical Con, 11:00 AM, prevailing time, Oakdale, New York

  
John Deubel, Purchasing Director

**CONTRACT NO. 8080**  
**FURNISHING AND DELIVERY OF RIGID ELECTRICAL CONDUIT,**  
**FITTINGS AND ASSOCIATED ELECTRICAL ITEMS**  
**BID OPENING: December 5, 2024**

**CONTRACT DOCUMENTS SENT TO:**

Aetna Electric LLC	270 Park Ave	Garden City Park, NY 11040 <a href="mailto:laurie.greer@aetnaelectric.com">laurie.greer@aetnaelectric.com</a>
AG Electrical Supply	2751 Grand Ave	Bellmore, NY 11710 <a href="mailto:lois@agelectricsupply.com">lois@agelectricsupply.com</a>
Avon Electric/Liberty Electrical Supply	60 Hoffman Ave	Hauppauge, NY 11788 <a href="mailto:csenstein@wescodist.comap">csenstein@wescodist.comap</a>
Bruce Electric	131 Akron St	Lindenhurst, NY 11757 <a href="mailto:marino@bruceelectric.com">marino@bruceelectric.com</a>
Cooper Electric Supply	1 Matrix Drive	Monroe, NJ 08831 <a href="mailto:Tania.rodriques@cooper-electric.com">Tania.rodriques@cooper-electric.com</a>
Heatrex, Inc.	P.O Box 515	Meadville, PA 16335 <a href="mailto:epifer@heatrex.com">epifer@heatrex.com</a>
Kelly and Hayes	66 Southern Blvd.	Nesconset, NY 11767 <a href="mailto:robp@kellyhayes.com">robp@kellyhayes.com</a>
Turtle Hughes	1000 Prime Plaza	631-864-4242 Hauppauge, NY 11788 <a href="mailto:Anthony.berna@turtle.com">Anthony.berna@turtle.com</a>
Monarch Electric Company	33 Comac Loop, Unit 6	Ronkonkoma, NY 11779 Lisa J. Mackie <a href="mailto:l.mackie@monarchelectric.com">l.mackie@monarchelectric.com</a>
REVCO Electrical Supplies	360 County Rd 39A	Southampton, NY 11968 <a href="mailto:rickc@revcoelectric.com">rickc@revcoelectric.com</a>
ULE Group	60 Hoffman Ave	Hauppauge NY 11788 <a href="mailto:eevans@ulegrp.com">eevans@ulegrp.com</a>
Valve Industries Inc.	4 Slate CT D-2	Woodland Park, NJ 07424 <a href="mailto:valveindustries@cs.com">valveindustries@cs.com</a>
Wesco Distribution	500 Prime Pl	Hauppauge, NY 11788 <a href="mailto:csaperstein@wesco.com">csaperstein@wesco.com</a>

**PRESENT AT BID OPENING:**

John Deubel, Purchasing Manager  
Vonciel Stewart, Procurement Agent  
Juanita Costa, Sr. Purchasing Clerk





**EXHIBIT D**

**CONTACT INFO**  
**CONTRACT NO. 8080**

The purpose of this document is to clearly identify who has been delegated the authority to sign your Agreement / Offer or Contract on behalf of the named firm as well as identify pertinent company information. Pursuant to our policy, the only person(s) with the ability to delegate authority is an officer of the company. Therefore, please list the officers of the company. In addition, please list those persons to whom authority has been delegated to sign, negotiate and/or administer your Agreement / Offer or Contract.

The full name and residence of all persons and parties interested in the foregoing bid as principals are as follows:

NAME / TITLE	ADDRESS
David Cooper - President	5 Hance Rd, Fair Haven, NJ 07704
Tom Brady - Executive VP	1000 St Louis Ave, Pt Pleasant Beach, NJ 08742
Jamie Czaplicki - VP Finance	311 Parsons Dr, Syracuse, NY 13219

**NOTE:** Give the first and last name in full, and in case of corporation, give the name of President, Vice-President, Treasurer, Secretary

Contractor:	Cooper Electric Supply LLC dba Cooper Electric
Signature:	<i>Tania Rodrigues</i>
Name:	Tania Rodrigues

PRINT OR TYPE NAME OF PERSON SIGNING BID

PLEASE CHECK IF APPLICABLE

- ☐ MINORITY OWNED BUSINESS  
☐ WOMAN OWNED BUSINESS

Business Name:	Cooper Electric Supply LLC dba Cooper Electric
Business Address of Contractor:	315 Cranbury Half Acre Road, Cranbury, NJ 08512
Contact Person for Contract Follow-Up:	Tania Rodrigues
Business Contact Telephone:	908 296-7441
Cell Number:	908 296-7441
E-Mail Address:	govbids@cooper-electric.com
Fax Number:	732-308-4606
Federal Employee Identification Number:	21-0728076
Suffolk County Department of Consumer Affairs License Number (If Applicable)	N/A
Date:	December 3, 2024

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**EXHIBIT D****CONTACT INFO**CONTRACT NO. 8080

The purpose of this document is to clearly identify who has been delegated the authority to sign your Agreement / Offer or Contract on behalf of the named firm as well as identify pertinent company information. Pursuant to our policy, the only person(s) with the ability to delegate authority is an officer of the company. Therefore, please list the officers of the company. In addition, please list those persons to whom authority has been delegated to sign, negotiate and/or administer your Agreement / Offer or Contract.

The full name and residence of all persons and parties interested in the foregoing bid as principals are as follows:

NAME / TITLE	ADDRESS
Roger DeSimone – President/Treasurer	1602 Lakeview Drive – Hewlett, NY 11572
Cheryl DeSimone – Vice President/Secretary	

NOTE: Give the first and last name in full, and in case of corporation, give the name of President, Vice-President, Treasurer, Secretary

Contractor:	Not Applicable
Signature:	
Name:	Roger DeSimone 

PRINT OR TYPE NAME OF PERSON SIGNING BID

PLEASE CHECK IF APPLICABLE

- ☐ MINORITY OWNED BUSINESS  
☐ WOMAN OWNED BUSINESS

Business Name:
Business Address of Contractor:
Contact Person for Contract Follow-Up:
Business Contact Telephone:
Cell Number:
E-Mail Address:
Fax Number:
Federal Employee Identification Number:
Suffolk County Department of Consumer Affairs License Number (If Applicable)





EXHIBIT D

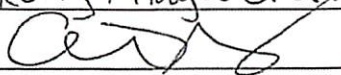
CONTACT INFO - CONTRACT NO. 8080

The purpose of this document is to clearly identify who has been delegated the authority to sign your Agreement / Offer or Contract on behalf of the named firm as well as identify pertinent company information. Pursuant to our policy, the only person(s) with the ability to delegate authority is an officer of the company. Therefore, please list the officers of the company. In addition, please list those persons to whom authority has been delegated to sign, negotiate and/or administer your Agreement / Offer or Contract.

The full name and residence of all persons and parties interested in the foregoing bid as principals are as follows:

NAME / TITLE	ADDRESS
Christian Brockey, Pres.	
Michael T. Brockey, cfo/coo	

NOTE: Give the first and last name in full, and in case of corporation, give the name of President, Vice-President, Treasurer, Secretary

Contractor:	Kelly & Hayes Electrical Supply of LI, Inc.
Signature:	
Name:	Christian Brockey

PRINT OR TYPE NAME OF PERSON SIGNING BID

PLEASE CHECK IF APPLICABLE

- ☐ MINORITY OWNED BUSINESS  
☐ WOMAN OWNED BUSINESS

Business Name:	Kelly & Hayes Electrical Supply of LI, Inc
Business Address of Contractor:	66 Southern Bl, Nesconset NY 11767
Contact Person for Contract Follow-Up:	Christian Brockey
Business Contact Telephone:	631-467-3939
Cell Number:	
E-Mail Address:	kinfo@kellyhayes.com
Fax Number:	631-979-0605
Federal Employee Identification Number:	11-2906360
Suffolk County Department of Consumer Affairs License Number (If Applicable)	
Date:	11/21/2024

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**SUFFOLK COUNTY WATER AUTHORITY**

**INTEROFFICE CORRESPONDENCE**

**DATE:** December 12, 2024

**TO:** Chairman/Board Members

**FROM:** Jeff Szabo, Chief Executive Officer

**SUBJECT:** Contract No. 8081 - Supply of Coconut Shell Based Granular Activated Carbon (GAC Media) and Related Services - Zone A  
March 1, 2025 to February 28, 2026

**AWARD:** Carbon Activated Corporation - \$1,643,490  
Blasdell, New York

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**Opened:** December 4, 2024 **Published:** November 8, 2024

**No of Bids Received:** 2 **Documents Sent:** 10

**Bidders:** Carbon Activated Corporation - \$1,643,490  
Nichem Co - \$1,699,850

**Recommendation:** Award to the Lowest Bidder as indicated above.

**Comments:**

An Invitation to Bid was issued by the Authority seeking proposals for a contract for the supply of Coconut Shell Based Granular Activated Carbon (GAC Media) and Related Services because Carbon Activated Corporation choose not to renew Contract no. 8010A for Zone A, Babylon, Bay Shore, Huntington and Patchogue.

Due to the criticality of the product and services to be provided, Production Control decided it is the best interest of the Authority to award to this contract to Carbon Activated Corporation, who provided the lowest bid and is the incumbent for the current contract.

Carbon Activated Corporation currently has three (3) additional contracts with the Authority:

Contract 7993 - Supply of Resin & Related Services, expires September 2025, awarded in September 2023 in the amount of \$206,250. As of December 11, 2024, \$188,750 has been paid against this contract, within the contract's first calendar year. There were no expenditures between October 1, 2024 and December 11, 2024.

Contract 8010A - Supply of Coconut Shell Based Granular Activated Carbon (GAC Media) and Related Services, expires February 2025, awarded in December 2023 in the amount of \$1,090,090. As of December 11, 2024, \$1,100,550 has been paid against this contract. This contract is currently in its first year.

Contract 8015B - Supply of Granular Activated Carbon (GAC Media Virgin Bituminous) and Related Services – Zone B, expires February 2026, awarded in December 2023 in the amount of \$1,114,770. As of December 11, 2024, \$1,189,200 has been paid against this contract. This contract is currently in its first year.

**Carbon Activated Corporation performance on the above referenced contracts has been deemed satisfactory.**

Reviewed by:

J. Pokorny, Deputy, CEO of Operations

M. O'Connell, Director of Production Control

/

/

Purchasing Clerk: C. Congiusta

Procurement Agent: V Stewart

Attachments: 1 memo, 1 tabulation & List of Bidders

**TABULATION OF BIDS**  
**CONTRACT NO. 8081**

**Supply of Coconut Shell Based Granular A**

**Bid Opening, 12/04/2024**

Line Item Sh. Text Qty. in Base Unit	Material Mat. Group	Quot.: Bidder: Name: House No: Street: City: Region: Post Code: Item Text:	6000006590 104547 CARBON ACTIVATED CORP 3774 HOOVER ROAD BLADELL NY 14219 Supply of Coconut Shell Based Granular	6000006591 100747 NICHEN CO 750 FRELINGHUYSEN AVENUE NEWARK NJ 07114 Supply of Coconut Shell Based Granular
P002 Supply of Coconut Shell Based Granular Srv.Specs 1 AD		Total Val.: Unit Price: Rank:	1,643,490.00 1,643,490.00 1	1,699,850.00 1,699,850.00 2
Total Quot.		Total Val.: Rank:	1,643,490.00 1	1,699,850.00 2

**CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 12/04/2024**  
**for Supply of Coconut Shell Based Granular A, 11:00 AM, prevailing time, Oakdale, New York**

**John Deubel , Purchasing Director**

**Contract No. 8081**  
**Supply of Coconut Shell Based Granular Activated Carbon**  
**(GAC Media) and Related Services for Zone A Only**  
**Bid Opening: December 4, 2024**

**CONTRACT DOCUMENTS SENT TO:**

Carbon Resources	P.O. Box 4444 Oceanside, CA 92052 760-630-5724	<a href="mailto:Sales@carbonresources.com">Sales@carbonresources.com</a>
General Carbon Corp.	33 Paterson Street Paterson, NJ 07501 Attn: Mickey O'Shea 973-523-2223	<a href="mailto:moshea@generalcarbon.com">moshea@generalcarbon.com</a>
Jacobi Carbons, Inc.	432 McCormick Blvd Columbus, OH 43213 Attn: Linda Knepper 215-546-3900 215-546-9921 – FX 412-260-1012 – Cell	<a href="mailto:linda.Knepper@jacobi.net">linda.Knepper@jacobi.net</a>
Nichem Co.	750 Frelinghuysen Avenue Newark, NJ 07114 973-399-9810 973-399-8818 - FX Peigeng Lu	<a href="mailto:plu@nichem.com">plu@nichem.com</a>
SNR Technologies	20406 Autumn Shore Drive Katy, TX 77450 Attn: Salil Sen 281-398-3828	<a href="mailto:customerservice@snr-tech.com">customerservice@snr-tech.com</a>
Prominent Systems, Inc. *Requested to be removed 11-8-2024	13095E Temple Avenue City of Industry, CA 91746 Upali Indrasena 626-858-1888 626-628-3716 – FX	<a href="mailto:sales-us@prominent.com">sales-us@prominent.com</a> <a href="mailto:sales@advancedfiltration.com">sales@advancedfiltration.com</a>
Environmental Site Solutions, LLC	14450 Auston Pl Anacortes WA 98221	<a href="mailto:mike.tallering@envirositesolutions.com">mike.tallering@envirositesolutions.com</a>
Carbon Activated	Christopher Allen 3774 Hoover Rd Blasdell, NY 716-821-7830	<a href="mailto:callen@activatedcarbon.com">callen@activatedcarbon.com</a>
Calgon Carbon	Jacob Blake 3000 GSK Drive Moon Township, PA 15108 800-4CARBON	<a href="mailto:Mbu.ccc@kuraray.com">Mbu.ccc@kuraray.com</a>

**Present at Bid Opening –**

**John Deubel, Purchasing Manager**  
**Catherine Congiusta, Purchasing Clerk**

**Virtual – Neil Yao – Nichem Co.**





**EXHIBIT D**

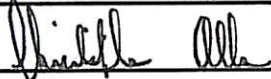
**CONTACT INFO**  
CONTRACT NO. 8081

The purpose of this document is to clearly identify who has been delegated the authority to sign your Agreement/ Offer or Contract on behalf of the named firm as well as identify pertinent company information. Pursuant to our policy, the only person(s) with the ability to delegate authority is an officer of the company. Therefore, please list the officers of the company. In addition please list those persons to whom authority has been delegated to sign, negotiate and/or administer your Agreement/ Offer or Contract.

The full name and residence of all persons and parties interested in the foregoing bid as principals are as follows:

NAME / TITLE	ADDRESS
Lionel Perera	15 Moccasin Lane Rolling Hills CA 90274
Nirmalla Perera	15 Moccasin Lane Rolling Hills CA 90274

NOTE: Give the first and last name in full, and in case of corporation, give the name of President, Vice-President, Treasurer, Secretary

Contractor:	Carbon Activated Corporation
Signature:	
Name:	Christopher Allen

PRINT OR TYPE NAME OF PERSON SIGNING BID

PLEASE CHECK IF APPLICABLE  
☒ MINORITY OWNED BUSINESS  
☐ WOMAN OWNED BUSINESS

Business Name: Carbon Activated Corporation
Business Address of Contractor: 3774 Hoover Road Blasdell NY 14219
Contact Person for Contract Follow-Up: Christopher Allen
Business Contact Telephone: 716 821 7830
Cell Number: 716 983 8620
E-Mail Address: callen@activatedcarbon.com
Fax Number: 716 821 0790
Federal Employee Identification Number: 95457788-3
Suffolk County Department of Consumer Affairs License Number {If Applicable}
Date: 12/02/24

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# SUFFOLK COUNTY WATER AUTHORITY

## INTEROFFICE CORRESPONDENCE

**DATE:** December 10, 2024

**TO:** Chairman/Board Members

**FROM:** Jeff Szabo, Chief Executive Officer

**SUBJECT:** Contract No. 8082 - Furnish and Deliver Stainless Steel Tapping Sleeves (Items 1- 29, 31-35)  
May 1, 2025 to April 30, 2026

**AWARD:** Powerseal Pipeline Products - \$627,318  
Wichita Falls, Texas

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**Opened:** December 3, 2024 **Published:** November 7, 2024

**No. of Bids received:** 2 **Sent:** 7

**Recommendation:** Low Bidder as stated above

### Comments:

The Authority solicited bids for the Furnish and Deliver of Furnish and Deliver Stainless Steel Tapping Sleeves, combining items from previous contracts 7839A, 7839B & 8017. Two bids were received and were as follows:

- Powerseal - \$627,318
- Mueller Co - \$793,226

The basis of award was lowest total bid quoted for all items, which was Powerseal. Powerseal also provides historically shorter lead times compared to other bidder Mueller. Comparison of overall pricing from previous contracts 7839A, 7839B & 8017, Powerseal's proposal showed an average decrease of 2%.

### Powerseal currently holds three (3) other contracts with the Authority:

Contract No. 7839A - Furnish & Deliver Stainless Steel Tapping Sleeves (With M/J Outlet), awarded May 2022, expires April 2025, original annual award amount: \$322,165. To date, there has been \$547,177 paid under this contract.

Contract No. 7866A - Furnish & Deliver Stainless Steel Repair Clamps Stainless Steel Saddle & Bell Joint Leak Clamps, awarded July 2022, expires June 2025, original annual award amount: \$67,714. To date, there has been \$119,986 paid under this contract.

Contract No. 8017 - Furnish & Deliver Stainless Steel Tapping Sleeves (With M-J Outlet) Line Items 7, 8, 11-18, & 31-33, awarded May 2024, expires April 2025, original annual award amount: \$142,608. To date, there has been \$2,667 paid under this contract.

**Powerseal's performance on the above referenced contracts has been satisfactory.**

Construction Maintenance recommends awarding contract 8082 to Powerseal Pipeline Products.

Reviewed by:

Reviewed by:

J. Pokorny, Deputy CEO of Operations

B. Warner, Director of Construction Maintenance

Purchasing Clerk: J. Costa

Purchasing Manager: J. Deubel

Attachment: 1 Memo, Bid Tabulation & List of Bidders

TABULATION OF BIDS  
CONTRACT NO. 8082

Furnish and Deliver Stainless Steel Tapp

Bid Opening, 11/07/2024

Line Item Sh. Text Qty. in Base Unit	Material	Quot.: Bidder: Name: House No: Street: City: Region: Post Code: Item Text:	6000006589 100197 POWERSEAL PO BOX 2014 WICHITA FALLS TX 76307-2014 Furnish and Deliver Stainless Steel Tap	6000006588 100002 HUELLER COMPANY 500 WEST ELDORADO DECATUR IL 62522 Furnish and Deliver Stainless Steel Tap
00010 14037 SLEEVE, TAP, 4"x4", MJ, SS, CI, 4.80-5.00" 15 EA		Total Val.: Unit Price: Rank:	8,649.15 576.61 1	18,559.65 1,237.31 2
00020 14038 SLEEVE, TAP, 4"x4", MJ, SS, AC, 5.10-5.30" 1 EA		Total Val.: Unit Price: Rank:	575.61 575.61 1	No Bid
00030 14039 SLEEVE, TAP, 6"x4", MJ, SS, CI, 6.90-7.10" 15 EA		Total Val.: Unit Price: Rank:	9,148.05 609.87 1	14,733.00 982.20 2
00040 14040 SLEEVE, TAP, 6"x4", MJ, SS, AC, 7.10-7.40" 1 EA		Total Val.: Unit Price: Rank:	609.87 609.87 1	985.77 985.77 2
00050 14041 SLEEVE, TAP, 6"x6", MJ, SS, CI, 6.90-7.10" 165 EA		Total Val.: Unit Price: Rank:	123,476.10 748.34 1	176,353.65 1,068.81 2
00060 14042 SLEEVE, TAP, 6"x6", MJ, SS, AC, 7.10-7.40" 1 EA		Total Val.: Unit Price: Rank:	748.34 748.34 1	1,072.56 1,072.56 2
00070 14043 SLEEVE, TAP, 8"x4", MJ, SS, CI, 9.05-9.30" 25 EA		Total Val.: Unit Price: Rank:	17,478.25 699.13 1	25,556.25 1,022.25 2
00080 14044 SLEEVE, TAP, 8"x4", MJ, SS, AC, 9.30-9.57" 1 EA		Total Val.: Unit Price: Rank:	699.13 699.13 1	1,022.37 1,022.37 2
00090 14045 SLEEVE, TAP, 8"x6", MJ, SS, CI, 9.05-9.30" 45 EA		Total Val.: Unit Price: Rank:	36,926.55 820.59 1	49,840.65 1,107.57 2
00100 14046 SLEEVE, TAP, 8"x6", MJ, SS, AC, 9.30-9.57" 4 EA		Total Val.: Unit Price: Rank:	3,282.36 820.59 2	3,209.00 802.25 1
00110 14047		Total Val.:	63,065.60	78,794.95

TABULATION OF BIDS  
CONTRACT NO. 8082

Furnish and Deliver Stainless Steel Tapp

Bid Opening, 11/07/2024

Line Item Sh. Text Qty. in Base Unit	Material	Quot.: Bidder: Name: House No: Street: City: Region: Post Code: Item Text:	6000006589 100197 POWERSEAL  PO BOX 2014 WICHITA FALLS TX 76307-2014 Furnish and Deliver Stainless Steel Tap	6000006588 100002 MUELLER COMPANY  500 WEST ELDORADO DECATUR IL 62522 Furnish and Deliver Stainless Steel Tap
SLEEVE, TAP, 8"X8", MJ, SS, CI, 9.05-9.30" 65 EA		Unit Price: Rank:	970.24 1	1,212.23 2
00120 14048 SLEEVE, TAP, 8"X8", MJ, SS, AC, 9.30-9.57" 10 EA		Total Val.: Unit Price: Rank:	9,702.40 970.24 1	12,159.60 1,215.96 2
00130 14049 SLEEVE, TAP, 10"X 4", MJ, SS, CI, 11.10-11.50 10 EA		Total Val.: Unit Price: Rank:	7,473.80 747.38 1	11,234.60 1,123.46 2
00140 14050 SLEEVE, TAP, 10"X 4", MJ, SS, AC, 11.80-12.20 1 EA		Total Val.: Unit Price: Rank:	747.38 747.38 1	1,121.04 1,121.04 2
00150 14051 SLEEVE, TAP, 10"X 6", MJ, SS, CI, 11.10-11.50 20 EA		Total Val.: Unit Price: Rank:	18,014.60 900.73 1	24,359.80 1,217.99 2
00160 14052 SLEEVE, TAP, 10"X 6", MJ, SS, AC, 11.80-12.20 2 EA		Total Val.: Unit Price: Rank:	1,801.46 900.73 1	2,478.88 1,239.44 2
00170 14053 SLEEVE, TAP, 10"X 8", MJ, SS, CI, 11.10-11.40 5 EA		Total Val.: Unit Price: Rank:	5,250.55 1,050.11 1	6,633.85 1,326.77 2
00180 14054 SLEEVE, TAP, 10"X 8", MJ, SS, AC, 11.80-12.20 1 EA		Total Val.: Unit Price: Rank:	1,050.11 1,050.11 1	1,356.81 1,356.81 2
00190 14055 SLEEVE, TAP, 10"X10", MJ, SS, CI, 11.10-11.40 12 EA		Total Val.: Unit Price: Rank:	17,647.44 1,470.62 1	18,466.56 1,538.88 2
00200 14056 SLEEVE, TAP, 10"X10", MJ, SS, AC, 11.80-12.20 1 EA		Total Val.: Unit Price: Rank:	1,470.62 1,470.62 1	1,564.31 1,564.31 2
00210 14057 SLEEVE, TAP, 12"X 4", MJ, SS, CI, 13.20-13.50		Total Val.: Unit Price:	24,583.04 768.22	35,878.72 1,121.21

TABULATION OF BIDS  
CONTRACT NO. 8082

Furnish and Deliver Stainless Steel Tapp

Bid Opening, 11/07/2024

Line Item Sh. Text Qty. in Base Unit	Material	Quot.: Bidder: Name: House No: Street: City: Region: Post Code: Item Text:	6000006589 100197 POWERSEAL  PO BOX 2014 WICHITA FALLS TX 76307-2014 Furnish and Deliver Stainless Steel Tap	6000006588 100002 MUELLER COMPANY  500 WEST ELDORADO DECATUR IL 62522 Furnish and Deliver Stainless Steel Tap
32 EA		Rank:	1	2
00220 14058 SLEEVE, TAP, 12"X 4", MJ, SS, AC, 13.90-14.30 1 EA		Total Val.: Unit Price: Rank:	768.22 768.22 1	1,181.18 1,181.18 2
00230 14059 SLEEVE, TAP, 12"X 6", MJ, SS, CI, 13.20-13.50 50 EA		Total Val.: Unit Price: Rank:	46,281.50 925.63 1	63,004.00 1,260.08 2
00240 14060 SLEEVE, TAP, 12"X 6", MJ, SS, AC, 13.90-14.30 1 EA		Total Val.: Unit Price: Rank:	925.63 925.63 1	1,285.56 1,285.56 2
00250 14061 SLEEVE, TAP, 12"X 8", MJ, SS, CI, 13.20-13.50 21 EA		Total Val.: Unit Price: Rank:	22,794.24 1,085.44 1	28,842.87 1,373.47 2
00260 14062 SLEEVE, TAP, 12"X 8", MJ, SS, AC, 13.90-14.30 1 EA		Total Val.: Unit Price: Rank:	1,085.44 1,085.44 1	1,427.83 1,427.83 2
00270 14063 SLEEVE, TAP, 12"X10", MJ, SS, CI, 13.20-13.50 5 EA		Total Val.: Unit Price: Rank:	7,716.25 1,543.25 1	7,909.05 1,581.81 2
00280 14064 SLEEVE, TAP, 12"X10", MJ, SS, AC, 13.90-14.30 1 EA		Total Val.: Unit Price: Rank:	1,543.25 1,543.25 1	1,620.80 1,620.80 2
00290 14065 SLEEVE, TAP, 12"X12", MJ, SS, CI, 13.20-13.50 85 EA		Total Val.: Unit Price: Rank:	162,552.30 1,912.38 1	164,529.40 1,935.64 2
00300 14066 SLEEVE, TAP, 12"X12", MJ, SS, AC, 13.90-14.30 2 EA		Total Val.: Unit Price: Rank:	3,824.76 1,912.38 1	3,828.24 1,914.12 2
00310 14067 SLEEVE, TAP, 16"X 4", MJ, SS, CI, 17.40-17.80 1 EA		Total Val.: Unit Price: Rank:	793.53 793.53 1	1,427.17 1,427.17 2

TABULATION OF BIDS  
CONTRACT NO. 8082

Furnish and Deliver Stainless Steel Tapp

Bid Opening, 11/07/2024

Line Item	Material	Quot.:	6000006589	6000006588
Sh. Text		Bidder:	100197	100002
Qty. in Base Unit		Name:	POWERSEAL	MUELLER COMPANY
		House No:		
		Street:	PO BOX 2014	500 WEST ELDORADO
		City:	WICHITA FALLS	DECATUR
		Region:	TX	IL
		Post Code:	76307-2014	62522
		Item Text:	Furnish and Deliver Stainless Steel Tap	Furnish and Deliver Stainless Steel Tap

00320 14068	Total Val.:	7,818.56	12,095.76
SLEEVE,TAP,16"X 6",MJ,SS,CI,17.40-17.80	Unit Price:	977.32	1,511.97
8 EA	Rank:	1	2
00330 14069	Total Val.:	5,034.84	6,747.28
SLEEVE,TAP,16"X 8",MJ,SS,CI,17.40-17.80	Unit Price:	1,258.71	1,686.82
4 EA	Rank:	1	2
00340 14070	Total Val.:	1,661.24	2,171.56
SLEEVE,TAP,16"X10",MJ,SS,CI,17.40-17.80	Unit Price:	1,661.24	2,171.56
1 EA	Rank:	1	2
00350 14071	Total Val.:	12,133.30	11,773.20
SLEEVE,TAP,16"X12",MJ,SS,CI,17.40-17.80	Unit Price:	2,426.66	2,354.64
5 EA	Rank:	2	1
Total Quot.	Total Val.:	627,333.47	793,225.92
	Rank:	1	2

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 11/07/2024  
for Furnish and Deliver Stainless Steel Tapp, 11:00 AM, prevailing time, Oakdale, New York

  
John Deubel, Purchasing Director

**Contract No. 8082**  
**Furnish and Deliver Stainless Steel Tapping Sleeves (With M/J Outlet)**

**Bid Opening: December 3, 2024**

**DOCUMENTS SENT TO:**

Core & Main	1536 Southern Blvd Suite 2 Bronx, NY 10460	<a href="mailto:Ed.ortlieb@coreandmain.com">Ed.ortlieb@coreandmain.com</a>
Deltek	2291 Wood Oak Dr. Herndon, VA 20171	<a href="mailto:bidsinbound@deltek.com">bidsinbound@deltek.com</a>
Ferguson Waterworks	2619 Medford Avenue Medford, NY	<a href="mailto:Rick.Gambone@Ferguson.com">Rick.Gambone@Ferguson.com</a> <a href="mailto:Tim.Trout@ferguson.com">Tim.Trout@ferguson.com</a> <a href="mailto:Andrew.Mclaughlin@Ferguson.com">Andrew.Mclaughlin@Ferguson.com</a>
Kimbernick Sales Inc. James J. Mina	16 Neil Drive Smithtown, NY 11787	<a href="mailto:pacomnfla@gmail.com">pacomanfla@gmail.com</a>
Mueller Co.	500 W. Eldorado St. Decatur, IL 62522	<a href="mailto:klillpop@muellercompany.com">klillpop@muellercompany.com</a>
Power Seal Pipeline Products Corporation	701 Pleasant View Drive Wichita Falls, TX 76306	<a href="mailto:skilcrease@powerseal.com">skilcrease@powerseal.com</a>
T. Mina Supply	44-41 Douglaston Parkway Douglaston, NY 11363	<a href="mailto:michael.voyias@tmina.com">michael.voyias@tmina.com</a> <a href="mailto:Colleenr@tina.com">Colleenr@tina.com</a>

**Present at Bid Opening:**

**J. Deubel – Purchasing Manager**  
**J. Costa – Sr. Purchasing Clerk**  
**B. Madison - Mueller**



EXHIBIT D

CONTACT INFO  
CONTRACT NO. 8082

The purpose of this document is to clearly identify who has been delegated the authority to sign your Agreement / Offer or Contract on behalf of the named firm as well as identify pertinent company information. Pursuant to our policy, the only person(s) with the ability to delegate authority is an officer of the company. Therefore, please list the officers of the company. In addition, please list those persons to whom authority has been delegated to sign, negotiate and/or administer your Agreement / Offer or Contract.

The full name and residence of all persons and parties interested in the foregoing bid as principals are as follows:

NAME / TITLE	ADDRESS
David Galliton	701 Pleasant View Dr
	Wichita Falls TX 76306

NOTE: Give the first and last name in full, and in case of corporation, give the name of President, Vice-President, Treasurer, Secretary

Contractor:	Powerseal
Signature:	<i>David Galliton</i>
Name:	DAVID GALLITON

PRINT OR TYPE NAME OF PERSON SIGNING BID

PLEASE CHECK IF APPLICABLE

- ☐ MINORITY OWNED BUSINESS  
☐ WOMAN OWNED BUSINESS

Business Name:	Powerseal Pipeline Products
Business Address of Contractor:	701 Pleasant View Dr WF, TX 76306
Contact Person for Contract Follow-Up:	DAVID GALLITON
Business Contact Telephone:	800 800 0932
Cell Number:	940 723-8378
E-Mail Address:	dgalliton@powerseal.com
Fax Number:	940 723 8378
Federal Employee Identification Number:	74 2373192
Suffolk County Department of Consumer Affairs License Number (If Applicable)	
Date:	11/18/2024

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**SUFFOLK COUNTY WATER AUTHORITY**

**INTEROFFICE CORRESPONDENCE**

**DATE:** December 11, 2024  
**TO:** Chairman/Board Members  
**FROM:** Jeff Szabo, Chief Executive Officer  
**SUBJECT:** Contract No. 8084 - Boiler Removal and Installation Located at the Hauppauge Laboratory  
**AWARD:** Botto Mechanical - \$109,852  
Plainview, New York

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<b>Opened:</b>	December 10, 2024	<b>Published:</b>	November 15, 2024
<b>No. of Bids received:</b>	<u>5</u>	<b>Sent:</b>	<u>17</u>
<b>Recommendation:</b>	Low bidder		

**Comments:**

The Authority solicited bids for the Boiler Removal and Installation Located at the Hauppauge Laboratory. The basis of award was lowest bid response. The bids received were as follows:

Botto Mechanical - \$109,852.00  
Eastern Industrial Services - \$127,000.00  
Boilematic - \$155,040.00  
Ultimate Power Inc. - \$ 197,340.00  
Rocon Corp. - \$268,000.00

Botto Mechanical is the low bidder and based on the work they have performed in the past; Facilities deems them capable of providing the required services successfully.

Botto Mechanical holds no additional, current Authority contracts and there has been no expenditure in the current fiscal year 2025 to them.

Facilities recommends awarding a contract to Botto Mechanical Inc as noted above.

**Reviewed by:**

D. Mancuso, Deputy, CEO Administration  
J. Kleinman, Director of General Services

*J*  
*J*

Purchasing Clerk: C. Congiusta  
Purchasing Agent: S. Blevins

Attachment: 1 Memo, Bid Tabulation & List of Bidders



TABULATION OF BIDS  
CONTRACT NO. 8084

Boiler Removal and Installation Located

Bid Opening, 12/10/2024

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	6000006595 10 108070 BOTTO MECHANICAL CORP. 95 COMMERCIAL STREET PLAINVIEW NY 11803 Boiler Removal and Installation Located	6000006596 10 108071 EASTERN INDUSTRIAL SERVICES 215 MCCORMICK DRIVE BOHEMIA NY 11716 Boiler Removal and Installation Located	6000006597 10 107352 BOILERMATIC WELDING INDUSTRIES INC 17 PECONIC AVENUE MEDFORD NY 11763 Boiler Removal and Installation Located
10 3004748 Equipment / Parts / Materials 1 EA	Total Val.: Unit Price: Rank:	80,732.00 80,732.00 5	75,000.00 75,000.00 3	62,460.00 62,460.00 2
20 3004749 Removal and Installation 1 EA	Total Val.: Unit Price: Rank:	29,120.00 29,120.00 1	52,000.00 52,000.00 2	92,580.00 92,580.00 3
Total Services	Val.: Rank:	109,852.00 29,120.00 1	127,000.00 0.00 2	155,040.00 0.00 3

TABULATION OF BIDS  
CONTRACT NO. 8094

Boiler Removal and Installation Located

Bid Opening, 12/10/2024

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text:	6000006599 10 102853 ULTIMATE POWER INC 45 NANCY ST WEST BABYLON NY 11704	6000006598 10 103137 Rocon Plumbing and Heating Corp. 16 First Street Garden City Park NY 11530
	Description:	Boiler Removal and Installation Located	Boiler Removal and Installation Located
10 3004748 Equipment / Parts / Materials 1 EA	Total Val.: Unit Price: Rank:	80,340.00 80,340.00 4	54,000.00 54,000.00 1
20 3004749 Removal and Installation 1 EA	Total Val.: Unit Price: Rank:	117,000.00 117,000.00 4	214,000.00 214,000.00 5
Total Services	Val.: Rank:	197,340.00 0.00 4	268,000.00 54,000.00 5

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 12/10/2024  
for Boiler Removal and Installation Located, 11:00 AM, prevailing time, Oakdale, New York

John Deubel , Purchasing Director

**CONTRACT NO. 8084**  
**Boiler Removal and Installation Located at the Hauppauge Laboratory**

**BID OPENING: December 10, 2024**

**CONTRACT DOCUMENTS SENT TO:**

Best Climate Control Corp.	75 Orville Drive Bohemia, NY 11716	rdeangelis@bcchvac.com
Diam-N-Blu Mechanical Corp	1165 Station Road	Medford, NY 11763 estimating@energymechanicalny.com
Commercial Instrumentation Service	681 Grand Blvd., Suite 7	Deer Park, NY 11729 jgerardi@cis-ny.com
East Coast Mechanical Services, Inc.	14 Frontier Trail	Manorville, NY 11949-2526 ecms59@aol.com
EMCOR Services	24-37 46 <sup>th</sup> St.	Long Island City, NY 11103 hvanviet@emcor.net
ETNA Prestige Technology Inc.	46 Harriet Place	Lynbrook, NY 11563 info@etnapt.com
Fairway Plumbing & Heating Inc.	620 Johnson Ave #3	Bohemia, NY 11716 fairwayburner@gmail.com
Hi-Tech Air Conditioning	60 Otis Street	West Babylon, NY 11704 info@hitechac.com
Inter County Mechanical Corp	1600 Ocean Ave	Bohemia, NY 11716 dwilson@intercountymechanical.com
L&J Heating & AC	7 Aberdeen Street	Malverne, NY 11565 krysdoms1@aol.com
Madison N East Mechanical	445 Smith Ave	Islip, NY mderitis@madisoneastmechanical.com
Nice N Cool LLC	466 Bicycle Path	Port Jefferson, NY 11776 Info@nicencool.com
QG Mechanical Services inc.	P.O. Box 643	Center Moriches, NY 11934 qgmechanical@optonline.net
Quality Air Conditioning & Heating	93 Allen Blvd, Suite O	Farmingdale, NY 11735 qualitytpv@aol.com
Sav-Mor Mechanical Inc	30-B Howard Pl	Ronkonkoma, NY 11779 rschiavone@savmor.net
Thermo Tech Combustion Inc.	6 Grand Avenue, Suite 9	Farmingdale, NY 11735 customerservice@TTCinc.org
GLP Group Inc.	15 Frowein Rd Unit E5	Center Moriches, NY 11934 glpgroupinc@yahoo.com

**Present at Bid:**

John Deubel, Purchasing Manager  
Steve Blevins, Procurement Agent I  
Catherine Congiusta, Purchasing Clerk  
Virtual:  
Elain Garcia, CIS Leads  
Laurie Fitzpatrick, Boilermatic  
Laurie Taldone, Ultimate Power  
Chris Prema, Eastern Industrial Services



**EXHIBIT D**

**CONTACT INFO**  
**CONTRACT NO. 8084**

The purpose of this document is to clearly identify who has been delegated the authority to sign your Agreement / Offer or Contract on behalf of the named firm as well as identify pertinent company information. Pursuant to our policy, the only person(s) with the ability to delegate authority is an officer of the company. Therefore, please list the officers of the company. In addition please list those persons to whom authority has been delegated to sign, negotiate and/or administer your Agreement / Offer or Contract.

The full name and residence of all persons and parties interested in the foregoing bid as principals are as follows:

NAME / TITLE	ADDRESS
See Attached	

NOTE: Give the first and last name in full, and in case of corporation, give the name of President, Vice-President, Treasurer, Secretary

Contractor:	Botto Mechanical Corp.
Signature:	<i>Michael I. Botto</i>
Name:	Michael I. Botto, Vice President

PRINT OR TYPE NAME OF PERSON SIGNING BID

PLEASE CHECK IF APPLICABLE

- ☐ MINORITY OWNED BUSINESS  
☐ WOMAN OWNED BUSINESS

Business Name:	Botto Mechanical Corp.
Business Address of Contractor:	95 Commercial Street, Plainview, NY 11803
Contact Person for Contract Follow-Up:	Robert Montebello
Business Contact Telephone:	516-349-9000
Cell Number:	516-695-7367
E-Mail Address:	monte@bottomechanical.com
Fax Number:	516-349-8376
Federal Employee Identification Number:	11-2069539
Suffolk County Department of Consumer Affairs License Number (If Applicable)	MP-59341
Date:	12.09.24

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# SUFFOLK COUNTY WATER AUTHORITY

## INTEROFFICE CORRESPONDENCE

**DATE:** December 16, 2024  
**TO:** Chairman/Board Members  
**FROM:** Jeff Szabo, Chief Executive Officer  
**SUBJECT:** Contract No. 8087 - Excavating and Backfilling Construction  
May 1, 2025 through April 30, 2026  
**AWARD:** Asplundh Construction, LLC - \$257,750  
Yaphank, New York

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Opened: December 13, 2024 Published: November 20, 2024

No. of Bids received: 3 Documents Sent: 16

**Bids Received:**

Asplundh Construction, LLC	\$257,750.00
DF Stone Contracting, LTD	\$317,500.00
Quintal Contracting Corp	\$338,875.00

**Recommendation:** Award to Lowest Bidder

**Comments:**

The Authority solicited bids for Excavating and Backfilling Construction on November 20, 2024. Upon review of all three bids received, the Construction Maintenance Department recommends proceeding with an award to the lowest bidder as indicated above. Asplundh's proposal reflects a 1% decrease compared to the current contract (7938) and they have successfully held this contract in the past.

Asplundh currently holds nine (9) additional contracts with the Authority.

Contract No. 8076 – Installation of New Private Water Service Lines & Service Taps in Brookhaven (Groups I & II), expires November 2025, original December 2024 contract awarded in the amount of \$43,016. Contract spend to date: \$0.

Contract No. 7946 – Installation of New Water Service Lines & Reconnection of Service Lines (Tie-Over's) – Group I, expires May 2025, original June 2023 contract awarded in the amount of \$1,751,893. Contract spend to date: \$1,546,042.

Contract No. 7960 – Installation of New Water Service Lines and Reconnection of Service Lines (Tie-Over's) - Group II, expires May 2025, original June 2024 contract awarded in the amount of \$517,241. Contract spend to date: \$1,276,010.

Contract No. 7990B – General Construction of New Water Mains and Appurtenances in Manorville & Riverhead - Project II, expires April 2025, original May 2024 contract awarded in the amount of \$336,860. Contract spend to date: \$0.

Contract No. 8042 – Replacement of Existing Private Water Service Lines for Designated Homes, expires July 2025, original August 2024 contract awarded in the amount of \$151,955. Contract spend to date: \$0.

Contract No. 8041 – Non-Destructive Vacuum Excavating Construction Hole Services, expires July 2025, original August 2024 contract awarded in the amount of \$395,060. Contract spend to date: \$12,650.

**Purchasing Clerk: J Costa**  
**Purchasing Manager: J. Deubel**  
**Attachment: 1 Memo, Bid Tabulation & List of Bidders**

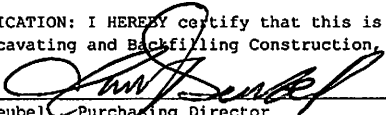
TABULATION OF BIDS  
CONTRACT NO. 8087

Excavating and Backfilling Construction

Bid Opening, 12/13/2024

Line Item Sh. Text Qty. in Base Unit	Material Mat. Group	Quot.: Bidder: Name: House No: Street: City: Region: Post Code: Item Text:	6000006610 100455 ASPLUNDH CONSTRUCTION CORP 93 SILLS RD YAPHANK NY 11980 Excavating and Backfilling Construction	6000006611 101172 D F STONE CONTRACTING LTD 1230 STATION RD MEDFORD NY 11763 Excavating and Backfilling Construction	6000006612 102284 QUINTAL CONTRACTING CORP 359 MAIN ST STE 1B ISLIP NY 11751 Excavating and Backfilling Construction
CM005 Excavating and Backfilling Construction Srv.Specs 1 AU		Total Val.: Unit Price: Rank:	257,750.00 257,750.00 1	317,500.00 317,500.00 2	338,875.00 338,875.00 3
Total Quot.		Total Val.: Rank:	257,750.00 1	317,500.00 2	338,875.00 3

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 12/13/2024  
for Excavating and Backfilling Construction, 11:00 AM, prevailing time, Oakdale, New York

  
John Deubel, Purchasing Director

**Contract No. 8087**  
**Excavating and Backfilling Construction Holes**  
**Bid Opening: December 13, 2024**

**Contract Documents Sent To:**

AARCO Environmental Services Group	50 Gear Ave Lindenhurst, NY 11757	<a href="mailto:splofker@aarcoenvironmental.com">splofker@aarcoenvironmental.com</a>
AB Oil Service LTD	1599 Ocean Ave Bohemia, NY 11716	<a href="mailto:jvitale@abenviro.com">jvitale@abenviro.com</a>
Asplundh Construction Corp.	93 Sills Road Yaphank, NY 11980	<a href="mailto:accgas@asplundh.com">accgas@asplundh.com</a>
Aventura Construction	1101 Waverly Avenue Holtsville, NY 11742	<a href="mailto:jpepe@aventuracorp.com">jpepe@aventuracorp.com</a>
Bancker Construction	171 Freeman Avenue Islip, NY 11751	<a href="mailto:pbeyer@bancker.com">pbeyer@bancker.com</a>
Biltwel Gen. Contractor	31 Mary Pitkin Path Shoreham, NY 11786-1142	<a href="mailto:njalayer@biltwelgc.com">njalayer@biltwelgc.com</a>
DF Stone Contracting	1230 Station Road Medford, NY 11763	<a href="mailto:liex70@aol.com">liex70@aol.com</a>
G & M Earth Moving Inc.	345 Ellsworth St Holbrook, NY 11741	<a href="mailto:Ralph@gmearthmoving.com">Ralph@gmearthmoving.com</a>
Eastern Environmental Solutions Inc.	258 Line Road Manorville, NY 11949	<a href="mailto:jmulvey@easternenviro.com">jmulvey@easternenviro.com</a>
Lake Norman Enterprises	P.O. Box 101 Smithtown, NY 11787	<a href="mailto:lakenormanllc@gmail.com">lakenormanllc@gmail.com</a>
Sky Rise	49 Ashley Drive Valley Stream, NY 11580	<a href="mailto:skyrise4@hotmail.com">skyrise4@hotmail.com</a>
TRS Contracting	15 E Bartlett Rd Middle Island, NY 11953-1807	<a href="mailto:trs234@yahoo.com">trs234@yahoo.com</a>
CDL Utilities	290 Duffy Ave, Ste. A Hicksville, NY 11801	<a href="mailto:Relationships@cdlutilityexperts.com">Relationships@cdlutilityexperts.com</a> <a href="mailto:wsergio@cdlutilityexperts.com">wsergio@cdlutilityexperts.com</a> <a href="mailto:pdesena@cdlutilityexperts.com">pdesena@cdlutilityexperts.com</a>
New York Trenchless	P.O. Box 2208 Aquabogue, NY 11931	<a href="mailto:nytrenchless@optonline.net">nytrenchless@optonline.net</a>
Quintal Contracting Corp.	359 Main Street Suite 1B Islip, NY 11751	<a href="mailto:Bids@QUINTALGROUP.COM">Bids@QUINTALGROUP.COM</a>
Roadwork Construction Corp	16 Starboard Rd Hampton Bays, NY 11946	<a href="mailto:roadwork@optonline.net">roadwork@optonline.net</a> <a href="mailto:tina@roadworkconstruction.com">tina@roadworkconstruction.com</a>

**Present At Bid Opening:**

John Deubel, Purchasing Manager  
Steve Blevins, Procurement Agent  
Juanita Costa, Sr. Purchasing Clerk

**Virtual:**

Elaine Garcia, CIS Leads  
Jake Guarino, Asplundh





**EXHIBIT D**


**CONTACT INFO  
CONTRACT NO.8087**

The purpose of this document is to clearly identify who has been delegated the authority to sign your Agreement / Offer or Contract on behalf of the named firm as well as identify pertinent company information. Pursuant to our policy, the only person(s) with the ability to delegate authority is an officer of the company. Therefore, please list the officers of the company. In addition, please list those persons to whom authority has been delegated to sign, negotiate and/or administer your Agreement / Offer or Contract.

The full name and residence of all persons and parties interested in the foregoing bid as principals are as follows:

NAME / TITLE	ADDRESS
Frank V. Giordano   President	93 Sills Road Yaphank NY 11980
Jim McNulty   Vice President	93 Sills Road Yaphank NY 11980
Nickkia Sellers   Assistant Secretary	93 Sills Road Yaphank NY 11980

**NOTE:** Give the first and last name in full, and in case of corporation, give the name of President, Vice President, Treasurer, Secretary.

Contractor:	Asplundh Construction, LLC
Signature:	
Name:	Frank V. Giordano
	PRINT OR TYPE NAME OF PERSON SIGNING BID

PLEASE CHECK IF APPLICABLE

- ☐ MINORITY OWNED BUSINESS  
☐ WOMAN OWNED BUSINESS

Business Name:	Asplundh Construction, LLC	
Business Address of Contractor:	93 Sills Road Yaphank NY 11980	
Contact Person for Contract Follow-Up:	Jim McNulty	
Business Contact Telephone:	631-205-9340	
Cell Number:	516-779-5654	
E-Mail Address:	accgas@asplundh.com	
Fax Number:	631-205-9363	
Federal Employee Identification Number:	11-2536791	
Suffolk County Department of Consumer Affairs License Number (If Applicable)		
Dated: 12/13/2024		

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# SUFFOLK COUNTY WATER AUTHORITY

## INTEROFFICE CORRESPONDENCE

**DATE:** December 13, 2024

**TO:** Chairman/Board Members

**FROM:** Jeff Szabo, Chief Executive Officer

**SUBJECT:** Contract No. 8088 - Furnish & Deliver Cement Lined Ductile Iron Pipe (Push-on & Flanged) and PVC Pipe (Groups III & IV)  
April 1, 2025 through March 31, 2026

**AWARD:** Group III – Ferguson Waterworks (\$48,901.20)  
Group IV - Ferguson Waterworks (\$31,630.00)  
Medford, New York

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Opened: December 12, 2024 Published: November 19, 2024

No. of Bids received: 4 Documents Sent: 9

**Bids Received:**

	<u>Group III</u>	<u>Group IV</u>	<u>Total Bid</u>
Ferguson Waterworks	\$48,901.20	\$31,630.00	\$80,531.20
T. Mina	\$51,361.60	\$31,240.00	\$82,601.60
Core & Main	\$76,708.80	\$36,790.00	\$113,497.80
Carmel Winwater Works	\$49,270.80	No Bid	\$49,270.80

**Recommendation:** Award to total lowest bid for Groups III and IV combined

**Comments:**

The Construction Maintenance Department reviewed all bids received for the two Groups and determined the following:

Ferguson was the total lowest bidder and their Group III bid showed 14% decrease and Group IV bid a 1.5% decrease when both were compared to previous contract 8014.

Ferguson currently holds seven (7) additional contracts with the Authority:

Contract No. 8014A – Furnish & Deliver Cement Lined Ductile Iron Pipe (Push-on & Flanged), Group I, expires March 2026, original contract in the amount of \$486,102. Contract spend to date: \$10,444.

Contract No. 8029B – Furnish & Deliver Furnish and Deliver Ductile Iron Pressure Fittings - Groups (III,IV,VI,IX, XI,XII,XV,XVII), expires April 2025, original contract in the amount of \$293,272. Contract spend to date: \$92,388.

Contract No. 7969 – Furnish & Deliver Thermoplastic Meter Vaults (Groups I & II), expires August 2025, original contract in the amount of \$334,650. Contract spend to date: \$522,485.

Contract No. 8033 – Furnish & Deliver Seamless Copper Tubing Type "K", expires July 2025, original contract in the amount of \$161,844. Contract spend to date: \$47,527.

Contract No. 7979B – Furnish and Deliver Butterfly Valves and Operator Replacement Parts (Items 4-9), expires September 2025, original contract in the amount of \$11,798. Contract spend to date: \$28,502.

Contract No. 7830B – F&D Cold Water Service Meters Group II, expires March 2025, original contract in the amount of \$199,436. Contract spend to date: \$502,079.

Contract No. 8062B – Furnishing & Delivery of Control Valves (Items 15-17), expires December 2025, original contract in the amount of \$17,314. Contract spend to date: \$0

Ferguson's performance on the above referenced contracts is satisfactory.

Construction Maintenance recommends awarding Contract No. 8088 to Ferguson Waterworks as indicated above.

Reviewed by:

J. Pokorny, Deputy CEO for Operations        
B. Warner, Director of Construction Maintenance      

Purchasing Clerk: C Congiusta

Purchasing Manager: J. Deubel

Attachment: 1 Memo, Bid Tabulation & List of Bidders

TABULATION OF BIDS  
CONTRACT NO. 8088

Furnish and Deliver Cement Lined Ductile

Bid Opening, 12/12/2024

Line Item Sh. Text Qty. in Base Unit	Material	Quot.: Bidder: Name: House No: Street: City: Region: Post Code: Item Text:	6000006603 108974 CARMEL MINWATER WORKS CO. 86 FAIR STREET CARMEL NY 10512 Furnish and Deliver Cement Lined Ductil	6000006605 105244 FERGUSON WATERWORKS 2619 MEDFORD AVE MEDFORD NY 11763 Furnish and Deliver Cement Lined Ductil	6000006606 100210 T MINA SUPPLY INC 17 EXPRESSWAY DRIVE NORTH MEDFORD NY 11763 Furnish and Deliver Cement Lined Ductil
00010 17002 PIPE, PVC, 4" C900 100 FT	Group III	Total Val.: Unit Price: Rank:	527.00 5.27 2	525.00 5.25 1	551.00 5.51 3
00020 16529 PIPE, PVC, 6" C900 2,000 FT		Total Val.: Unit Price: Rank:	21,580.00 10.79 2	21,360.00 10.68 1	22,440.00 11.22 3
00030 16927 PIPE, PVC, 8" C900 1,400 FT		Total Val.: Unit Price: Rank:	25,830.00 18.45 2	25,690.00 18.35 1	26,978.00 19.27 3
00040 17003 PIPE, PVC, 10" C900 20 FT		Total Val.: Unit Price: Rank:	553.60 27.68 2	550.60 27.53 1	578.20 28.91 3
00050 17004 PIPE, PVC, 12" C900 20 FT		Total Val.: Unit Price: Rank:	780.20 39.01 2	775.60 38.78 1	814.40 40.72 3
00060 14188 PIPE, POLY, 3/4"x100', 250PSI, CTS, ENDOTRAC 1,000 FT	Group IV	Total Val.: Unit Price: Rank:	No Bid 1.00 1	1,000.00 1.00 1	1,030.00 1.03 2
00070 18410 PIPE, POLY, 1"x100', 250PSI, CTS, ENDOTRAC 10,000 FT		Total Val.: Unit Price: Rank:	No Bid 1.16 1	11,600.00 1.16 1	11,900.00 1.19 2
00080 14186 PIPE, POLY, 1-1/2"x100', 250PSI, CTS, ENDOTR 3,000 FT		Total Val.: Unit Price: Rank:	No Bid 1.85 1	5,550.00 1.85 1	5,670.00 1.89 2
00090 18422 PIPE, POLY, 2"x100', 250PSI, CTS, ENDOTRAC 4,000 FT		Total Val.: Unit Price: Rank:	No Bid 3.37 2	13,480.00 3.37 2	12,640.00 3.16 1
Total Quot.		Total Val.: Rank:	49,270.80 1	80,531.20 2	82,601.60 3

**TABULATION OF BIDS**  
**CONTRACT NO. 8088**

**Furnish and Deliver Cement Lined Ductile**

**Bid Opening, 12/12/2024**

Line Item Sh. Text Qty. in Base Unit	Material	Quot.: Bidder: Name: House No: Street: City: Region: Post Code: Item Text:	6000005604 107545 CORE 4 MAIN LP PO BOX 28330 SAINT LOUIS MO 63146 Furnish and Deliver Cement Lined Ductil
00010 17002 PIPE, PVC, 4" C900 100 FT	Group III	Total Val.: Unit Price: Rank:	821.00 8.21 4
00020 16529 PIPE, PVC, 6" C900 2,000 FT		Total Val.: Unit Price: Rank:	33,560.00 16.78 4
00030 16927 PIPE, PVC, 8" C900 1,400 FT		Total Val.: Unit Price: Rank:	40,250.00 28.75 4
00040 17003 PIPE, PVC, 10" C900 20 FT		Total Val.: Unit Price: Rank:	862.40 43.12 4
00050 17004 PIPE, PVC, 12" C900 20 FT		Total Val.: Unit Price: Rank:	1,214.40 60.72 4
00060 14188 PIPE, POLY, 3/4"x100', 250PSI, CTS, ENDOTRAC 1,000 FT	Group IV	Total Val.: Unit Price: Rank:	1,220.00 1.22 3
00070 18410 PIPE, POLY, 1"x100', 250PSI, CTS, ENDOTRAC 10,000 FT		Total Val.: Unit Price: Rank:	14,000.00 1.40 3
00080 14186 PIPE, POLY, 1-1/2"x100', 250PSI, CTS, ENDOTR 3,000 FT		Total Val.: Unit Price: Rank:	6,690.00 2.23 3
00090 18422 PIPE, POLY, 2"x100', 250PSI, CTS, ENDOTRAC 4,000 FT		Total Val.: Unit Price: Rank:	14,680.00 3.72 3
Total Quot.		Total Val.: Rank:	113,497.80 4

**CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 12/12/2024**  
**for Furnish and Deliver Cement Lined Ductile, 11:00 AM, prevailing time, Oakdale, New York**

\_\_\_\_\_  
**John Deubel , Purchasing Director**

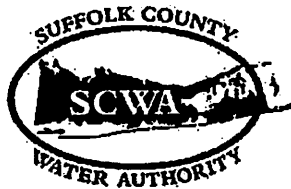
**Contract No. 8088**  
**Furnishing and Delivery of Cement Lined Ductile Iron Pipe – Groups III & IV Only**  
**Bid Opening: December 12, 2024**

**CONTRACT DOCUMENTS SENT TO:**

McWane Ductile (Atlantic States Cast Iron) *Updated 12/5/2023	183 Sitgreaves St. Phillipsburg, NJ 08865	<a href="mailto:Paula.Ruhl@mcwaneductile.com">Paula.Ruhl@mcwaneductile.com</a>
Capitol Supply Construction Products, Inc	149 Old Turnpike Road Wayne, NJ 07470	<a href="mailto:hughmalley@capitolsupplyconstruction.com">hughmalley@capitolsupplyconstruction.com</a>
Ferguson Enterprises Inc.	190 Oberlin Ave N Lakewood, NJ 08701	<a href="mailto:Andrew.mclaughlin@ferguson.com">Andrew.mclaughlin@ferguson.com</a> <a href="mailto:Tim.Trout@ferguson.com">Tim.Trout@ferguson.com</a> <a href="mailto:Elliot.breslav@ferguson.com">Elliot.breslav@ferguson.com</a>
Metro Fab	15 Fairchild Court Plainview, NY 11803	<a href="mailto:info@metrofabinc.com">info@metrofabinc.com</a> <a href="mailto:frank@metrofabinc.com">frank@metrofabinc.com</a>
T. Mina Supply	44-41 Douglaston Parkway Douglaston, NY 11363	<a href="mailto:michael.voyias@tmina.com">michael.voyias@tmina.com</a>
SIP Industries	2900 Patio Drive Houston, TX 77017	<a href="mailto:sales@sipindustries.com">sales@sipindustries.com</a>
U.S. Pipe & Foundry Co.	Two Chase Corporate Dr Suite 200 Birmingham, AL 35244	<a href="mailto:info@uspipe.com">info@uspipe.com</a>
Sigma Corp	700 Goldman Drive Cream Ridge, NJ 08514	<a href="mailto:crmcsr@sigmaco.com">crmcsr@sigmaco.com</a> <a href="mailto:oemusa@sigmaco.com">oemusa@sigmaco.com</a>
Core and Main LP	1536 Southern Blvd. Suite 2 Bronx, NY 10460	<a href="mailto:Ed.ortlieb@coreandmain.com">Ed.ortlieb@coreandmain.com</a>

**PRESENT AT BID OPENING:**

**John Deubel, Purchasing Manager**  
**Steven Blevins, Purchasing Agent**  
**Catherine Congiusta, Purchasing Clerk**  
**Virtual-**  
**Sarah Brown – Ferguson**



**EXHIBIT D**

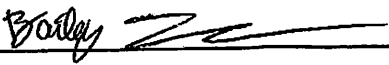
**CONTACT INFO  
CONTRACT NO. 8088**

The purpose of this document is to clearly identify who has been delegated the authority to sign your Agreement / Offer or Contract on behalf of the named firm as well as identify pertinent company information. Pursuant to our policy, the only person(s) with the ability to delegate authority is an officer of the company. Therefore, please list the officers of the company. In addition, please list those persons to whom authority has been delegated to sign, negotiate and/or administer your Agreement / Offer or Contract.

The full name and residence of all persons and parties interested in the foregoing bid as principals are as follows:

NAME / TITLE	ADDRESS
BAILEY LARSON	2619 MEDFORD AVE MEDFORD, NY 11763

NOTE: Give the first and last name in full, and in case of corporation, give the name of President, Vice-President, Treasurer, Secretary

Contractor:	FERGUSON ENTERPRISES LLC
Signature:	
Name:	BAILEY LARSON
	PRINT OR TYPE NAME OF PERSON SIGNING BID

PLEASE CHECK IF APPLICABLE

- ☐ MINORITY OWNED BUSINESS  
☐ WOMAN OWNED BUSINESS

Business Name:	FERGUSON ENTERPRISES LLC
Business Address of Contractor:	2619 MEDFORD AVE MEDFORD, NY 11763
Contact Person for Contract Follow-Up:	BAILEY LARSON
Business Contact Telephone:	781-828-1350
Cell Number:	339-206-7664
E-Mail Address:	BAILEY.LARSON@FERGUSON.COM
Fax Number:	N/A
Federal Employee Identification Number:	54-1211771
Suffolk County Department of Consumer Affairs License Number (If Applicable)	
Date:	12/4/24

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**SUFFOLK COUNTY WATER AUTHORITY**

**INTEROFFICE CORRESPONDENCE**

**DATE:** December 9, 2024  
**TO:** Chairman/Board Members  
**FROM:** Jeff Szabo, Chief Executive Officer  
**SUBJECT:** Facilities, Purchase of Fume Hood and Cabinets  
**AWARD:** Fisher Scientific, \$14,492.55  
Hanover Park, Illinois

---

The Facilities Department seeks approval to purchase a fume hood and cabinets for use in the Hauppauge Laboratory. Installation of the furniture will be performed by the Authority's general contractor under a separate contract. Laboratory produced the specifications for the request and reviewed the bids for operational and technical function.

The Authority solicited multiple vendors to quote on the equipment and three vendors chose to respond. The bids received were as follows: Fisher Scientific: \$14,492.55, Cole Palmer \$7,208.70 (partial bid without fume hood), and Avantor VWR \$11,941.43.

After reviewing the proposals, the Laboratory recommends purchasing the equipment from the responsive bidder Fisher Scientific. While Avantor proposal was the lowest, the Laboratory deemed it not responsive because lists alternate equipment that does not meet the requirements for the chemicals that Laboratory uses, and the Cole Palmer proposal did not include any fume hood as specified in the request for quote. The Fisher Scientific proposal includes equipment as specified that meets the requirements of chemicals used.

In current fiscal year 2025, Fisher Scientific has been paid \$129,860.05 to date.

**Please have the Board authorize purchasing the equipment from Fisher Scientific in the amount of \$14,492.55.**

Reviewed by:

D. Mancuso, Deputy CEO for Administration /  
T. Schneider, Director of Water Quality & Lab Services /  
J. Kleinman, Director of General Services /

Purchasing Clerk: C. Congiusta  
Purchasing Agent: S. Blevins



**SUFFOLK COUNTY WATER AUTHORITY**

**INTEROFFICE CORRESPONDENCE**

**DATE:** November 27, 2024  
**TO:** Chairman/Board Members  
**FROM:** Jeff Szabo, Chief Executive Officer  
**SUBJECT:** Engineering – Steps for the generator enclosures  
**AWARD:** Sims Steel Corp, \$11,220  
Lindenhurst, New York

---

Engineering seeks to purchase fifteen (15) aluminum generator steps from Sims Steel Corp, for the enclosures.

Engineering obtained three quotes from the following firms:

Sims Steel Corp. -	\$11,220.00
Formac Welding Inc. -	\$12,675.00
Tebbens Steel -	\$13,733.80

On October 22, 2024, Sims Steel submitted their quote to Engineering for the steps which was the lowest bid out of the three offers, and they have provided the steps for these generator enclosures in the past. Under the Authority's Purchasing Policy, purchasing these steps from Sim Steel Corp. requires Board approval due to the total cost exceeding \$10,000. The unit pricing has decreased a little over 9% since the last purchase for similar steps from Sims Steel three year ago.

**Engineering requests the Board authorize the purchase of these steps from Sims Steel Corp. as noted above.**

Reviewed by:

J. Pokorny, Deputy, CEO Operations	—
T. Kilcommons, Chief Engineer & Director of Research & Development	—

Purchasing Clerk: J. Costa  
Purchasing Agent: V Stewart

Attachment: 1 memo

October 22, 2024

Suffolk County Water Authority  
(631) 563-0348 (office)

Attention: Jason White - Jason.White@SCWA.com - (631) 445-8602 (cell)  
Scott Meyerderks - Scott.Meyerderks@SCWA.com

**Proposal/ Contract -15 Aluminum Generator Steps**

PROJECT: Generator Entry Steps  
PROJECT NO.: 241046 PROPOSAL NO.: A1  
REF. DWG.: Generator Alumn Entry Step - A01 - dated 7-30-2019 by JW

We are pleased to submit our quotation for the fabrication and delivery of:

- Fifteen (15) generator steps.
- To include 1-1/2" x 1-1/2" x 1/4" frame and legs with baseplate.
- Fiberglass Grating to be as drawing, McNichols MS-I-6015, cut to size, and fitted.
- Please pick up from Tebbens Shop, delivery cost is not included.

COST FOR ABOVE	\$13,733.80
8.625% NYS SALES TAX ON FABRICATED MATERIALS	\$1,184.54
<b>LUMP SUM TOTAL</b>	<b>\$14,918.34</b>

**Payment Terms:**

- A 33.33% deposit is due upon acceptance of this proposal.
- Progress payments per Tebbens Steel, LLC.
- Final balance due upon completion of our delivery/installation.

**Exclusions:**

- Any downtime, through no fault of Tebbens Steel, to be paid by contractor including, but not necessarily limited to, delays or interruptions of the installation of miscellaneous steel that may result due to errors in masonry/concrete work completed by other contractors which require corrective action, will be charged accordingly.
- Any items not included in our scope of work or not clearly labeled on plans referenced above.
- Retainage of any kind.

If this proposal/contract meets with your needs, please sign and return one copy to our office. Thank you for the opportunity to be of service.

Cordially,  
Eric Larsen  
631-208-8330 Ext 113

Accepted By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**Formac Welding Inc  
42 West Hills Road  
Huntington Station, NY 11746  
(631) 421-5525 Fax: (631) 421-2023**

October 22, 2024

Suffolk County Water Authority  
180 Fifth Avenue  
Bayshore, New York 11706  
Jason A. White (631) 563-0348 cell: (631) 445

**--- P R O P O S A L ---**

**Project:** *Generator Aluminum Entry Step  
Various SCWA Well Field Site*  
**Architect:** *Timothy J Kilcommons, P.E.*  
**Drawings:** *A01*  
**Dated:** *7/30/19*

*We hereby submit specifications and estimates for:*

Fabricate and deliver only:

( 1 ) Aluminum entry step as shown; 1-1/2" x 1-1/2" x 1/4" aluminum angle frame and legs with 1-1/2" fibergrate insert for tread as shown;

***Our price for the above listed materials + labor is: \$ 845.00***

***8-5/8% NYS Sales Tax:***

***0***

***Total Cost:***

***\$ 845.00***

(Eight Hundred and forty-five dollars and 00/100 cents)

**Terms: Purchase Order with signed proposal; Invoice-net 30;**

**Our price is exclusive of the following: No finish; No powder coating; No installation; No hardware;**

**No NYS Sales Tax – project is tax exempt;**

\_\_\_\_\_  
**Maureen Murray, Corporate Secretary  
FORMAC WELDING INC.**

Note: This proposal may be withdrawn by us if not accepted within 14 days. Acceptance of this proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

\_\_\_\_\_  
**Authorized Signature**

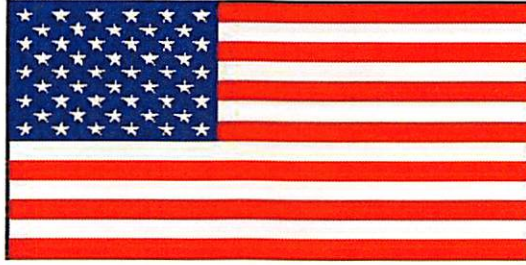
\_\_\_\_\_  
**Maureen Murray, Corporate Secretary  
FORMAC WELDING INC.**

\_\_\_\_\_  
**Date of Acceptance**

\_\_\_\_\_  
**Date of Acceptance**

# Sims Steel Corp

650 Muncy Avenue  
Lindenhurst, NY 11757  
P:631-587-8670  
F:631-587-2077



## Quote

**187611**

10/22/2024

Page 1 of 1

Bill To  
SCWA - ACCTS PAYABLE  
P.O. BOX 38

Ship To  
Jason White

OAKDALE, NY 11769

Bayshore,

(631) 563-0216

Fax (631) 218-1161

PO #	Terms	Ship Via	Customer ID	Salesperson
	NET 30		LK COUNTY WATER AUTH	DENIS

Qty	UofM	Description	Price	U of M	Ext Price
15	PC	Aluminum generator entry steps X 12" X 36" Made to print	\$748.00	PC	\$11,220.00

The above material(s), price(s), and specification(s) have been reviewed and approved by the customer. Any revision(s) needed after signing this quote will be at the customers' expense.

Quote pricing only valid for 15 days. All returns are subject to a 50% restocking fee. Special and custom orders are non-refundable and non-returnable.

Subtotal \$11,220.00

Freight \$0.00

Tax \$0.00

Total **\$11,220.00**

Signature \_\_\_\_\_ Date \_\_\_\_\_

**SUFFOLK COUNTY WATER AUTHORITY**  
**Oakdale, Long Island, New York**  
**INTEROFFICE CORRESPONDENCE**

**DATE:** November 12, 2024  
**TO:** Jeffrey W. Szabo, CEO  
**FROM:** Timothy J. Kilcommons, P.E., Chief Engineer  
**SUBJECT:** Survey Equipment Procurement



The Engineering Department seeks approval from the Board to spend \$39,795.30 on a new robotic total station and survey grade GPS base station. This system is being requested to bolster the capabilities and productivity of our survey department while also all promoting greater integration between the Engineering and GIS Departments.

The robotic total station is a Leica TS16 and the GPS base station is a Carlson BRx7 Smart Antenna. These new units work in conjunction with the Carlson BRx7 rover, RT4 Tablet Data Collector and associated equipment that our survey team currently utilizes.

Please note that all vendor requests were for the equipment package listed above. Only one vendor quoted us with the specific equipment; the others provided alternates at higher prices.

Our survey team contacted the following dealers for pricing:

<u>Vendor</u>	<u>Total</u>
Transit and Level Clinic	\$ 39,795.30
Maine Technical Source	\$ 45,704.80 (Alternate Equip.)
Allen Precision Equipment Inc.	\$ 52,417.66 (Alternate Equip.)
Surveyor Exchange Co., Inc.	No Quote Provided
Surveyors Source	No Quote Provided

Our department has analyzed the supplier options & prices and recommends procuring this equipment through Transit and Level Clinic. Transit and Level Clinic is the lowest quote and are a respected regional vendor who can provide the added benefit of local support for the equipment without the necessity of mailing out the unit should any problems arise. Additionally, Transit and Level Clinic provides loaner equipment during equipment service/repairs to ensure continuity of team capabilities, minimizing down time.

It should be noted that the survey team supports Engineering department projects as well as the Legal and Construction Maintenance departments. The budgetary funding for this equipment was not anticipated in the FY25 capital budget for Engineering but will be paid from money budgeted to Construction Maintenance as they have equipment that will not be purchased this fiscal year.

TJK:ps

cc: J. Pokorny, P.E. \_\_\_\_\_, Approved  
P. Schembri, P.E.  
J. Milazzo



Invoicing Address:  
 Suffolk Water Authority  
 4060 Sunrise Hwy ☎ +1 516-721-9243  
 Oakdale NY 11769  
 United States

Suffolk Water Authority, Adam Radzaj  
 4060 Sunrise Hwy  
 Oakdale NY 11769  
 United States

Shipping Address:  
 Suffolk Water Authority, Adam Radzaj  
 4060 Sunrise Hwy  
 Oakdale NY 11769  
 United States

## Quotation # S00744

Quotation Date:  
 09/24/2024

Expiration:  
 10/24/2024

Salesperson:  
 Kevin Coyle

ITEM	QUANTITY	UNIT PRICE	DISC. %	AMOUNT
<b>Robotic Total Station Package:</b>				
[917448] Leica TS16 Robotic Total Station (Leica TS16P 3" R500 Robotic Total Station)	1.00 Units	27,900.00	18.00	\$ 22,878.00
[827664] Leica TS16 Hardware Options (TS16 Geocom Robotics License)	1.00 Units	860.00	18.00	\$ 705.20
[827646] Leica Captivate, TS13/TS16/MS60 (Measure and Stakeout)	1.00 Units	1,090.00	0.00	\$ 1,090.00
[922840] Leica RH18 RadioHandle	1.00 Units	1,650.00	18.00	\$ 1,353.00
[777508] Leica GDF321 Tribrach w/o Optical Plummet	1.00 Units	410.00	18.00	\$ 336.20
[799185] Leica GKL311 Single Charger	1.00 Units	295.00	18.00	\$ 241.90
[971702] Leica GEB223 Battery	2.00 Units	365.00	18.00	\$ 598.60
[754384] Leica GRZ122 360 Reflector with 5/8" Thread Adapter	1.00 Units	2,050.00	18.00	\$ 1,681.00
[90550] Crain Trimax Tripod, Quick Lock	1.00 Units	380.00	18.00	\$ 311.60
<b>Subtotal</b>				<b>\$ 29,195.50</b>
<b>Data Collector Package:</b>				
[6607.999.606] Carlson SurvPC 7.x Upgrade from 6.x	1.00 Units	395.00	18.00	\$ 323.90
[6607.002.000] Carlson SurvPC Software V. 7.xx (SurvPC RTS 7.xx)	1.00 Units	500.00	18.00	\$ 410.00



Transit and Level Clinic  
 201 Towerview Court  
 Cary, NC 27513  
 United States

[6607.006.000] Carlson SurvPC Software V. 7.xx (SurvPC Hybird+)	1.00 Units	500.00	18.00	\$ 410.00
				<b>Subtotal</b> \$ 1,143.90
<b>GPS Package:</b>				
[8030.020.037] Carlson BRx7 Smart Antenna Kit	1.00 Units	12,995.00	18.00	\$ 10,655.90
Discount	1.00 Units	-1,200.00	0.00	\$ -1,200.00
				<b>Subtotal</b> \$ 9,455.90

Untaxed Amount	\$ 39,795.30
Taxes	\$ 0.00
<b>Total</b>	<b>\$ 39,795.30</b>

Terms & Conditions: <https://transit-and-level.odoo.com/terms>

# GNSS Base Station Justification

Due to recent outage of the NYS DOT correction service, we were unable to use our GNSS receiver in the area close to and east of Riverhead. To prevent this issue in the future, we recommend purchasing an additional GNSS receiver that can provide local corrections, reducing our reliance on the state DOT service.

## **Increased Survey Accuracy**

Using a dedicated base station would improve positional accuracy, especially in areas with poor RTN coverage or weak signals. Our own GNSS base station would provide consistent corrections, reducing reliance on external sources and ensuring the highest precision in all survey environments.

- **Cost Savings on RTN Subscriptions**

By deploying our own base, we would significantly reduce the need for annual RTN subscriptions. While the upfront cost of a GNSS base is higher, it would pay for itself over time, eliminating the recurring costs associated with RTN services.

- **Enhanced Reliability and Flexibility**

With a base GNSS receiver, we gain control over our surveying environment, allowing us to work in remote or isolated areas where RTN signals are unreliable or unavailable. The ability to create our own local correction network ensures we maintain consistent performance regardless of location or network quality.

- **Increased Productivity**

Pairing our current rover with a base station would reduce setup times and the number of rechecks required due to accuracy concerns. The more reliable positioning will allow field teams to work faster and with greater confidence, leading to improved project timelines and reduced labor costs.

- **Future-Proofing Our Capabilities**

Investing in a base GNSS receiver now sets the stage for integrating more advanced surveying technologies, such as robotics or autonomous equipment. This flexibility positions our company for future growth while ensuring we stay competitive in an evolving market.



# Robotic Total Station Justification

## Productivity

**Single-Operator Functionality:** Unlike traditional total stations, an RTS requires only one person to operate. The instrument can automatically track and follow operator, eliminating the need for an assistant to hold prism pole, thus reducing labor costs

**Automation:** Robotic Total Stations can automate repetitive tasks like distance and angle measurement, speeding up workflows and reducing human error

## Costs savings over time

**Reduced Labor Costs:** Since RTS requires only one operator, it can significantly reduce labor costs over time. While the initial purchase might be higher, the savings in manpower can make up for it in the long run

**Reduced Project Time:** The efficiency of RTS can shorten project timelines, allowing for more projects to be completed within the same period

## Versatility

**Adaptable do different applications:**

Robotic total stations can be used for wide range of surveying tasks, including construction, land surveying and infrastructure development, making them a versatile tool for various projects.

**Integration with other technologies:**

RTS come equipped with software that can integrate programs and GIS systems, enhancing their usefulness across different industries.

## Long-term investment

**Durability:** Many modern robotic total stations are designed for use in harsh environments, ensuring long-term durability and reliability

## Safety

**Reduced on-site risks:** Because only one operator is needed, there's less foot traffic in hazardous zones. This reduces the likelihood of accidents or injuries on busy construction sites or challenging terrains.

## Leica Equipment Upsides

Leica Geosystems is a well-respected brand in the surveying industry, known for its high-quality, innovative equipment. Here are several compelling arguments for purchasing Leica survey equipment:

### 1. Superior Accuracy and Precision

- **High-End Optics and Sensors:** Leica survey equipment is renowned for its precise optics and advanced sensor technology, which ensure highly accurate measurements even in challenging environments.
- **Long-Range Measurement Capability:** Leica instruments typically have a longer range for both prism-based and reflectorless measurements, which allows for greater flexibility in different survey environments.

### 2. Advanced Technology and Innovation

- **Integration with GNSS and Total Stations:** Leica offers seamless integration between its GNSS receivers and total stations, allowing for hybrid positioning solutions that improve accuracy and workflow efficiency.
- **Smart Technologies:** Leica is at the forefront of innovation with technologies like the Leica iCON and Captivate software platforms, which improve data capture, processing, and visualization.
- **Real-Time Connectivity:** Leica's equipment supports real-time data sharing, integration with cloud services, and mobile device connectivity, making it easier to collaborate and manage projects remotely.

### 3. Reliability and Durability

- **Built for Harsh Conditions:** Leica equipment is designed to withstand tough environmental conditions, including extreme temperatures, dust, and moisture. This reliability ensures long-term usability in various field conditions.
- **Longevity:** Leica has a reputation for manufacturing durable, long-lasting equipment, which reduces the frequency of replacements or repairs, ultimately saving costs in the long run.

### 4. Comprehensive Product Range

- **Wide Variety of Solutions:** Leica offers a broad range of products including GNSS systems, robotic total stations, laser scanners, and levels. This comprehensive

product range allows companies to source all their surveying needs from one trusted brand.

- **Specialized Solutions:** Leica provides industry-specific solutions tailored for construction, mining, agriculture, and more, ensuring that their equipment meets the specific needs of your projects.

## 5. Ease of Use and User-Friendly Software

- **Intuitive Interfaces:** Leica's survey equipment often features easy-to-use interfaces with touchscreens, making it accessible for operators of varying skill levels.
- **Streamlined Workflow:** Their proprietary software (e.g., Leica Infinity, Leica Captivate, and iCON) is designed to streamline workflows, reduce errors, and speed up data processing.
- **Real-Time Feedback:** Leica's equipment offers real-time feedback to help surveyors make adjustments in the field, increasing productivity and reducing post-survey corrections.

## 6. Global Support and Training

- **Comprehensive Support:** Leica offers global customer support and maintenance services, ensuring that help is available whenever it's needed.
- **Service and Maintenance:** Leica Geosystems offers maintenance programs and calibration services, helping extend the life of your equipment and ensuring that it stays in top working condition.

## 8. Reputation and Trust

- **Industry Leader:** Leica has a long-standing reputation for excellence in the surveying and geospatial industry, trusted by professionals worldwide. Their products are often considered the gold standard for accuracy, reliability, and innovation.
- **Strong Resale Value:** Leica equipment tends to retain its value over time, making it a good investment that can be resold if necessary.

## 9. Sustainability

- **Commitment to Environmental Responsibility:** Leica Geosystems is dedicated to sustainable practices in the development and manufacturing of its products, which can be an important factor for companies with sustainability goals.

## 10. Investment in Future Technology

- **Continued Innovation:** Leica Geosystems continues to invest in R&D, ensuring that their equipment is always at the cutting edge of technology. This means that purchasing Leica equipment positions you to take advantage of future technological advancements.

Leica survey equipment is a reliable, innovative, and precise option that supports a wide variety of surveying tasks across different industries. It's a trusted investment for professionals looking for high-performance, durable, and future-proof solutions.

# SUFFOLK COUNTY WATER AUTHORITY

## INTEROFFICE CORRESPONDENCE

**DATE:** December 18, 2024

**TO:** Chairman/Board Members

**FROM:** Jeff Szabo, Chief Executive Officer

**SUBJECT:** Transportation, Fiscal Year 2025 Blanket Purchase Orders – Amendment

**AWARD:** Sprague - Reallocation of \$400,000  
Portsmouth, New Hampshire

The Transportation Department seeks approval to substitute Sprague for Global Montello as the Authority's supplier of diesel fuel in same amount of \$400,000. The reason for this change is due to Global Montello no longer providing diesel fuel within Suffolk County.

Firm	Amount	Municipal/Cooperative Agreement
Sprague (Diesel Fuel)	\$ 400,000.00	New York State Contract PC70538

Please have the Board consider authorizing issuing the Blanket Authorization Amendment.

Reviewed by:

D. Mancuso, Deputy CEO for Administration      –  
J. Kleinman, Director of General Services      –

Purchasing Clerk: J. Costa  
Purchasing Agent: S. Blevins



## Office of General Services Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | [customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov) | 518-474-6717

# Contract Award Notification Update

## Subject: Awarded Contractor Information & How to Use Renewable Diesel (HDRD95B5)

DATE: December 9, 2024

AWARD #: [23343](#)

GROUP #: 05602

AWARD DESCRIPTION: Ultra-Low Sulfur Diesel & Biodiesel Fuel (Renewable Diesel)  
(On-Road Use Only) (Statewide)

CONTRACT PERIOD: November 21, 2024 – August 20, 2026

CONTACT: Sandra Fernandes | 518-473-2545 | [Sandra.fernandes@ogs.ny.gov](mailto:Sandra.fernandes@ogs.ny.gov)

CONTRACT NO.:	PC70532	CONTRACTOR:	Buell Fuel, LLC
	PC70533		Global Montello Group Corp.
	PC70534		Goetz Energy Corp dba Kurk Fuel Company
	PC70535		Mirabito Holdings Inc. dba Mirabito Energy Products
	PC70536		MX Petroleum Corp.
	PC70537		NOCO Energy Corp
	PC70538		Sprague Operating Resources LLC

Please be advised that the How to Use document for Renewable Diesel (HDRD95B5) has been updated.

A reminder that those Authorized Users who submitted filed requirements are obligated to purchase their required ULSD/Biodiesel fuel from the vendor that is awarded a contract for the fuel type and delivery location for which filed requirements were submitted. Also note, those Authorized Users who submitted filed requirements may not enter into any other contract for awarded fuel types during the full contract period.

Below is the list of awarded contractors per diesel fuel type for your convenience.

Contract Number	Contractor	County	Fuel type
PC70532	Buell Fuel, LLC	Albany	ULSD 2D Regular
		Albany	ULSD 2D Premium
		Broome	ULSD 2D BIO (B5)
		Broome	ULSD 2D BIO (B10)
		Chemung	ULSD 2D BIO (B5)
		Chenango	ULSD 2D Regular
		Chenango	ULSD 2D BIO (B5)
		Cortland	ULSD 2D BIO (B5)
		Delaware	ULSD 2D BIO (B5)
		Hamilton	ULSD 2D Regular
		Herkimer	ULSD 2D Premium
		Madison	ULSD 2D BIO (B5)
		Oneida	ULSD 2D Premium
		Oneida	ULSD 2D BIO (B5)

PC70532	Buell Fuel, LLC (cont.)	Onondaga	ULSD 2D BIO (B5)
		Onondaga	ULSD 2D BIO (B10)
		Oswego	ULSD 2D Regular
		Oswego	ULSD 2D Premium
		Oswego	ULSD 2D BIO (B5)
		Rensselaer	ULSD 2D Regular
		Schuyler	ULSD 2D BIO (B5)
		Tompkins	ULSD 2D BIO (B5)
PC70533	Global Montello Group Corp	Albany	HDRD95B5
		Columbia	HDRD95B5
		Dutchess	HDRD95B5
		Fulton	HDRD95B5
		Greene	HDRD95B5
		Montgomery	HDRD95B5
		Orange	HDRD95B5
		Putnam	HDRD95B5
		Rensselaer	HDRD95B5
		Rockland	ULSD 2D Regular
		Rockland	ULSD 2D Premium
		Rockland	ULSD 2D BIO (B5)
		Rockland	HDRD95B5
		Saratoga	HDRD95B5
		Schenectady	HDRD95B5
		Sullivan	ULSD 2D BIO (B5)
		Sullivan	HDRD95B5
		Ulster	HDRD95B5
		Warren	HDRD95B5
		Washington	HDRD95B5
		Westchester	HDRD95B5
PC70534	Goetz Energy Corp dba Kurk Fuel Company	Erie	ULSD 2D BIO (B5)
		Niagara	ULSD 2D BIO (B5)
PC70535	Mirabito Holdings, Inc. dba Mirabito Energy Products	Allegany	ULSD 2D Regular
		Allegany	ULSD 2D BIO (B5)
		Broome	ULSD 2D Regular
		Broome	ULSD 2D Premium
		Cayuga	ULSD 2D Regular
		Chemung	ULSD 2D Regular
		Clinton	ULSD 2D Premium
		Clinton	ULSD 2D BIO (B5)
		Cortland	ULSD 2D Regular
		Delaware	ULSD 2D Regular
		Essex	ULSD 2D Premium
		Genesee	ULSD 2D Regular
		Genesee	ULSD 2D BIO (B5)
		Genesee	ULSD 2D BIO (B10)
		Herkimer	ULSD 2D Regular
		Jefferson	ULSD 2D Regular
		Jefferson	ULSD 2D Premium
		Lewis	ULSD 2D Regular
		Lewis	ULSD 2D Premium
		Livingston	ULSD 2D Regular
		Livingston	ULSD 2D Premium
		Livingston	ULSD 2D BIO (B5)

PC70535	Mirabito Holdings, Inc. dba Mirabito Energy Products (cont.)	Livingston	ULSD 2D BIO (B10)
		Madison	ULSD 2D Regular
		Monroe	ULSD 2D Regular
		Monroe	ULSD 2D BIO (B5)
		Oneida	ULSD 2D Regular
		Onondaga	ULSD 2D Regular
		Onondaga	ULSD 2D Premium
		Ontario	ULSD 2D Regular
		Orleans	ULSD 2D Regular
		Orleans	ULSD 2D BIO (B5)
		Otsego	ULSD 2D Regular
		Otsego	ULSD 2D BIO (B5)
		Otsego	ULSD 2D BIO (B10)
		Schuyler	ULSD 2D Regular
		Seneca	ULSD 2D BIO (B5)
		St. Lawrence	ULSD 2D BIO (B10)
		Steuben	ULSD 2D Regular
		Steuben	ULSD 2D BIO (B20)
		Sullivan	ULSD 2D Regular
		Sullivan	ULSD 2D Premium
		Tioga	ULSD 2D Regular
		Tompkins	ULSD 2D Regular
		Tompkins	ULSD 2D Premium
		Ulster	ULSD 2D Regular
		Wayne	ULSD 2D Regular
		Wayne	ULSD 2D Premium
		Wyoming	ULSD 2D Regular
		Wyoming	ULSD 2D BIO (B5)
		Yates	ULSD 2D Regular
PC70536	MX Petroleum Corp	Clinton	ULSD 2D Regular
		Essex	ULSD 2D Regular
		Franklin	ULSD 2D Regular
		St. Lawrence	ULSD 2D Regular
PC70537	NOCO Energy Corp	Cattaraugus	ULSD 2D Regular
		Cattaraugus	ULSD 2D Premium
		Cayuga	ULSD 2D BIO (B5)
		Chautauqua	ULSD 2D Regular
		Chautauqua	ULSD 2D Premium
		Chautauqua	ULSD 2D BIO (B5)
		Erie	ULSD 2D Regular
		Erie	ULSD 2D Premium
		Monroe	ULSD 2D Premium
		Niagara	ULSD 2D Regular
		Niagara	ULSD 2D Premium
		Ontario	ULSD 2D Premium
		Orleans	ULSD 2D Premium
		Schenectady	ULSD 2D Regular
		Schenectady	ULSD 2D Premium
		Seneca	ULSD 2D Regular
		Seneca	ULSD 2D Premium
		Steuben	ULSD 2D Premium
PC70538	Sprague Operating Resources LLC	Albany	ULSD 2D BIO (B5)



PC70538	Sprague Operating Resources LLC (cont.)	Albany	HDRD95B5
		Bronx	ULSD 2D BIO (B5)
		Bronx	HDRD95B5
		Columbia	ULSD 2D Regular
		Columbia	ULSD 2D BIO (B5)
		Columbia	HDRD95B5
		Dutchess	ULSD 2D Regular
		Dutchess	ULSD 2D Premium
		Dutchess	ULSD 2D BIO (B5)
		Dutchess	ULSD 2D BIO (B10)
		Dutchess	HDRD95B5
		Franklin	ULSD 2D BIO (B5)
		Franklin	HDRD95B5
		Fulton	ULSD 2D Regular
		Fulton	HDRD95B5
		Green	HDRD95B5
		Greene	ULSD 2D Regular
		Greene	ULSD 2D BIO (B5)
		Kings	ULSD 2D Regular
		Kings	HDRD95B5
		Montgomery	ULSD 2D Regular
		Montgomery	HDRD95B5
		Nassau	ULSD 2D Regular
		Nassau	ULSD 2D Premium
		Nassau	ULSD 2D BIO (B5)
		Nassau	ULSD 2D BIO (B10)
		Nassau	HDRD95B5
		New York	ULSD 2D BIO (B5)
		New York	HDRD95B5
		Orange	ULSD 2D Regular
		Orange	ULSD 2D Premium
		Orange	ULSD 2D BIO (B10)
		Orange	HDRD95B5
		Putnam	ULSD 2D Regular
		Putnam	ULSD 2D Premium
		Putnam	HDRD95B5
		Queens	ULSD 2D Regular
		Queens	HDRD95B5
		Rensselaer	ULSD 2D BIO (B10)
		Rensselaer	HDRD95B5
		Richmond	ULSD 2D Regular
		Richmond	HDRD95B5
		Rockland	HDRD95B5
		Saratoga	ULSD 2D Regular
		Saratoga	ULSD 2D Premium
		Saratoga	HDRD95B5
		Schenectady	ULSD 2D BIO (B5)
		Schenectady	HDRD95B5
		Schoharie	ULSD 2D Regular
		Schoharie	ULSD 2D Premium
		Schoharie	HDRD95B5
		Suffolk	ULSD 2D Regular

PC70538	Sprague Operating Resources LLC (cont.)	Suffolk	ULSD 2D Premium
		Suffolk	ULSD 2D BIO (B5)
		Suffolk	ULSD 2D BIO (B10)
		Suffolk	HDRD95B5
		Ulster	ULSD 2D Premium
		Ulster	ULSD 2D BIO (B5)
		Ulster	ULSD 2D BIO (B10)
		Ulster	HDRD95B5
		Warren	ULSD 2D Regular
		Warren	ULSD 2D Premium
		Warren	HDRD95B5
		Washington	ULSD 2D Regular
		Washington	ULSD 2D Premium
		Washington	HDRD95B5
		Westchester	ULSD 2D Regular
		Westchester	ULSD 2D Premium
		Westchester	ULSD 2D BIO (B5)
		Westchester	ULSD 2D BIO (B10)
		Westchester	ULSD 2D BIO (B20)
		Westchester	HDRD95B5

All other terms and conditions of the contract(s) remain unchanged.

**SUFFOLK COUNTY WATER AUTHORITY**  
**Oakdale, Long Island, New York**

**INTEROFFICE      CORRESPONDENCE**

**DATE:** December 9, 2024

**TO:** Jeffrey Szabo, CEO

**FROM:** Timothy J. Kilcommons, P.E., Chief Engineer/Director of R&D

**SUBJECT:** VEGA Radar Sensor



SCWA has 13 AOP treatment Systems in service that currently use day tanks to store smaller quantities of hydrogen peroxide (H<sub>2</sub>O<sub>2</sub>). One component of the day tanks is an ultrasonic level sensor that measures the level of H<sub>2</sub>O<sub>2</sub>. The ultrasonic level sensors have proven to be unreliable in this application. The ultrasonic level sensor is susceptible to turbulence, and off-gassing from the 50% H<sub>2</sub>O<sub>2</sub>. Additionally, once the level reached is close to 80% or within an area near the "deadband" (a level below the sensor that it cannot read) the sensor automatically fails to 100%, which locks out the transfer pump forcing operators to place the panel in bypass, overriding all safety relays. Given the importance of these level sensors and the need for reliable AOP system operation, it will be necessary to replace the ultrasonic level sensors with a sensor that is reliable and repeatable. We recently piloted the use of a VEGA radar sensor in a peroxide day tank at Middleville Rd. and in the clear well at Oak Beach and it performed very well. Based upon this experience, we would like to proceed with replacing the sensors in our AOP H<sub>2</sub>O<sub>2</sub> day tanks. We have concluded that the VEGAPULS C 11 Radar Sensor is the best level sensor for this application. It is not susceptible to influence from off-gassing or turbulence. Additionally, it tracks reliably all the way to 100% and does not have a deadband. In terms of price point, radar sensors are very similar to ultrasonic sensors and use superior technology.

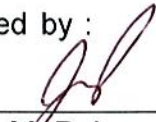
Our purchasing department solicited pricing for the VEGA Radar Sensors. The quotes received were as follows:

	VEGA	Control by Web	Automation 24
Cost	\$8,501.28	\$8,738.18	\$9,828.00
Address	3877 Mason Research Pkwy Mason, OH	1681 West 2960 South Nibley, UT	3600 Horizon Drive, Suite 110 King of Prussia, PA

Vega has offered SCWA a discount of almost 15% since we will be buying this order in bulk. The overall savings is \$1,326.72. The quote is for 12 radar sensors. This will allow us to replace all peroxide day tank ultrasonic sensors currently in use. The radar sensors will be installed by Production Control. The total cost of the 12 sensors is 12 x \$708.44 = \$8,501.28. VEGA is not only the most cost effective, but also provides onsite assistance for startup and troubleshooting.

If this meets with your approval, please place this on the agenda for Board approval at their December 2024 meeting. If you have any further questions regarding the above, please contact me.

Approved by :

  
\_\_\_\_\_  
Joseph M. Pokorny, P.E.  
Deputy CEO for Operations

12/9/24  
Date

Quote No. 4184602/0



VEGA Americas, Inc. \*3877 Mason Research Pkwy\* Mason \* OH 45036 \* USA

Suffolk County Water Authority  
Ms. Daria Zeman  
Engineering  
3525 Sunrise Highway  
Great River NY 11769

Technical Specialist: Colby Turner  
Phone: 513-272-7499  
E-mail: c.turner@vega.com  
Date: 11/26/24  
Quote Validity: 01/25/25

Customer Reference: RFQ C11

The total for this quotation, not including shipping and handling, is \$ 8,501.28.

The lead time for the equipment is number Two (2) Weeks

***\*All sales are final. The Buyer assumes responsibility for ensuring all specifications outlined below are correct for the Buyer's intended application.\****

***\*\*VEGA remains committed to delivering our products on-time whenever possible. However, ongoing challenges to the global supply chain may lead to delays in quoted delivery dates.\*\****

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VEGA Americas, Inc.  
3877 Mason Research Pkwy  
Mason, OH 45036  
USA

Tel 513 272 0131  
Fax 513 272 0133  
americas@vega.com  
www.vega.com

US Remit to Address:  
VEGA Americas, Inc.  
PO Box 640162  
Cincinnati, OH 45264-0162  
US Bank  
SWIFT No: USBKUS44IMT  
ABA Routing No#042000013  
Account NO#621710100

Canadian Funds Remit To:  
VEGA Americas, Inc.  
Account #: 1002823  
Transit #: 01014, Bank #: 0003  
Wire Transfer:  
Royal Bank of Canada  
180 Wellington St. W  
Toronto, ON M5J 1J1  
SWIFT: ROYCCAT2

Euro Funds Remit To:  
VEGA Americas, Inc.

Financial Institution - US Bank National  
Association

SWIFT No: USBKUS44IMT  
Account No: 0300455948099

Quote No. 4184602/0



Pos.	Quantity	Instrument Type	Unit Price USD	Total Price USD
1	12	VEGAPULS C 11 <b>Order Code: RA - 222 228</b> <b>Wired radar sensor for continuous level measurement</b> Axial cable outlet, 4 ... 20 mA output, measuring range up to 10 m, accuracy ±5 mm, PVC cable with 10 m length  Application area VEGAPULS C 11 is the ideal sensor for non-contact level measurement in simple applications where a high degree of protection is required. It is particularly suitable for use in water treatment, pumping stations, rain overflow basins and level monitoring. In bulk solids the sensors are used in small bulk solids silos or open containers.  Your benefit - Maintenance-free operation due to non-contact 80 GHz radar technology - Exact measurement results independent of medium, process and environmental conditions - Cost-effective radar sensor for simple measurement tasks - Comfortable wireless setup and diagnostics with smartphone  Thread process side / Cable side : N : Thread 1½NPT / 1NPT Approval according to c-CSA-us : No Bluetooth operation : B : with Customs tariff number (HS code) : 90318080	708.44	8,501.28
Value of Goods Net USD:				8,501.28

**Contact Information:**

**Local Sales Contact**      **Dedrick Johnson**  
Phone: 609 235 8947  
E-mail: d.johnson@vega.com

**Technical Specialist**      **Colby Turner**  
Phone: 513-272-7499  
E-mail: c.turner@vega.com

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VEGA Americas, Inc.  
3877 Mason Research Pkwy  
Mason, OH 45036  
USA

Tel 513 272 0131  
Fax 513 272 0133  
americas@vega.com  
www.vega.com

US Remit to Address:  
VEGA Americas, Inc.  
PO Box 640162  
Cincinnati, OH 45264-0162  
US Bank  
SWIFT No: USBKUS44INT  
ABA Routing No: 042000013  
Account NO: 821710100

Canadian Funds Remit To:  
VEGA Americas, Inc.  
Account #: 1002823  
Transit #: 01014, Bank #: 0003  
Wire Transfer:  
Royal Bank of Canada  
180 Wellington St. W  
Toronto, ON M5J 1J1  
SWIFT: ROYCCAT2

Euro Funds Remit To:  
VEGA Americas, Inc.  
  
Financial Institution - US Bank National  
Association  
  
SWIFT No: USBKUS44INT  
Account No: 0300455948099

Quote No. 4184602/0

VEGA HOME  
OF VALUES

VEGA YOUR TRUSTED PRESSURE & LEVEL SUPPLIER

## Pressure sensors for any measurement challenge

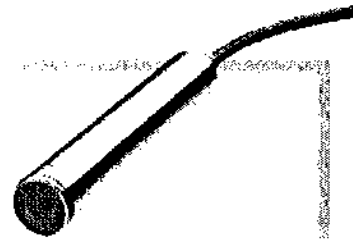
Level, Flow, Density, and More!



VEGABAR 82 with  
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Unless otherwise agreed upon between VEGA Americas and the buyer, VEGA Americas standard terms and conditions will apply for all purchase orders. VEGA Americas' standard terms and conditions can be found on our website at [VEGA.com](http://VEGA.com).

Please submit all purchase orders to [<orders.us@vega.com>](mailto:orders.us@vega.com)

## Pressure sensors for any measurement challenge

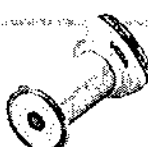
Level, Flow, Density, and More!



VEGABAR 16/19



VEGABAR 20/29



VEGABAR 38/39

All sensors come with switching function and either a metallic or ceramic measuring cell

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- Page 3/3 -

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Cincinnati, OH 45264-0162  
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ABA Routing No: 042000013  
Account No: 821710100

Canadian Funds Remit To:  
VEGA Americas, Inc.  
Account #: 1002823  
Transit #: 01014, Bank #: 0003  
Wire Transfer:  
Royal Bank of Canada  
180 Wellington St. W  
Toronto, ON M5J 1J1  
SWIFT: ROYCCAT2

Euro Funds Remit To:  
VEGA Americas, Inc.

Financial Institution - US Bank National  
Association

SWIFT No: USBKUS44IMT  
Account No: 0300455948099

**SUFFOLK COUNTY WATER AUTHORITY**  
**Oakdale, Long Island, New York**

**INTEROFFICE CORRESPONDENCE**

**DATE:** December 9, 2024  
**TO:** Jeff Szabo, CEO  
**FROM:** Steven Galante, Director of IT  
**SUBJECT:** *SAP License and Support Maintenance Agreement*

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IT is requesting the Board's approval for the renewal of the license and support maintenance agreement for the SAP software, which expires on December 31, 2024. This agreement covers all 285 licenses, including payroll tax licenses, software upgrades and corrections, critical security patches, remote support, and industry-specific program modifications.

The proposed renewal is for a one-year term at a cost of \$473,003.56 with SAP Industries, Inc., headquartered in Newtown Square, PA. This represents a 4.64% increase from last year's cost.

I recommend proceeding with this renewal to ensure operational stability, continued access to critical updates and support, and overall cost-effectiveness for the organization.

Thank you for your consideration.

## SUFFOLK COUNTY WATER AUTHORITY

### INTEROFFICE CORRESPONDENCE

**DATE:** December 10, 2024

**TO:** Chairman/Board Members

**FROM:** Jeff Szabo, Chief Executive Officer

**SUBJECT:** Laboratory, Thermo Electron Preventative Maintenance Services for Two IC systems

**AWARD:** Thermo Electron North America LLC, \$21,404  
West Palm Beach, Florida

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The Suffolk County Water Authority utilizes ion chromatographs with conductivity detection for the analysis of anions in water. There are three main components to each system. The conductivity detector, a robotic autosampler, and an ion chromatography system.

Thermo Electron manufactured this scientific instrument. The Laboratory seeks to purchase a Preventive Maintenance Services contract to for maintenance and preventative services for the equipment.

Preventive Maintenance services provide assurance of uninterrupted operation. It can result in uncovering hidden issues that can be addressed immediately. It improves performance with enhanced sensitivity precision, better efficiency, and less rework.

Thermo Electron is the original manufacturer of the system, its components, and the consumable parts to keep the two Integrion systems functioning. Thermo Electron is the preferred vendor for the maintenance contract. This is a one-year agreement for two systems. The agreement would be effective for a period of March 1, 2025, to February 28, 2026. The agreement is subject to review and approval by the Legal department.

Laboratory recommends awarding Thermo Electron in the amount of \$21,404, provided Thermo Electron conforms with the Authority's terms and conditions, subject to Legal's approval.

In the current fiscal year 2025, Thermo Electron North America LLC has been paid \$32,045.

**Please have the Board select Thermo Electron North America LLC as the vendor of the maintenance contract in the amount of \$21,404.**

Reviewed by:

T. Schneider, Laboratory Director



## Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50  
West Palm Beach, FL 33407-1976

SERVICE PLAN QUOTATION	
QUOTATION Number:	22178619 /
Coverage Start Date:	March 01, 2025
Coverage End Date:	February 28, 2026
Quotation Expires:	March 01, 2025

CHRISTINE STEEL  
SUFFOLK COUNTY WATER AUTHORITY  
260 MOTOR PKWY  
HAUPPAUGE NY 11788

**Phone:** 631-218-1117

**Fax:**

**Email:** CHRISTINE.STEEL@SCWA.COM

Dear CHRISTINE STEEL,

Thank you for being a valued Thermo Fisher Scientific customer. The current coverage for your instrumentation will expire in the coming months.

The following details a Service Plan that will help you gain the greatest value from your technology investment.

Some key benefits of purchasing a Service Plan for your instrument may include:

- ~ 50% faster onsite response time with 30-40% reduced downtime compared to billable customers
- ~ 35% remote resolution of issues with exclusive access to enhanced technical support with digital remote support tools
- ~ Priority access to more than 2,000 field service professionals with an average of 18 years' experience

I ask that you please review the following proposal. If you wish to purchase the Service Plan, please forward the following via email (preferred) or fax to my attention:

- ~ A signed copy of the proposal
- ~ A copy of the respective Purchase Order
  - Ensuring the PO reflects Thermo Electron North America LLC as the vendor/supplier
  - Referencing this proposal number on the PO

Please review the Equipment Location Summary at the end of the proposal to ensure accuracy. For any questions or revisions, please contact me.

On behalf of our team, thank you for choosing Thermo Fisher to be your preferred service provider.

Sincerely,

JOHN HERR,  
Tel #: 608-819-5734  
Email: JOHN.HERR@THERMOFISHER.COM

# Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50  
West Palm Beach, FL 33407-1976

SERVICE PLAN QUOTATION	
QUOTATION Number:	22178619 /
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CHRISTINE STEEL  
SUFFOLK COUNTY WATER AUTHORITY  
260 MOTOR PKWY  
HAUPPAUGE NY 11788

Phone: 631-218-1117

Fax:

Email: CHRISTINE.STEEL@SCWA.COM

Customer agrees to make full payment within thirty days of invoice. Alternative payments are available at an additional finance fee. Prices shown on this sheet are exclusive of all state, local, use, excise and/or other taxes.

Material	Description	Serial Number	Price	
22153-60305 Coverage:	PROD,INTEGRION, RFIC, DEGAS, OVEN, TEC Essential Plan - Ion Chrom	17120556	7,733.00	USD
22153-60305 Coverage:	PROD,INTEGRION, RFIC, DEGAS, OVEN, TEC Essential Plan - Ion Chrom	17120557	7,733.00	USD
079656 Coverage:	AS-AP Autosampler Essential Plan - Ion Chrom	17120477	2,969.00	USD
079656 Coverage:	AS-AP Autosampler Essential Plan - Ion Chrom	17120484	2,969.00	USD
Service Plan Sub-Total			21,404.00	USD
Service Plan Total			21,404.00	USD

Thermo Fisher Scientific looks forward to providing service on those instruments specified above subject to the terms and conditions stated on the attached document. As an authorized representative of the Buyer, your signature below creates an Agreement to buy the services listed above and your acceptance of the Terms and Conditions on the following pages as the sole and exclusive terms for your purchase. If you have questions, please contact me.

Please be advised that our legal department's contract review policy does not allow for the review or acceptance of customer terms for Service Plan engagements below \$20,000. The rationale for this policy is to expedite the sales process and reduce the possibility of accepting onerous terms for low dollar value contracts. We are willing to entertain in good faith proposed edits to our standard terms if you are inclined to propose reasonable changes. As alternative to the exchange and review of edited commercial terms, we may agree to have neither party sign any terms and rely on the terms applied under the relevant version of the Uniform Commercial Code.

## ACCEPTANCE OF SERVICE PLAN

SUFFOLK COUNTY WATER AUTHORITY

Thermo Electron North America, LLC

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

PO Number \_\_\_\_\_

## Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50  
West Palm Beach, FL 33407-1976

SERVICE PLAN QUOTATION	
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CHRISTINE STEEL  
SUFFOLK COUNTY WATER AUTHORITY  
260 MOTOR PKWY  
HAUPPAUGE NY 11788

### UNITY LAB SERVICES ESSENTIAL SERVICE PLAN

#### Plan Features:

- ~ Field Service Engineer labor, travel, and parts required for Corrective Maintenance visits with a targeted response time of 3 business days
- ~ Priority status for technical support inquiries with a targeted immediate response time. A certified service engineer will conduct diagnosis and Corrective Maintenance procedures using the latest digital remote support tools
- ~ One (1) scheduled annual standard Preventive Maintenance visit (standard PM kit included)
- ~ Access to Unity Lab Services Online Knowledge Base
- ~ 10% discount on spare parts (not covered by corrective maintenance), accessories, and consumables for the instruments covered under this contract and during the effective period of this contract (please ask for the discount when contacting your local Thermo Fisher Scientific parts ordering department)
- ~ Software and firmware updates upon request and in conjunction with a scheduled Preventive Maintenance or Corrective Maintenance visit (updates are defined as changes of the existing software version that are intended to improve its performance)
- ~ 10% discount off list price for the training classes purchased during the contract validity period. May not be available in all locations or used in conjunction with any other discounts or promotions (please check availability with your local Thermo Fisher sales representative or customer service team)

#### Optional Add-on Services:

- ~ Purchase of an Operational Qualification (OQ) with this contract includes an Instrument Requalification (RQ) in conjunction with a scheduled Corrective Maintenance. Scope of RQ testing is defined in the Unity Lab Services Re-Qualification Testing Matrix
- ~ Purchase of an additional Preventive Maintenance with this contract available at a reduced price

(For details on plan exclusion please refer to [www.unitylabservices.com/contractexclusions](http://www.unitylabservices.com/contractexclusions))

# Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50  
West Palm Beach, FL 33407-1976

## TERMS AND CONDITIONS OF SALE FOR PRODUCTS AND SERVICES

1. **GENERAL.** Thermo Electron North America LLC ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products ("Products") and/or annual support plans ("Support Plan(s)") and billable services ("Technical Support") [Support Plans and Technical Support may be referred to collectively as "Services"] as listed on the face hereof on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein ("Agreement"). Any new or different provisions contained in any document issued by Buyer in response to this offer are expressly rejected; and if Buyer's response is deemed to be an offer, this document is a rejection of Buyer's offer and a counter offer by Seller and shall not constitute acceptance of any proposal by Buyer. Buyer's receipt of Products or Seller's commencement of Services hereunder will constitute Buyer's acceptance of this Agreement. This is the final, complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of Products and Services specified herein, which terms may not be altered in any way by Buyer's purchase order terms. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding upon Seller unless agreed in writing and signed by Seller. Seller's failure to object to additional or different terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein and all such proposals contained in Buyer's order are subject to acceptance in writing by an authorized representative of Seller.

2. **PRICE.** All prices published by Seller or Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products or Services will be as specified by Seller or, if no price has been specified or quoted, will be Seller's standard prices in effect at the time of shipment of Products or delivery of Services. With respect to multi-year support plans, annual support plan fees shall be subject to annual increase, such increase not to exceed to greater of (i) 5% or (ii) the percentage increase in the US Consumer Price Index (All Urban Consumers - Other goods and services, - Unadjusted) for the preceding calendar year. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions that are not part of Seller's original quotation. Unless otherwise stated in the quotation, the quoted rate for Technical Support includes Work Time, Travel Time and Standby Time in accordance with the following schedule and conditions; except that Technical Support requested without at least seven (7) days advanced notification shall be subject to airfare charges in addition to the Standard Rate.

(a) **Work Time:** shall include all hours that Seller's service personnel are on the Buyer's job site, either working or ready for work and shall be payable at the applicable specified rates.  
(b) **Travel Time:** shall include the time spent by Seller's service personnel in traveling between their customary headquarters and the Buyer's job site and in returning (including travel occurring on Saturdays, Sundays and holidays). Except as otherwise stated in the Services quotation, Travel Time will be invoiced per diem at the applicable Travel Zone rates in Seller's standard service list prices. Air travel and car hire related expenses will be charged in addition to the daily rate at cost plus a 10% administration fee.

(c) **Standby Time:** shall include the time that Seller agrees in writing, at its sole discretion, to reserve its service personnel to be ready to perform work for the Buyer, whether on the job site or not, up to a maximum of 8 hours a day, between the hours of 8:00 a.m. and 5:00 p.m., local standard time on Saturdays, Sundays and holidays. Standby Time shall be paid for at the special rates quoted by Seller at the time of Buyer's request or, if none, at the current Double Time Rate; and Standby Time preceded and/or followed by Work Time is cumulative in determining Overtime.

(d) **Standard Rate:** the Service rate quoted by Seller that shall be paid for time worked on a regular schedule of eight (8) hours per day, Monday through Friday (excluding Seller's holidays), between 8:00 a.m. and 5:00 p.m. local standard time.

(e) **Overtime Rate:** if applicable for the quoted Services, the rate of one and a half times the Standard Rate shall be paid for any time worked in excess of eight (8) hours or between the hours of 5:00 p.m. and 8:00 a.m. local standard time; but not exceeding sixteen (16) hours per day Monday through Friday, and for any time on Saturdays, not to exceed sixteen (16) hours. Overtime shall be billed in 30 minute blocks; or longer time blocks, if quoted by the Supplier.

(f) **Double Time Rate:** the rate of twice the Standard Rate shall be paid for time worked in excess of sixteen (16) hours per day, without a six (6) hour break, Monday through Friday, and for all time on Saturdays, Sundays and holidays. Holidays shall be those observed by Seller.

3. **TAXES AND OTHER CHARGES.** Prices for the Products and Services exclude all sales, use, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products or Services covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.

4. **TERMS OF PAYMENT.** Seller may invoice Buyer immediately for the single lump sum amount equal to the total charges for the initial Term of a Support Plan, upon shipment of Products or upon completion of Technical Support for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. International Technical Support may require payment in advance. Buyer will grant a security interest in the Products sold under this Agreement until payment of the full purchase price to Seller in accordance with Article 9-103 of Uniform Commercial Code-Secured Transactions. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at the greater of a periodic rate of one and one-half percent (1.5%) per month or the highest rate stipulated by applicable law, together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars unless otherwise specified in Seller's invoice.

5. **A. PRODUCT DELIVERY.** All Products will be shipped to the destination specified by Buyer, FCA (INCOTERMS 2010) at OEM shipping point or Seller's distribution facility, as applicable, which will vary depending on Product type and availability and may include points outside the United States (U.S.) (inquire for specific shipping point information). Notwithstanding specified INCOTERMS, Seller shall select carrier on Buyer's behalf and Seller agrees to arrange transportation of Products to Buyer's destination, and to act as the importer of record on behalf of Buyer to clear the Products through U.S. customs. All freight, taxes, duties and insurance, if any, charges shall be prepaid and added to Buyer's invoice. Seller may, at its election, make partial shipments of the Products and invoice each shipment separately. Seller reserves the right to withhold shipments in whole or in part and/or terminate any Services, if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. Seller's termination of Services will not relieve Buyer's obligation to pay all amounts due for Services provided by Seller prior to the termination date. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay.

5. **B. CANCELLATION OR CHANGES BY BUYER** If Buyer requests that Seller delay delivery of Products for any reason, Seller may place Products in storage at Buyer's risk and expense and for Buyer's account. Orders in process may be cancelled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without the prior written consent of Seller. Before returning any item, contact Seller's Order Administration Department for a Return Material Authorization (RMA) number at (800) 532-4752. Buyer may need to complete an RMA Form which includes a Hazard Free Form and/or Instrument Contamination Data Form. If authorized by Seller, Buyer must return items to Seller in their original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk if the item is lost or damaged in shipment. In addition, Seller reserves the right to charge the Buyer the list price for missing components or subassemblies when incomplete items are returned to Seller. Authorized returns of any unused items which are free from material defects to Seller, in its sole discretion, may be subject to a twenty percent (20%) restocking charge.

Requests by Buyer to delay, postpone or suspend on-site Services, due to no fault of Seller, shall be subject to Seller's ability to recall its service representatives and to cancel and/or reschedule of any of their travel arrangements; and provided that, Buyer pays any and all additional costs (including, Travel Time and expenses) incurred by Seller as a result of the Services being postponed or suspended by Buyer. Cancellation of scheduled Services may be subject to a cancellation fee of twenty percent (20%) if Seller is notified less than 7 business days prior to the scheduled date of service.

6. **DELIVERY OF SERVICES.** Except as otherwise stated on the face hereof, all Services will be provided by Seller or its agent between the hours of 8:00 a.m. and 5:00 p.m. local standard time, Monday through Friday, excluding Seller's holidays, either at Seller's principal offices or, at Seller's option, at Buyer's installation address. If Seller advises Buyer that Services should be performed at Seller's facility, Buyer will properly package the Products to prevent damage, clearly mark the RMA number on the outer packaging, and ship it, via postage/freight prepaid, to the address set forth on the face hereof or such different address as Seller may from time to time provide to Buyer. After Seller completes the Services, or has made a determination that the products are beyond repair, Seller may, at its option, either advise Buyer to scrap the Products or to have the Products shipped, postage/freight prepaid, back to Buyer's installation address stated on the quotation, or to such other address as Buyer requests. In the event Buyer requires expedited delivery, such delivery will be made at Buyer's expense. If Seller advises Buyer that Services should be performed at Buyer's site, Buyer will use its best efforts to provide Seller with all requested diagnostic information for any products requiring Services; and subject to compliance with Buyer's reasonable security requirements, will allow Seller free access to all relevant equipment, documentation and records. In addition, Buyer will cooperate with Seller's efforts to perform the Services and will provide such additional assistance as Seller may reasonably request. At the completion of the Services, Seller's representatives will provide Buyer with a field service report on which will be indicated the number of hours spent and the materials used in completing the work. Buyer's signature on the field service report will signify approval of the information in the report and Seller's satisfactory completion of the Services. If Buyer does not sign the report or provide written objection within five (5) business days after receipt, then the report will be deemed unequivocally approved and accepted by Buyer.

7. **TITLE AND RISK OF LOSS.** Notwithstanding the transport terms indicated above, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier at the time and place of shipment; provided, however, that title to any software incorporated within or forming a part of the Products will at all times remain with Seller or the licensor(s) thereof, as the case may be. All risk of loss or damage to Buyer's products being transported for Services shall remain with Buyer during shipment to and from the Buyer's site and during Seller's performance of Services hereunder.

8. **WARRANTIES.** Seller's sole obligation with respect to the Services is to provide the quoted Services in a workmanlike manner and if Buyer provides notice of defect in Service within ninety (90) days of completion of such Services, Seller will, at its sole option, either reperform the Services without charge to Buyer or grant Buyer a credit for the amount paid by Buyer with respect to such Service. Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the Product documentation, published specifications or package inserts (the "Warranty Period"). If a Warranty Period is not specified in Seller's Product documentation, published specifications, or package inserts, the Warranty Period for new instruments is twelve (12) months from the date of shipment to Buyer; and for all other Products is ninety (90) days from the date of shipment. During the Warranty Period, Seller agrees to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with Seller's published specifications; provided that Buyer (a) promptly notifies Seller in writing upon the discovery of any covered defect in the Products, including the Product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with an RMA number and services data, which may include biohazard decontamination procedures and other Product-specific handling instructions. Then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products will be made in accordance with the Delivery clause of this Agreement. Except for new consumable items manufactured and sold by Seller, this warranty expressly excludes all other consumable parts or components (e.g., bulbs, belts, cartridges, etc.) in the Products. If Seller elects to repair defective medical device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired.

Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller; but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections under the Warranty, in whole or in part, as the result of or with respect to: (a) use of the Products in a manner for which they were not designed; (b) improper storage and handling of the Products; (c) use of the Products in combination with equipment or software not supplied by Seller (d) shipping damage incurred en route to Buyer's site or because of moving equipment, in which case Seller will promptly provide a cost estimate for Technical Support to the consignee for filing claims to carriers for shipping damage; (e) flood, lightning, earthquake, tornado, hurricane or fire, bombing, armed conflict, malicious mischief, sabotage or other natural or man-made disasters; (f) normal wear and tear, physical abuse, misuse, sprinkler damage, electrical surge or abnormal power variation; (g) repairs, maintenance, or modifications made by anyone other than Seller trained personnel or without Seller's supervision and/or approval; (h) relocation and reinstallation of equipment; although upon request Seller will supervise the removing, crating, relocation and reinstallation of the Products at Seller's current Services rates; (i) maintenance or replacement of media (i.e., floppy disks, plotter supplies, etc.) whatever the reason for loss, failure or damage; (j) beta-site support; (k) operator training; or (l) repairing Product

# Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50  
West Palm Beach, FL 33407-1976

malfunctions if the fault is not with the equipment. If Seller determines that Products for which Buyer requested warranty services are not covered by this warranty, Buyer will pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides Services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS AND/OR SERVICES. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT FOR SELLER TO REPAIR OR REPLACE A DEFECTIVE PRODUCT OR TO REPERFORM OR CREDIT THE PRICE OF DEFECTIVE SERVICES SHALL BE THE SOLE REMEDY OF BUYER FOR SUCH DEFECTIVE PRODUCTS OR SERVICES UNDER THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NONINFRINGEMENT. SELLER DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

## 9. INDEMNIFICATION.

9.1 By Seller. Seller will indemnify, defend and save Buyer, its officers, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees) ("Indemnified Items") asserted by another party against Buyer for (i) bodily injury to or death of persons or damage to tangible property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of Services at Buyer's premises under this Agreement; and (ii) claims that a Product infringes any U.S. patent, copyright or trade secret; provided, however, Seller's liability under this Section does not extend to any such Indemnified Items caused by either (u) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (v) by any third party, (w) use of a Product in combination with equipment or software not supplied by Seller where the Product alone would not be infringing, (x) Seller's compliance with Buyer's designs, specifications or instructions, (y) use of the Product in an application or environment for which it was not designed, or (z) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer will promptly notify Seller in writing of any claim covered by Seller's indemnification obligations hereunder. Seller may assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR, AND BUYER'S SOLE AND EXCLUSIVE REMEDY IN RESPECT OF, THE CLAIMS DESCRIBED HEREIN.

9.2 By Buyer. Buyer will indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product alone would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

10. SOFTWARE. With respect to any software products incorporated in or forming a part of the Products hereunder (i.e., firmware), Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software licensed hereunder solely for Buyer's own internal business purposes on its hardware Products and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware Products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, to immediately stop using all software products and related documentation provided hereunder and all copies and portions thereof. Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller or may be stand-alone software products, which Buyer hereby agrees are subject to a separate browse-wrap, shrink-wrap or click-thru end user license agreement (EULA). Accordingly, the warranty and indemnification provisions herein do not apply to such software, which are exclusively provided in the applicable EULA.

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH IS PROVIDED UNDER THE PRODUCT AND SERVICES WARRANTIES HEREIN) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THERETOFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) OR SERVICES GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

12. EXPORT RESTRICTIONS. Buyer acknowledges that each Product and any related services, software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), may be subject to export controls of the U.S. government and/or other governments. Such export controls may include, but are not limited to, the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the U.S. and their re-export from other countries and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not export, re-export, distribute or supply any Item, directly or indirectly, to (i) any country, person or entity, in each case, without first obtaining from the U.S. government and/or other appropriate government agency any license required to do so lawfully; (ii) any person or organization in Cuba, Iran, North Korea, Sudan, Syria, or other country then the subject of a U.S. embargo, or any person or entity considered a part of the government of any such country; or (iii) any person or entity who is involved in improper development or use of nuclear weapons, or of chemical/biological weapons (CBW) or missiles, or in terrorist activities. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, agents and/or representatives.

## 13. SUPPORT PLAN TERMS AND CONDITIONS.

A. General. In the event Buyer purchases a Support Plan from Seller under this Agreement, Seller agrees to maintain and/or repair those Products or instruments identified on the face hereof as covered under a Support Plan ("Covered Equipment") in a manner consistent with the specifications and entitlements included in the purchased Support Plan as specified by Seller on the face hereof, which may include various levels of service at the Buyer's site(s) and/or Seller's Depot Repair locations and are purchased separate from the original Product Warranty above (the "Support Service(s)"). The Support Services will only be valid for Covered Equipment within the Region covered by the Plan (e.g. 48 contiguous U.S.), Monday through Friday (excluding Seller's holidays) during the hours of 8:00 a.m. to 5:00 p.m. local standard time ("Normal Hours") during the term of the Agreement. The Covered Equipment must be operated according to the manufacturer's supplied instructions, including without limitation the Operator's Manual(s) and any malfunction must be promptly reported to Seller. Support Service calls requested outside of Normal Hours or for any non-Covered Equipment or for services not included in the Support Plan will be billed at Seller's standard rates for Technical Support in effect at the time of Buyer's request. Seller reserves the exclusive right to determine the assignment of its employees in the performance of Support Services.

B. Term. (a) Unless terminated sooner by either Party, the term of the Support Plan shall commence on the date of invoice and end on the one year anniversary of such date (the "Initial Term"); provided, that the then-current term shall automatically renew for additional one year periods (each such extension, a "Renewal Term", and, collectively with the Initial Term, the "Term") unless either party provides written notice of its intent not to renew at least thirty (30) days prior to the end of the then-current Term. For each Renewal Term, Seller will invoice Buyer sixty (60) days prior to the end of the then-current Term and such invoice shall reflect any increase in the price of the Support Plan. Either party may terminate a Support Plan for any/no reason by providing at least thirty (30) days written notice to the other party. Seller will use commercially reasonable efforts to stop work and to incur no additional expenses. Regardless, if a Support Plan is cancelled, Seller will charge Buyer for the total price of Services actually performed and expenses actually and reasonably incurred in servicing the covered equipment under the underlying Support Plan from its effective date until the cancellation date or the prorated price of the underlying Support Plan from its effective date until the cancellation date, whichever is greater, plus fifteen percent (15%) of the total fee paid for the underlying Support Plan. In the event Buyer prepaid the Support Plan fees in full and a credit balance exists for the underlying Support Plan, Seller will provide a credit or refund the amount remaining to Buyer.

C. Pricing and Pricing Assumptions. Except as otherwise agreed in writing, the annual charge for each Renewal will be Thermo Fisher's standard support plan rates in effect at the start of the Renewal. All Support Plan pricing is based on the assumption that the Covered Equipment operates in accordance with product specifications as of the coverage start date; therefore, prior to the start of each Term and Renewal, Seller reserves the right to verify and correct the condition of the Covered Equipment and invoice Buyer at Seller's current billable rates for any Support Services deemed reasonably necessary to bring the Covered Equipment into good operating condition. Notwithstanding the above, Seller agrees to waive its right to bill the Buyer for bringing the Covered Equipment into good operating condition if there is no lapse between the end date of the current Support Plan Term and the beginning of any Renewal.

D. Parts and Consumables: The Support Plan level defines when and if the cost of parts is included under the Support Plan. Notwithstanding the foregoing, the cost for parts that are consumed in the normal and usual operation of the Covered Equipment including, but not limited to, sample preparation and analysis, consumables, paper, ink cartridges, ribbons, pens, lamps and/or data media are not covered under any Support Plan.

E. Key Operator: Buyer will designate a key operator of Covered Equipment who can describe instrument malfunctions to Seller's service representatives by telephone and who is qualified to perform simple adjustments and corrections to the Covered Equipment as requested by Seller's service representatives. Buyer's failure to designate a key operator or to perform or to have an authorized representative perform the routine maintenance specified in the Covered Equipment's instructions or Owner's Manual may result, at Seller's option, in Buyer being invoiced at Seller's standard Technical Support rates to provide such non-covered services.

F. Equipment Modification: Seller reserves the right to make any changes in the design or construction of Seller's Products without incurring any obligation to make any updates or changes whatsoever in the Covered Equipment under the Support Plan. Buyer agrees to allow Seller, at its expense and option, to make retrofits or design changes which improve product reliability, but do not change its performance characteristics. Any Buyer requests to modify or add devices or accessories to Covered Equipment that are not manufactured by Seller are outside the scope of the Support Plans and covered Support Services.

G. Support Services Warranty: Seller's sole obligation under any Support Plan is to provide the Support Services in a workmanlike manner in accordance with the entitlements of the Support Plan purchased by Buyer hereunder. SELLER MAKES NO OTHER WARRANTIES FOR SUPPORT SERVICES PROVIDED UNDER A SUPPORT PLAN, EXPRESS OR IMPLIED, AND DISCLAIMS ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER OBLIGATIONS OR LIABILITIES WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE OR OTHERWISE.

H. Support Plan Exclusions: The following occurrences are not covered by any Support Plan purchased by Buyer from Seller under this Agreement:

(a) Covered Equipment malfunctions caused by any of the following abnormal conditions; and if Seller performs Support Services as a result thereof, Seller will invoice Buyer at Seller's standard billable rates for service, travel or move, labor and parts: (i) Shipping damage incurred en route to Buyer's site or any subsequent transport thereafter; (ii) Force Majeure events, including for example, floods, lightning, earthquake, tornado, hurricane or fire, bombing, terrorism, armed conflict, malicious mischief, sabotage or other such natural or manmade disasters; (iii) Physical abuse, misuse, sprinkler damage, electrical surge or abnormal power variation; (iv) Repairs, maintenance, or modifications made by anyone other than Seller's trained personnel or without Seller's supervision and/or approval; and (v) Relocation and reinstallation of Covered Equipment are not covered under the Support Plan; however, upon request Seller, will supervise the removing, crating, relocation and reinstallation of its products at Seller's standard billable rates for service, travel or move, labor and parts.

(b) Maintenance or replacement of media (i.e., floppy disks, printer supplies, etc.) whatever the reason for loss, failure or damage;

(c) Servicing of material or instruments manufactured by anyone other than Seller, including third-party material or instruments purchased for engineering specials;



Thermo Electron North America LLC
1400 Northpoint Pkwy Ste 50
West Palm Beach, FL 33407-1976

(d) Beta-site support;
(e) Service calls made to train operators; and/or
(f) Service calls made as a result of Buyer-identified areas of responsibility, i.e. malfunctions related to Buyer's site conditions, utilities and/or facilities (power, water, temperature, humidity, vibration, dust, etc.) or site computer/data network problems or integrity.
1. Buyer Responsibilities: Buyer will give Seller's personnel reasonable access to the Covered Equipment whenever Support Service is required. Buyer will cooperate with Seller's personnel so that Support Services can be performed efficiently and without interruption. Buyer will permit Seller to use of Buyer's equipment, including Covered Equipment, that Seller's personnel deem necessary to perform the Support Services. Buyer is solely responsible for the procurement, installation, maintenance and fees associated with all third party communication equipment and media as needed for the performance of Support Service under the Support Plan including, but not limited to, telephone and equipment for remote transmission of data.
14. INSURANCE. For the Term of a Support Plan and/or for the provision of on-site Services purchased hereunder, as applicable, Seller agrees to maintain and carry liability insurance in amounts set forth below with insurance companies rated B+ or better by "BEST" rating services. Insurance includes (a) commercial general liability insurance for a limit of US\$2,000,000 (two million) for each occurrence and US\$4,000,000 (four million) in the aggregate, (b) Statutory workers' compensation and employer's liability insurance for a limit of US\$1,000,000 (one million), (c) Automobile liability of US\$2,000,000 (two million) and (d) Umbrella coverage of US\$5,000,000 (five million). No policy will include a waiver of subrogation. Upon request from Buyer related to applicable Services, Seller will provide to Buyer a certificate of insurance using the standard ACORD form to evidence the insurance coverage required herein.
15. MEDICARE/MEDICAID REPORTING REQUIREMENTS. If Buyer is a recipient of Medicare/Medicaid funds, Buyer acknowledges that it has been informed of and agrees to fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid hereunder in a way that complies with all applicable federal, state and local laws and regulations which establish "Safe Harbor" for discounts. Buyer may make written request for additional information from Seller as needed to satisfy Buyer's reporting requirements. Buyer acknowledges that agreement to such reporting requirement was a condition precedent to Seller's agreement to provide Products and that Seller would not have entered into this Agreement had Buyer not agreed to comply with such obligations.
16. MISCELLANEOUS. (a) Buyer may not delegate any duties or assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A. without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the County of Suffolk, Massachusetts U.S.A. for any action arising out of or relating to this Agreement. Each party hereby waives any other venue to which it may be entitled by domicile or otherwise. (c) In the event of any legal proceeding between the Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (e) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (f) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, software and/or Services, they are not approved medical devices and are intended by Seller to be for "Research Use Only" as defined by the U.S. Food and Drug Administration regulations and is not to be used for any illegal or unapproved regulatory purposes, including without limitation, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. (g) Seller agrees not to knowingly disclose any confidential information or data obtained by it during the performance of Services when such information or data is clearly identified in writing by Buyer as confidential. Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. The parties agree to keep such information confidential and not disclose each other's confidential information to any third party for one (1) year hereafter, and to use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (h) Any notice or communication required or permitted hereunder must be in writing and shall be deemed received when personally delivered, upon delivery by any internationally recognized carrier such as Federal Express or similar overnight delivery service, or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other. (i) Seller may, in its sole discretion, provide (I) applicable Product training to Buyer or its employees, or (II) samples of Products to Buyer for distribution to patients of Buyer. Buyer agrees to distribute any such samples to patients for patient use or, if not so distributed, to return them to Seller. Buyer may not use the samples to provide care to patients and must not bill any patients or third party payers when Buyer dispenses the samples. (j) Seller hereby rejects and disclaims any rights of Buyer contained, or obligations imposed upon Seller, in any document provided, referenced or otherwise submitted by Buyer, in each case, that Seller has not expressly included in this Agreement or a writing manually executed by Seller (including, without limitation, any rights of Buyer in respect of designs, specifications, source code or intellectual property, owned, created, developed or licensed, by Seller; any rights to items or services not specifically identified in Seller's quotation; any audit rights or financial offset rights of Buyer; any penalties or liquidated damages imposed upon Seller; any obligation by Seller to comply with Health Insurance Portability and Accountability Act of 1996 (as amended), Current Good Manufacturing Practice regulations (as amended), the requirements, as amended, of the Customs-Trade Partnership Against Terrorism or any code of conduct, quality program, information security program, background or drug screening program or other guidelines, programs or policies; in each case, promulgated or required by Buyer; any obligation that Seller comply with any law that, under law, would not otherwise apply to Seller in respect of the transaction(s) contemplated hereby; any right of Buyer to withhold all, or any portion, of the purchase price of any products or services provided hereunder for any period of time; any right of Buyer, itself or through any third party, to remediate any defects in, replace or re-perform, any products or services provided hereunder at Seller's cost or expense; any obligation of Seller to waive, or require its insurers to waive, any rights of subrogation; any obligation of Seller that would impair, restrict or prohibit Seller's ability to freely conduct any business with any person or in any geography or market; any early-payment, or other, discount; any obligation of Seller to maintain a supply of spares, or otherwise make any services available, for any particular period of time; any representation, warranty or other obligation of Seller to provide pricing comparable to, or more favorable than, the pricing that Seller provides to others; any restriction of, or prohibition on, Seller's ability to modify, change or discontinue any of its products, processes or services; or any waiver by Seller of any right to enforce any of the terms hereof).

By: BUYER SELLER
Print Name:
Print Title:
Date:
Initial here to indicate Buyer's agreement to automatically apply the Terms and Conditions of Sale for Products and Service to all future orders of Products and Services from Seller, whether or not the Agreement is referenced on Seller's quote or Buyer's Purchase Orders, for (write # of years) from later date of the parties' signature, or until either party provides written notice that this Agreement is terminated.

Equipment Location Summary

Material	Serial no.	Your Ref.	Description
22153-60305	17120556		PROD,INTEGRION, RFIC, DEGAS, OVEN, T
Our record location:		Actual location, if different:	
SUFFOLK COUNTY WATER AUTHORITY			
260 MOTOR PKWY			
HAUPPAUGE NYUS			
11788-5132			
Your Service Contact:			
Material	Serial no.	Your Ref.	Description
22153-60305	17120557		PROD,INTEGRION, RFIC, DEGAS, OVEN, T
Our record location:		Actual location, if different:	
SUFFOLK COUNTY WATER AUTHORITY			
260 MOTOR PKWY			
HAUPPAUGE NYUS			
11788-5132			
Your Service Contact:			
Material	Serial no.	Your Ref.	Description
079656	17120477		AS-AP Autosampler
Our record location:		Actual location, if different:	
SUFFOLK COUNTY WATER AUTHORITY			
260 MOTOR PKWY			
HAUPPAUGE NYUS			
11788-5132			
Your Service Contact:			
Material	Serial no.	Your Ref.	Description
079656	17120484		AS-AP Autosampler
Our record location:		Actual location, if different:	
SUFFOLK COUNTY WATER AUTHORITY			
260 MOTOR PKWY			
HAUPPAUGE NYUS			
11788-5132			
Your Service Contact:			
Please indicate changes as necessary and fax to: 877-867-8945			

# SUFFOLK COUNTY WATER AUTHORITY

## INTEROFFICE CORRESPONDENCE

**DATE:** December 11, 2024

**TO:** Chairman/Board Members

**FROM:** Jeff Szabo, Chief Executive Officer

**SUBJECT:** Ratification of Award  
Request For Quote - Furnish and Installation of Salt Spreader on Authority Vehicle  
One -Time Purchase

**AWARD:** Trius, Inc. - \$11,562  
Bohemia, New York

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**Opened:** November 22, 2024                      **Issued:** November 13, 2024

**No. of Bids received:** 3                                      **Documents Sent:** 4

**Low Bidder:** Trius, Inc. - \$11,562

**Recommendation:** Award to low bidder as indicated above.

### Comments:

By resolution 408-11-2024, the Board authorized the Chief Executive Officer the authority to award a contract for the purchase of a sand spreader. A Request for Quote (RFQ) was issued by Purchasing on November 13, 2024, to multiple vendors for the spreader with a November 22, 2024.

The Transportation Department reviewed all bids received (see below) and is recommending awarding the purchase to the low bidder as indicated above.

Trius, Inc.	\$11,562.00
Suffolk Brake	\$19,750.00
RW Truck	\$25,175.00

Transportation reviewed the proposal and recommended purchasing the spreader from Trius. Trius was notified that their offer was acceptance. Trius currently holds one contract with the Authority:

Contract No. 7995B – Furnish & Deliver Replacement Parts for Western Snowplows, expires November 2025, original November 2023 contract awarded at a 16% discount off manufacturer's list price.

Transportation requests the Board ratify the CEO's award of the contract to Trius, Inc..

D. Mancuso, Deputy CEO for Administration	—
J. Kleinman, Director of General Services	—

Purchasing Clerk: J. Costa  
Purchasing Agent: S. Blevins



**SUFFOLK COUNTY WATER AUTHORITY**  
**Oakdale, Long Island, New York**

**Scope of Work:** SCWA seeks the furnish and installation of a salt spreader on a vehicle as specified below.

<b>Drive</b>	<b>Hydraulic drive</b>
<b>Capacity</b>	<b>6-8 yard capacity</b>
<b>Installation</b>	<b>Unit to be installed on a 2003 International 4400 dump truck</b>
<b>Central Hydraulile System</b>	<b>Supply and install central System to operate salt spreader and dump body.</b>

Description	UOM	QTY	Total Cost
Furnish and installation of a salt spreader on 2003 International 4400 dump truck.	Lump Sum	1	\$11,562  (1) One Western 9 Stainless Steel Electric Spreader 5500C w/ extension collar. 6 Yard Capacity, inverted vee and tie down straps **no central hydraulic system**

*Tring*



**SUFFOLK COUNTY BRAKE SERVICES, INC.**  
~SINCE 1933~

## Q U O T A T I O N

**CUSTOMER: SCWA**  
**ATTN: STEVEN BLEVINS**  
**DATE: NOVEMBER 14, 2024**  
**QUOTE# 1114**

**YOUR CHOICE :**

**9' LONG 5 CUBIC YARD FISHER STAINLESS STEEL HOPPER SPREADER ELECTRIC/AUGER**

**OR**

**10' LONG 5 CUBIC YARD BUYERS STAINLESS STEEL HOPPER SPREADER ELECTRIC/AUGER**

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PRICE FOR 9' FISHER SPREADER	\$ 19,750.00
PRICR FOR 10' BUYERS SPREADER	\$ 19,750.00

**SUFFOLK COUNTY WATER AUTHORITY**  
Oakdale, Long Island, New York

**Scope of Work:** SCWA seeks the furnish and installation of a salt spreader on a vehicle as specified below.

Drive	Hydraulic drive
Capacity	6-8 yard capacity
Installation	Unit to be installed on a 2003 International 4400 dump truck
Central Hydraulic System	Supply and install central System to operate salt spreader and dump body.

Description	UOM	QTY	Total Cost
Furnish and installation of a salt spreader on 2003 International 4400 dump truck.	Lump Sum	1	\$25,175.00

*THE UNIT WE ARE QUOTING IS ALL ELECTRIC.*

*R.W. TRUCK*

**R. W. Truck Equipment Corp.**1100 Route 109  
Farmingdale, NY 11735**QUOTATION**Quote Number: RW3948  
Quote Date: Nov 13, 2024  
Page: 1Voice: (516) 756-3666  
Fax: (516) 756-3661**Quoted To:**SUFFOLK COUNTY WATER  
PO BOX 38  
ACCOUNTS PAYABLE  
OAKDALE, NY 11769

Customer ID	Good Thru	Payment Terms	Sales Rep
SUFFOLK COUNTY WATER	12/13/24	Net 30 Days	ROBERT WALKER JR

Quantity	Item	Description	Unit Price	Amount
1.00	FURNISH AND INSTALL	FURNISH AND INSTALL		
1.00	BY14510F570121	BUYERS SALT DOG 10' STAINLESS STEEL SPREADER, 7 YARDS CAPACITY, ELECTRIC, 12V DC POWER, IN CAB CONTROLS, ADJUSTABLE CHUTE, CONVEYOR DRIVE, TOP SCREENS,	23,495.00	23,495.00
12.00	LABOR RATE PER HOUR	LABOR RATE BASED PER HOUR	140.00	1,680.00
			Subtotal	25,175.00
			Sales Tax	
			Freight	
			<b>TOTAL</b>	<b>25,175.00</b>

**SUFFOLK COUNTY WATER AUTHORITY**

**INTEROFFICE CORRESPONDENCE**

**DATE:** December 11, 2024  
**TO:** Chairman/Board Members  
**FROM:** Jeff Szabo, Chief Executive Officer  
**SUBJECT:** RFQ – Audit Software  
**AWARD:** Workiva/Vantage Point  
Lake Success, New York  
One-Time Purchase - \$59,526

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SCWA issued a Request for Quote (RFQ) on November 1, 2024, for the furnish and installation of a cloud-based audit management software that integrates with SAP. The Authority received three (3) bids in response to the RFQ and were as follows:

1. **Workiva/Vantage Point - \$59,526 (\$40,526 software + \$19,000 installation fee for consultant)**
2. **Wolters Kluwer - \$34,041 (did not meet minimum requirements)**
3. **Audit Board - \$178,400 (\$141,200 software + \$37,200 installation fee)**

An Auditing, IT and Finance Evaluation Committee was created, and a comprehensive review of each bidder's proposal was performed, which included software demonstrations. Completion of scorecards by the Evaluation Committee yielded Workiva/Vantage Point as the highest scoring submission and they were also the only platform that interfaces with SAP.

**The Auditing, IT and Finance Evaluation Committee recommends awarding RFQ – Audit Software to Workiva /Vantage Poir**

Reviewed by:

A. Simson, Internal Audit Manager  
S. Galante, Director of IT  
C. Cecchetto, Chief Financial Officer

Purchasing Clerk, J. Costa  
Purchasing Agent, S. Blevins  
Purchasing Manager: J Deubel

## RFQ SCORING SUMMARY

Bidding Suppliers Scoring Summary and Ranking									
	Average Evaluator Rating	Percentage Weighted Technical Score (B35)	Percentage Weighted Commercial Score (B35)	Percentage Weighted Overall Score	Total Final Bid Rank				
Adult Board		4.79	1.31	6.10	3				
Technical Qualification (B35)									
Comprehensiveness of Proposal (Proposed Methodology)	7.25								
Experience	7.50								
Commercial (B35)									
Pricing	9.35								
Total Cost Quoted: See Proposal									
Weighted	5.58	3.24	8.81	1					
Technical Qualification (B35)									
Comprehensiveness of Proposal (Proposed Methodology)	9.50								
Experience	7.50								
Commercial (B35)									
Pricing	9.35								
Total Cost Quoted: See Proposal									

Bidding Suppliers Individual Scoring & Evaluations									
	Rating	Weighted Scores	Total Weighted Scores	Rating	Weighted Scores	Total Weighted Scores	Rating	Weighted Scores	Total Weighted Scores
Adult Board									
Technical Qualification (B35)									
Comprehensiveness of Proposal (Proposed Methodology)	5	2.70	7.30	8	4.32	4.32	6	3.24	5.40
Experience	10	4.60		-	-		10	4.60	10.00
Commercial (B35)									
Pricing	1	1.00	1.00	4	4.00	4.00	3	3.00	3.00
Weighted									
Technical Qualification (B35)									
Comprehensiveness of Proposal (Proposed Methodology)	8	4.32	8.92	-	-		7	3.78	8.38
Experience	10	4.60		-	-		10	4.60	10.00
Commercial (B35)									
Pricing	9	9.00	9.00	8	8.00	8.00	8	8.00	8.00
Weighted									
Technical Qualification (B35)									
Comprehensiveness of Proposal (Proposed Methodology)	10	5.40	10.00	8	4.32	4.32	10	5.40	10.00
Experience	10	4.60		-	-		10	4.60	10.00
Commercial (B35)									
Pricing	10	10.00	10.00	8	8.00	8.00	9	9.00	9.00
Weighted									
Technical Qualification (B35)									
Comprehensiveness of Proposal (Proposed Methodology)	10	5.40	10.00	8	4.32	4.32	10	5.40	10.00
Experience	10	4.60		-	-		10	4.60	10.00
Commercial (B35)									
Pricing	10	10.00	10.00	8	8.00	8.00	9	9.00	9.00
Weighted									
Technical Qualification (B35)									
Comprehensiveness of Proposal (Proposed Methodology)	10	5.40	10.00	8	4.32	4.32	10	5.40	10.00
Experience	10	4.60		-	-		10	4.60	10.00
Commercial (B35)									
Pricing	10	10.00	10.00	8	8.00	8.00	9	9.00	9.00
Weighted									
Technical Qualification (B35)									
Comprehensiveness of Proposal (Proposed Methodology)	10	5.40	10.00	8	4.32	4.32	10	5.40	10.00
Experience	10	4.60		-	-		10	4.60	10.00
Commercial (B35)									
Pricing	10	10.00	10.00	8	8.00	8.00	9	9.00	9.00
Weighted									
Technical Qualification (B35)									
Comprehensiveness of Proposal (Proposed Methodology)	10	5.40	10.00	8	4.32	4.32	10	5.40	10.00
Experience	10	4.60		-	-		10	4.60	10.00
Commercial (B35)									
Pricing	10	10.00	10.00	8	8.00	8.00	9	9.00	9.00
Weighted									
Technical Qualification (B35)									
Comprehensiveness of Proposal (Proposed Methodology)	10	5.40	10.00	8	4.32	4.32	10	5.40	10.00
Experience	10	4.60		-	-		10	4.60	10.00
Commercial (B35)									
Pricing	10	10.00	10.00	8	8.00	8.00	9	9.00	9.00
Weighted									
Technical Qualification (B35)									
Comprehensiveness of Proposal (Proposed Methodology)	10	5.40	10.00	8	4.32	4.32	10	5.40	10.00
Experience	10	4.60		-	-		10	4.60	10.00
Commercial (B35)									
Pricing	10	10.00	10.00	8	8.00	8.00	9	9.00	9.00
Weighted									
Technical Qualification (B35)									
Comprehensiveness of Proposal (Proposed Methodology)	10	5.40	10.00	8	4.32	4.32	10	5.40	10.00
Experience	10	4.60		-	-		10	4.60	10.00
Commercial (B35)									
Pricing	10	10.00	10.00	8	8.00	8.00	9	9.00	9.00
Weighted									
Technical Qualification (B35)									
Comprehensiveness of Proposal (Proposed Methodology)	10	5.40	10.00	8	4.32	4.32	10	5.40	10.00
Experience	10	4.60		-	-		10	4.60	10.00
Commercial (B35)									
Pricing	10	10.00	10.00	8	8.00	8.00	9	9.00	9.00
Weighted									
Technical Qualification (B35)									
Comprehensiveness of Proposal (Proposed Methodology)	10	5.40	10.00	8	4.32	4.32	10	5.40	10.00
Experience	10	4.60		-	-		10	4.60	10.00
Commercial (B35)									
Pricing	10	10.00	10.00	8	8.00	8.00	9	9.00	9.00
Weighted									
Technical Qualification (B35)									
Comprehensiveness of Proposal (Proposed Methodology)	10	5.40	10.00	8	4.32	4.32	10	5.40	10.00
Experience	10	4.60		-	-		10	4.60	10.00
Commercial (B35)									
Pricing	10	10.00	10.00	8	8.00	8.00	9	9.00	9.00
Weighted									
Technical Qualification (B35)									
Comprehensiveness of Proposal (Proposed Methodology)	10	5.40	10.00	8	4.32	4.32	10	5.40	10.00
Experience	10	4.60		-	-		10	4.60	10.00
Commercial (B35)									
Pricing	10	10.00	10.00	8	8.00	8.00	9	9.00	9.00
Weighted									
Technical Qualification (B35)									
Comprehensiveness of Proposal (Proposed Methodology)	10	5.40	10.00	8	4.32	4.32	10	5.40	10.00
Experience	10	4.60		-	-		10	4.60	10.00
Commercial (B35)									
Pricing	10	10.00	10.00	8	8.00	8.00	9	9.00	9.00
Weighted									
Technical Qualification (B35)									
Comprehensiveness of Proposal (Proposed Methodology)	10	5.40	10.00	8	4.32	4.32	10	5.40	10.00
Experience	10	4.60		-	-		10	4.60	10.00
Commercial (B35)									
Pricing	10	10.00	10.00	8	8.00	8.00	9	9.00	9.00
Weighted									
Technical Qualification (B35)									
Comprehensiveness of Proposal (Proposed Methodology)	10	5.40	10.00	8	4.32	4.32	10	5.40	10.00
Experience	10	4.60		-	-		10	4.60	10.00
Commercial (B35)									
Pricing	10	10.00	10.00	8	8.00	8.00	9	9.00	9.00
Weighted									
Technical Qualification (B35)									
Comprehensiveness of Proposal (Proposed Methodology)	10	5.40	10.00	8	4.32	4.32	10	5.40	10.00
Experience	10	4.60		-	-		10	4.60	10.00
Commercial (B35)									
Pricing	10	10.00	10.00	8	8.00	8.00	9	9.00	9.00
Weighted									
Technical Qualification (B35)									
Comprehensiveness of Proposal (Proposed Methodology)	10	5.40	10.00	8	4.32	4.32	10	5.40	10.00
Experience	10	4.60		-	-		10	4.60	10.00
Commercial (B35)									
Pricing	10	10.00	10.00	8	8.00	8.00	9	9.00	9.00
Weighted									
Technical Qualification (B35)									
Comprehensiveness of Proposal (Proposed Methodology)	10	5.40	10.00	8	4.32	4.32	10	5.40	10.00
Experience	10	4.60		-	-		10	4.60	10.00
Commercial (B35)									
Pricing	10	10.00	10.00	8	8.00	8.00	9	9.00	9.00
Weighted									
Technical Qualification (B35)									
Comprehensiveness of Proposal (Proposed Methodology)	10	5.40	10.00	8	4.32	4.32	10	5.40	10.00
Experience	10	4.60		-	-		10	4.60	10.00
Commercial (B35)									
Pricing	10	10.00	10.00	8	8.00	8.00	9	9.00	9.00
Weighted									
Technical Qualification (B35)									
Comprehensiveness of Proposal (Proposed Methodology)	10	5.40	10.00	8	4.32	4.32	10	5.40	10.00
Experience	10	4.60		-	-		10	4.60	10.00
Commercial (B35)									
Pricing	10	10.00	10.00	8	8.00	8.00	9	9.00	9.00
Weighted									
Technical Qualification (B35)									
Comprehensiveness of Proposal (Proposed Methodology)	10	5.40	10.00	8	4.32	4.32	10	5.40	10.00
Experience	10	4.60		-	-		10	4.60	10.00
Commercial (B35)									
Pricing	10	10.00	10.00	8	8.00	8.00	9	9.00	9.00
Weighted									
Technical Qualification (B35)									
Comprehensiveness of Proposal (Proposed Methodology)	10	5.40	10.00	8	4.32	4.32	10	5.40	10.00
Experience	10	4.60		-	-		10	4.60	10.00
Commercial (B35)									
Pricing	10	10.00	10.00	8	8.00	8.00	9	9.00	9.00
Weighted									
Technical Qualification (B35)									
Comprehensiveness of Proposal (Proposed Methodology)	10	5.40	10.00	8	4.32	4.32	10	5.40	10.00
Experience	10	4.60		-	-		10	4.60	10.00
Commercial (B35)									
Pricing	10	10.00	10.00	8	8.00	8.00	9	9.00	9.00
Weighted									
Technical Qualification (B35)									
Comprehensiveness of Proposal (Proposed Methodology)	10	5.40	10.00	8	4.32	4.32	10	5.40	10.00
Experience	10	4.60		-	-		10	4.60	10.00
Commercial (B35)									
Pricing	10	10.00	10.00	8	8.00	8.00	9	9.00	9.00
Weighted									
Technical Qualification (B35)									
Comprehensiveness of Proposal (Proposed Methodology)	10	5.40	10.00	8	4.32	4.32	10	5.40	10.00
Experience	10	4.60		-	-		10	4.60	10.00
Commercial (B35)									
Pricing	10	10.00	10.00	8	8.00	8.00	9	9.00	9.00
Weighted									
Technical Qualification (B35)									
Comprehensiveness of Proposal (Proposed Methodology)	10	5.40	10.00	8	4.32	4.32	10	5.40	10.00
Experience	10	4.60		-	-		10	4.60	10.00
Commercial (B35)									
Pricing	10	10.00	10.00	8	8.00	8.00	9	9.00	9.00
Weighted									
Technical Qualification (B35)									
Comprehensiveness of Proposal (Proposed Methodology)	10	5.40	10.00	8	4.32	4.32	10	5.40	10.00
Experience	10	4.60		-	-		10	4.60	10.00
Commercial (B35)									
Pricing	10	10.00	10.00	8	8.00	8.00	9	9.00	9.00
Weighted									
Technical Qualification (B35)									

**SUFFOLK COUNTY WATER AUTHORITY**  
**Production Control - Bay Shore, New York**

**INTER-OFFICE CORRESPONDENCE**

**DATE:** December 4, 2024  
**TO:** Jeffrey Szabo, CEO  
**FROM:** Michael O'Connell, Director, Production Control *Michael O'Connell*  
**SUBJECT:** Request for Approval – Annual Nitrate Probe Maintenance Agreement

---

Please find attached a new annual service agreement from HACH Corporation to service twenty-three (23) of SCWA's twenty-nine (29) Nitrate analyzer probes. The Authority has had a service agreement with HACH for these probes since we first started using them over nineteen years ago. These continuous analyzers have proven to be invaluable in our efforts to continue supplying water without exceeding nitrate maximum contaminant levels. Annual maintenance from the manufacturer helps ensure that these probes continue to function reliably and accurately. This agreement does not cover our 6 oldest UV nitrate probes. HACH Corp stopped making these probes over twelve years ago and now no longer supports them. We are in the process of replacing these 6 probes over the next several years under the Capital Budget.

This service agreement covers the period of March 1, 2025, to February 28, 2026. The total cost of the agreement is \$23,247.02. Without a service agreement the annual maintenance cost per probe would still be about \$1,010.74 each. However, any other repair parts would be extra, whereas with the service agreement these parts are included. We have seen some probes come back from maintenance with over \$2,000.00 in parts, for which we only paid the set fee due to the agreement. For perspective, a new probe costs over \$20,000.00. This year's agreement is a \$535.44 increase over the 2024 agreement.

I hope that you will look favorably upon this request to continue this very useful maintenance agreement.

CC: J. Pokorny  
D. Zigrosser

Approved: J. Pokorny



	<b>HACH SERVICE PARTNERSHIP QUOTATION</b>	Page : 1 of 5 Partnership Number : HACH233517
	<b>Headquarters</b> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  <b>Purchase Orders</b>	<b>WebSite:</b> <a href="http://www.hach.com">www.hach.com</a>  <b>Remittance</b> 2207 Collections Center Dr Chicago, IL 60693  <b>Wire Transfers</b> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593



Partnership Number : HACH233517      Version : 0.11      Quotation Date : 26-NOV-24  
Expiration Date : 03-MAR-25

**Hach Company**  
Contact : Schlieper, Jacob      Service Partnership Phone : (800) 227-4224 x6337      Service Partnership Email : jake.schlieper@hach.com  
Customer Ref : RENEWAL QUOTE      Customer Contact : O'CONNELL, MICHAEL  
Customer Phone :      Customer Fax :      Customer Email : Mike.O'Connell@SCWA.com

Bill-To Account # 013295		Ship-To Account # 013295			
Customer Name	SUFFOLK COUNTY WATER AUTHORITY	Customer Name	SUFFOLK COUNTY WATER AUTHORITY	Payment Terms:	Net 30
Address4		Address4		Billing Method:	Annual-Invoices on START Date
Address1	PO BOX 38	Address1	180 5TH AVE	Currency:	USD
Address2		Address2			
Address3		Address3			
City,State,PostalCode	OAKDALE-NY-11769-0901	City,State,Postalcode	BAY SHORE-NY-11706-6455		
Province/Country	US	Province/Country	US		

Line	Service Name		Line Total	
	Covered Product	Start Date	End Date	Description/Serial Number
1	BSPNITRATAX	01-MAR-25	28-FEB-26	Brch Svc-Nitratax Sensor:01-MAR-2025:28-FEB-2026
1.1	LXV417.99.50002			oo NITRATAX PLUS SC 5 MM ; 1141353
1.2	LXV417.99.50002			oo NITRATAX PLUS SC 5 MM ; 1167866
1.3	LXV417.99.50002			oo NITRATAX PLUS SC 5 MM ; 1167867
1.4	LXV417.99.50002			oo NITRATAX PLUS SC 5 MM ; 1204909
1.5	LXV417.99.50002			oo NITRATAX PLUS SC 5 MM ; 1217052



	<b>HACH SERVICE PARTNERSHIP QUOTATION</b>	Page : Partnership Number :	2 of 5 HACH233517
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  <i>Purchase Orders</i>	<i>WebSite:</i> <a href="http://www.hach.com">www.hach.com</a>	<i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693  <i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

1.6	LXV417.99.50002	oo NITRATAX PLUS SC 5 MM ; 1270651
1.7	LXV417.99.50002	oo NITRATAX PLUS SC 5 MM ; 1270652
1.8	LXV417.99.50002	oo NITRATAX PLUS SC 5 MM ; 1276063
1.9	LXV417.99.50002	oo NITRATAX PLUS SC 5 MM ; 1276064
1.10	LXV417.99.50002	oo NITRATAX PLUS SC 5 MM ; 1342011
1.11	LXV417.99.50002	oo NITRATAX PLUS SC 5 MM ; 1378384
1.12	LXV417.99.50002	oo NITRATAX PLUS SC 5 MM ; 1394654
1.13	LXV417.99.50002	oo NITRATAX PLUS SC 5 MM ; 1485538
1.14	LXV417.99.50002	oo NITRATAX PLUS SC 5 MM ; 1485539
1.15	LXV417.99.50002	oo NITRATAX PLUS SC 5 MM ; 1502449
1.16	LXV417.99.50002	oo NITRATAX PLUS SC 5 MM ; 1533784
1.17	LXV417.99.50002	oo NITRATAX PLUS SC 5 MM ; 1540847
1.18	LXV417.99.50002	oo NITRATAX PLUS SC 5 MM ; 2035510
1.19	LXV417.99.50002	oo NITRATAX PLUS SC 5 MM ; 2035511
1.20	LXV417.99.50002	oo NITRATAX PLUS SC 5 MM ; 2035505
1.21	LXV417.99.50002	oo NITRATAX PLUS SC 5 MM ; 2035507
1.22	LXV417.99.50002	oo NITRATAX PLUS SC 5 MM ; 2035506
1.23	LXV417.99.50002	oo NITRATAX PLUS SC 5 MM ; 2035509

	<b>HACH SERVICE PARTNERSHIP QUOTATION</b>	Page : 3 of 5 Partnership Number :	HACH233517
	<b>Headquarters</b> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  <b>Purchase Orders</b>	<b>WebSite:</b> <a href="http://www.hach.com">www.hach.com</a>	<b>Remittance</b> 2207 Collections Center Dr Chicago, IL 60693  <b>Wire Transfers</b> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

**Sub Total :** 23,247.02  
**Tax:** 0.00  
**Total :** 23,247.02

### Partnership Notes :

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at [www.hach.com/terms](http://www.hach.com/terms). Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract. This Contract will automatically renew at the End Date for a period of one year, and at the anniversary of the End Date, unless the Buyer notifies Hach in writing by no later than ninety days before the End Date.

**Customer Name :** SUFFOLK COUNTY WATER AUTHORITY

**Customer P.O. Number :** \_\_\_\_\_

**Customer Reference Number :** \_\_\_\_\_

### TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

#### 1. APPLICABLE TERMS & CONDITIONS:

These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

#### 2. CANCELLATION:

Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

#### 3. DELIVERY:

Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

#### 4. INSPECTION:

Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.


#### 5. PRICES & ORDER SIZES:

All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

#### 6. PAYMENTS:

All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at [www.hach.com](http://www.hach.com). Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from selling off any and all monies owed under



	<b>HACH SERVICE PARTNERSHIP QUOTATION</b> <b>Headquarters</b> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  <b>Purchase Orders</b>	Page : 4 of 5 Partnership Number : HACH233517  WebSite: <a href="http://www.hach.com">www.hach.com</a>	<b>Remittance</b> 2207 Collections Center Dr Chicago, IL 60693  <b>Wire Transfers</b> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593
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this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

#### 7. LIMITED WARRANTY:

Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

#### 8. INDEMNIFICATION:

Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

#### 9. PATENT PROTECTION:

Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

#### 10. TRADEMARKS AND OTHER LABELS:

Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

#### 11. SOFTWARE:

All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

#### 12. PROPRIETARY INFORMATION; PRIVACY:

"Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

#### 13. CHANGES AND ADDITIONAL CHARGES:

Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

#### 14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:

In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

#### 15. LIMITATIONS ON USE:

Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

#### 16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:

Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and [www.danaherintegrity.com](http://www.danaherintegrity.com) for a copy of the SOC and for access to our Helpline portal.

	<b>HACH SERVICE PARTNERSHIP QUOTATION</b>  <i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  <i>Purchase Orders</i>	Page : 5 of 5 Partnership Number : HACH233517  <i>WebSite:</i> <a href="http://www.hach.com">www.hach.com</a>	<i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693  <i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593
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#### 17. FORCE MAJEURE:

Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

#### 18. NON ASSIGNMENT AND WAIVER:

Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

#### 19. LIMITATION OF LIABILITY:

None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

#### 20. APPLICABLE LAW AND DISPUTE RESOLUTION:

The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

#### 21. ENTIRE AGREEMENT & MODIFICATION:

These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

# SUFFOLK COUNTY WATER AUTHORITY

## INTEROFFICE CORRESPONDENCE

**DATE:** December 17, 2024

**TO:** Chairman/Board Members

**FROM:** Jeff Szabo, Chief Executive Officer

**SUBJECT:** Transportation, Purchase of One (1) 2026 Mack MD Flatbed Truck with Crane

**AWARD:** Gabrielli Truck Sales Ltd, \$248,180.01  
Medford, New York

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The Transportation Department seeks approval to purchase one (1) 2026 Mack MD Flatbed Truck with Crane, for use by the Production Control Department.

In November 2024, the Authority issued an Office of General Services mini bid for the vehicle. The mini bid allows vendors authorized under the state contract to view the mini bid and quote. Two vendors chose to submit a bid. The bids received were as follows:

Gabrielli Truck Sales Ltd	\$248,180.01 for 1 Mack MD truck as specified	370-300 days
Ferrario Ford	\$229,113.60 for 1 F750 alternate truck	TBD

After reviewing the proposal, Transportation recommends purchasing the vehicle from responsive bidder Gabrielli Truck Sales LTD. This vendor has furnished the Authority with similar vehicles in the past. The low bidder Ferrario Ford proposes an alternative F750 truck that Transportation states has known quality issues which can impact operations negatively due to requiring greater down time for service and repair. The Mack truck is the requested model that was stated in the invitation to bid and meets the Authority's operational requirements.

In the current fiscal year, 2025, there has been no expenditure with Gabrielli Truck Sales Ltd. However, a recent order for two Kenworth dump trucks was approved at the September Board meeting, totaling \$478,591.98. Another Kenworth T280 Aero truck was also authorized at the October Board meeting in the amount of \$307,873.

**Please have the Board authorize purchasing the vehicle from Gabrielli Truck Sales LTD in the total amount of \$248,180.01.**

Reviewed by:

D. Mancuso, Deputy CEO for Administration  
J. Kleinman, Director of General Services

—  
—

Purchasing Clerk: J. Costa  
Purchasing Agent: S. Blevins

Attachment: 1 Memo, Quotes



## Group 40500-23166, VEHICLES, Class 1-8

## Form B (Chassis/Body): Mini-Bid Response (Item 1)

Revision Date: 10/17/23

See the "Instructions and Definitions" worksheet for general form instructions. The Contractor business name in Row 3 and Mini-Bid Request Number in Row 7 will automatically populate based on responses on the "Response Summary" worksheet. Use the drop-down menu to complete Question 1.1 in Row 8, and then complete the yellow-colored cells that appear in Parts A through D below. Failure to enter a response in a yellow-colored cell may result in rejection of your Mini-Bid response.

Contractor:

Gabrielli Truck Sales LTD

## Part A: Mini-Bid Information

1.0	Mini-Bid Questions	Contractor Response
1.0	Mini-Bid Reference Number from Form A (Chassis/Body Combination): <i>Mini-Bid Request</i> (e.g. 15060001)	11212024
1.1	Item Number for this Mini-Bid	Item 1
1.2	Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User? <i>[click on yellow box and use drop-down menu]</i>	Purchased
2.0	Vehicle Questions	
2.1	What type of Vehicles were requested in the Mini-Bid, and are being offered in this Mini-Bid Response? <i>[click on yellow box and use drop-down menu]</i> (Note: <i>Contractor input cells below will be black until this question is answered. The Contractor answer to this question will result in corresponding cells on this worksheet turning to yellow for Contractor input.</i> A Complete Vehicle is defined as the Product that is the result of the Chassis and Body being joined together to form a Vehicle that is ready for use and requires no further manufacturing operations to perform its intended function.)	Complete Vehicle (Contractor will provide a Vehicle that is ready for use and requires no further manufacturing operations to perform its intended function)
2.2	Is the Chassis, Body, or Complete Vehicle offered in this Mini-Bid Response to be Built to Specifications, Pre-Existing Inventory (i.e., off the lot), or a combination? <i>[click on yellow box and use drop-down menu]</i>	Built to Specifications
2.3	Can the Vehicles offered for the Mini-Bid be delivered by the delivery date specified? <i>[Note: A Mini-Bid response may be deemed non-responsive and be rejected if the Vehicles cannot be delivered by the delivery date specified]</i>	Yes
2.4	Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? <i>[Note: See Form A (Chassis/Body): Mini-Bid Request and the "Additional Vehicle Specifications Document" included with the Mini-Bid Request, if applicable]</i>	Yes
2.5	Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.	270 to 300 Days A/R/O
2.6	Enter the Final Order Date for the Vehicles offered for the Mini-Bid (Enter "TBA" if the date has not been announced by the manufacturer, or "N/A" if there is no Final Order Date).	"TBA"

## Part B: Vehicle(s) Offered for Mini-Bid

*[Enter the requested information for the Chassis and/or Body offered for the Mini-Bid in the yellow-colored boxes below]*

1.0	Chassis Information	Contractor Response
1.1	Chassis Model Year	2026
1.2	Chassis Make (e.g., Ford, International, Freightliner)	Mack
1.3	Chassis Model (e.g., F450, DuraStar, M2-106)	MD7 42R
1.4	Chassis Model Code (the OEM code used to identify a particular subset of a Model)	002GO2
1.5	Chassis provider business name (i.e., Contractor or third-party).	Gabrielli Truck Sales LTD
1.6	Chassis Aftermarket Components Provider(s): Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	"N/A"
2.0	Body Information	



2.1	Body Model Year	2026
2.2	Body Make (e.g., Viking, Galion)	Knapheide
2.3	Body Model (e.g., Proline, 450U)	Cargo Hauler
2.4	Body Model Code (the OEM code used to identify a particular subset of a Model)	"N/A"
2.5	Body provider business name (i.e., Contractor or third-party).	DeJana Truck and Utility Equipment
2.6	Body Aftermarket Components Provider(s): Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	HIAB Crane Company

### Part C: Additional Information

1.0	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".
	Please Note: Offering the 50 Gallon in lieu of 90 Gallon Fuel Tank due to interference in mounting the HIAB Crane and Outriggers as advised by the crane manufacturer.

### Part D: Vehicle Request Price Worksheets

Enter the requested pricing information for the Chassis and/or Body offered for the Mini-Bid in the yellow-colored boxes below in the "Chassis Price Worksheet," and "Body Price Worksheet". Complete the pricing worksheets for each type of Vehicle request as follows:

**Complete Vehicle:** If the Mini-Bid is for a Complete Vehicle in which the Chassis and Body are sold and marketed by different OEMs, complete both the "Chassis Price Worksheet" and "Body Price Worksheet" for the Vehicles offered.

**Chassis Only:** If the Mini-Bid is for a Chassis only, with no Body, complete the "Chassis Price Worksheet" for the Chassis offered. If the Authorized User is supplying the Body for a Complete Vehicle, then enter the NYS Contract Price for installation of the Body in the "NYS Aftermarket Components Price (Body)" field in the "Body Price Worksheet."

**Body Only:** If the Mini-Bid is for a Body only, with no Chassis, complete the "Body Price Worksheet" for the Body offered. If the Authorized User is supplying the Chassis for a Complete Vehicle, then include the NYS Contract Price for installation of the Body in the "NYS Aftermarket Components Price (Chassis)" field in the "Chassis Price Worksheet."

1.0	Chassis Price Worksheet	Price
1.1	NYS Base MSRP (Chassis)	\$126,961.00
1.2	NYS Discount (Chassis) [Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].	6.68
1.3	NYS Base Price (Chassis) [Automatically calculated: NYS Base MSRP (Chassis) minus NYS Discount (Chassis)].	\$118,480.01
1.4	NYS Aftermarket Components Price (Chassis) [If there are no Aftermarket Components, leave blank]	
1.5	NYS Price For Vehicle (Chassis) [Automatically calculated: NYS Base Price (Chassis) plus the NYS Aftermarket Components Price (Chassis)].	\$118,480.01
1.6	Number of Vehicles (Chassis) [This quantity must match the Number of Chassis specified by the Authorized User in the Mini-Bid Request]	1
1.7	Total Price For Mini-Bid (Chassis) [Automatically calculated: the NYS Price For Vehicle (Chassis) multiplied by the Total number of Chassis].	\$118,480.01

2.0	Body Price Worksheet	Price
2.1	NYS Base Price (Body)	\$129,700.00
2.2	NYS Aftermarket Components Price (Body) [If there are no Aftermarket Components, leave blank]	
2.3	NYS Price For Vehicle (Body) [Automatically calculated: NYS Base Price (Body) plus the NYS Aftermarket Components Price (Body)].	\$129,700.00
2.4	Number of Vehicles (Body) [This quantity must match the Number of Bodies specified by the Authorized User in the Mini-Bid Request]	1
2.5	Total Price For Mini-Bid (Bodies) [Automatically calculated: the NYS Price For Vehicle (Body) multiplied by the Total number of Bodies].	\$129,700.00

3.0	Grand Total Price For Mini-Bid for Item	Price
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<b>Grand Total Price For Mini-Bid for Item</b> <i>[Automatically calculated as the sum of the following]:</i> 1) Total Price for Mini-Bid (Chassis), if applicable; and 2) Total Price for Mini-Bid (Bodies), if applicable	<b>\$248,180.01</b>
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## Group 40500-23166, VEHICLES, Class 1-8

Form B (Chassis/Body): *Mini-Bid Response* (Item 1)

Revision Date: 10/17/23

See the "Instructions and Definitions" worksheet for general form instructions. The Contractor business name in Row 3 and Mini-Bid Request Number in Row 7 will automatically populate based on responses on the "Response Summary" worksheet. Use the drop-down menu to complete Question 1.1 in Row 8, and then complete the yellow-colored cells that appear in Parts A through D below. Failure to enter a response in a yellow-colored cell may result in rejection of your Mini-Bid response.

Contractor: **Ferrario Ford dba Ferrario Auto Team of Elmira****Part A: Mini-Bid Information**

1.0	Mini-Bid Questions	Contractor Response
1.0	Mini-Bid Reference Number from Form A (Chassis/Body Combination): <i>Mini-Bid Request</i> (e.g. 15060001)	11212024
1.1	Item Number for this Mini-Bid	Item 1
1.2	Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User? <i>[click on yellow box and use drop-down menu]</i>	Purchased
2.0	Vehicle Questions	
2.1	What type of Vehicles were requested in the Mini-Bid, and are being offered in this Mini-Bid Response? <i>[click on yellow box and use drop-down menu]</i> (Note: <i>Contractor input cells below will be black until this question is answered. The Contractor answer to this question will result in corresponding cells on this worksheet turning to yellow for Contractor input. A Complete Vehicle is defined as the Product that is the result of the Chassis and Body being joined together to form a Vehicle that is ready for use and requires no further manufacturing operations to perform its intended function.</i> )	Complete Vehicle (Contractor will provide a Vehicle that is ready for use and requires no further manufacturing operations to perform its intended function)
2.2	Is the Chassis, Body, or Complete Vehicle offered in this Mini-Bid Response to be Built to Specifications, Pre-Existing Inventory (i.e., off the lot), or a combination? <i>[click on yellow box and use drop-down menu]</i>	Built to Specifications
2.3	Can the Vehicles offered for the Mini-Bid be delivered by the delivery date specified? <i>[Note: A Mini-Bid response may be deemed non-responsive and be rejected if the Vehicles cannot be delivered by the delivery date specified]</i>	Yes
2.4	Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? <i>[Note: See Form A (Chassis/Body): Mini-Bid Request and the "Additional Vehicle Specifications Document" included with the Mini-Bid Request, if applicable]</i>	Yes
2.5	Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.	
2.6	Enter the Final Order Date for the Vehicles offered for the Mini-Bid (Enter "TBA" if the date has not been announced by the manufacturer, or "N/A" if there is no Final Order Date).	TBA

**Part B: Vehicle(s) Offered for Mini-Bid**

*[Enter the requested information for the Chassis and/or Body offered for the Mini-Bid in the yellow-colored boxes below]*

1.0	Chassis Information	Contractor Response
1.1	Chassis Model Year	2026
1.2	Chassis Make (e.g., Ford, International, Freightliner)	Ford
1.3	Chassis Model (e.g., F450, DuraStar, M2-106)	F-750
1.4	Chassis Model Code (the OEM code used to identify a particular subset of a Model)	F7D
1.5	Chassis provider business name (i.e., Contractor or third-party).	
1.6	Chassis Aftermarket Components Provider(s): Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	
2.0	Body Information	



2.1	Body Model Year	
2.2	Body Make (e.g., Viking, Galion)	South Jersey, Waltco, Hiab
2.3	Body Model (e.g., Proline, 450U)	
2.4	Body Model Code (the OEM code used to identify a particular subset of a Model)	
2.5	Body provider business name (i.e., Contractor or third-party).	Binghamton Truck Body
2.6	Body Aftermarket Components Provider(s): Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A".	

### Part C: Additional Information

1.0	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".
	Minor differences in chassis spec Ford versus Mack. Engine is similar or greater torque at rear wheels due to difference in gearing.

### Part D: Vehicle Request Price Worksheets

Enter the requested pricing information for the Chassis and/or Body offered for the Mini-Bid in the yellow-colored boxes below in the "Chassis Price Worksheet," and "Body Price Worksheet". Complete the pricing worksheets for each type of Vehicle request as follows:

**Complete Vehicle:** If the Mini-Bid is for a Complete Vehicle in which the Chassis and Body are sold and marketed by different OEMs, complete both the "Chassis Price Worksheet" and "Body Price Worksheet" for the Vehicles offered.

**Chassis Only:** If the Mini-Bid is for a Chassis only, with no Body, complete the "Chassis Price Worksheet" for the Chassis offered. If the Authorized User is supplying the Body for a Complete Vehicle, then enter the NYS Contract Price for installation of the Body in the "NYS Aftermarket Components Price (Body)" field in the "Body Price Worksheet."

**Body Only:** If the Mini-Bid is for a Body only, with no Chassis, complete the "Body Price Worksheet" for the Body offered. If the Authorized User is supplying the Chassis for a Complete Vehicle, then include the NYS Contract Price for installation of the Body in the "NYS Aftermarket Components Price (Chassis)" field in the "Chassis Price Worksheet."

1.0	Chassis Price Worksheet	Price
1.1	NYS Base MSRP (Chassis)	\$94,285.00
1.2	NYS Discount (Chassis) [Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].	4.00
1.3	NYS Base Price (Chassis) [Automatically calculated: NYS Base MSRP (Chassis) minus NYS Discount (Chassis)].	\$90,513.60
1.4	NYS Aftermarket Components Price (Chassis) [If there are no Aftermarket Components, leave blank]	\$9,600.00
1.5	NYS Price For Vehicle (Chassis) [Automatically calculated: NYS Base Price (Chassis) plus the NYS Aftermarket Components Price (Chassis)].	\$100,113.60
1.6	Number of Vehicles (Chassis) [This quantity must match the Number of Chassis specified by the Authorized User in the Mini-Bid Request]	1
1.7	Total Price For Mini-Bid (Chassis) [Automatically calculated: the NYS Price For Vehicle (Chassis) multiplied by the Total number of Chassis].	\$100,113.60

2.0	Body Price Worksheet	Price
2.1	NYS Base Price (Body)	\$129,000.00
2.2	NYS Aftermarket Components Price (Body) [If there are no Aftermarket Components, leave blank]	
2.3	NYS Price For Vehicle (Body) [Automatically calculated: NYS Base Price (Body) plus the NYS Aftermarket Components Price (Body)].	\$129,000.00
2.4	Number of Vehicles (Body) [This quantity must match the Number of Bodies specified by the Authorized User in the Mini-Bid Request]	1
2.5	Total Price For Mini-Bid (Bodies) [Automatically calculated: the NYS Price For Vehicle (Body) multiplied by the Total number of Bodies].	\$129,000.00

3.0	Grand Total Price For Mini-Bid for Item	Price
-----	---	-------

	<b>Grand Total Price For Mini-Bid for Item</b> <i>[Automatically calculated as the sum of the following]:</i> 1) Total Price for Mini-Bid (Chassis), if applicable; and 2) Total Price for Mini-Bid (Bodies), if applicable	<b>\$229,113.60</b>
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**SUFFOLK COUNTY WATER AUTHORITY  
Oakdale, Long Island, New York**

**I N T E R O F F I C E   C O R R E S P O N D E N C E**

DATE: December 19, 2024

TO: Jeffrey Szabo, Chief Executive Officer

FROM: Michael McMahon, Meter Shop Manager

SUBJECT: ITRON Master Sales Agreement – executed 5/17/17

Board Resolution 495-12-2023

Period: January 1, 2025 to December 31, 2025

---

The subject agreement covers maintenance, repair, 24-hour customer support, preventive maintenance, technical support, software releases and replacement of batteries, hand straps and antennas.

Agreement cost for the twelve-month period for 2025 is \$72,173.04

This represents a 13.8% increase from last year.

The new software for billing is Temetra \$6,025.31.

Temetra is the software for Fire Island and the cellular project.

Software for NAA (Fire Island) fixed network \$12,770.88

Fee for approximately 1500 cellular end points for year \$17,100

The total cost is \$108,069.23, this total covers the maintenance and new software which is an 56% increase over last year's Master sales agreement.

This year's agreement includes our aging equipment and "new" equipment for which the original maintenance, included in the purchase price, has expired. It also includes software subscription fees for FCS and IMA, our drive-by AMR meter reading software & cellular ERTS.

We are requesting Board approval of the subject agreement with Itron as presented.

cc: Frank Tassone \_\_\_\_\_ Approved



Date Printed: 17-DEC-2024

## Service Pricing

Page: 1 of 3

Customer Name: Suffolk County Water Authority  
Customer Number: 1240  
Bill To Contact: Rose Tullo  
Customer Address: 4060 Sunrise Highway  
Oakdale, NY 11769-1005

Contract Number: SC00000771  
Description: Suffolk County Water Authority - FCS / IMA / HW

Contract Duration: 01-JAN-25 - 31-DEC-25

<u>Description</u>	<u>Serial Number</u>	<u>Start Date</u>	<u>End Date</u>	<u>Quantity</u>	<u>Total Amount</u>
<b>HARDWARE</b>					
ITRON MOBILE RADIO MAINTENANCE	66035271	01-JAN-25	31-DEC-25	1	183.35
ITRON MOBILE RADIO MAINTENANCE	66035272	01-JAN-25	31-DEC-25	1	183.35
ITRON MOBILE RADIO MAINTENANCE	66030989	01-JAN-25	31-DEC-25	1	202.14
ITRON MOBILE RADIO MAINTENANCE	66031670	01-JAN-25	31-DEC-25	1	192.52
ITRON MOBILE RADIO MAINTENANCE	66030982	01-JAN-25	31-DEC-25	1	202.14
ITRON MOBILE RADIO MAINTENANCE	66030985	01-JAN-25	31-DEC-25	1	202.14
ITRON MOBILE RADIO MAINTENANCE	66031681	01-JAN-25	31-DEC-25	1	192.52
ITRON MOBILE RADIO MAINTENANCE	66032313	01-JAN-25	31-DEC-25	1	192.52
ITRON MOBILE RADIO MAINTENANCE	66032136	01-JAN-25	31-DEC-25	1	192.52
ITRON MOBILE RADIO MAINTENANCE	66031668	01-JAN-25	31-DEC-25	1	192.52
ITRON MOBILE RADIO MAINTENANCE	66032309	01-JAN-25	31-DEC-25	1	192.52
ITRON MOBILE RADIO MAINTENANCE	66032310	01-JAN-25	31-DEC-25	1	192.52
ITRON MOBILE RADIO MAINTENANCE	66032317	01-JAN-25	31-DEC-25	1	192.52
ITRON MOBILE RADIO MAINTENANCE	66032322	01-JAN-25	31-DEC-25	1	192.52
ITRON MOBILE RADIO MAINTENANCE	66032325	01-JAN-25	31-DEC-25	1	192.52
ITRON MOBILE RADIO MAINTENANCE	66032326	01-JAN-25	31-DEC-25	1	192.52
ITRON MOBILE RADIO MAINTENANCE	66032327	01-JAN-25	31-DEC-25	1	192.52
ITRON MOBILE RADIO MAINTENANCE	66032330	01-JAN-25	31-DEC-25	1	192.52
ITRON MOBILE RADIO MAINTENANCE	66032331	01-JAN-25	31-DEC-25	1	192.52
ITRON MOBILE RADIO MAINTENANCE	66032332	01-JAN-25	31-DEC-25	1	192.52
ITRON MOBILE RADIO MAINTENANCE	66032334	01-JAN-25	31-DEC-25	1	192.52
ITRON MOBILE RADIO MAINTENANCE	66032336	01-JAN-25	31-DEC-25	1	192.52
ITRON MOBILE RADIO MAINTENANCE	66035228	01-JAN-25	31-DEC-25	1	183.35
ITRON MOBILE RADIO MAINTENANCE	66037744	01-JAN-25	31-DEC-25	1	174.62
ITRON MOBILE RADIO MAINTENANCE	66032340	01-JAN-25	31-DEC-25	1	192.52
ITRON MOBILE RADIO MAINTENANCE	66032349	01-JAN-25	31-DEC-25	1	192.52
ITRON MOBILE RADIO MAINTENANCE	66035229	01-JAN-25	31-DEC-25	1	183.35
ITRON MOBILE RADIO MAINTENANCE	66032368	01-JAN-25	31-DEC-25	1	192.52
ITRON MOBILE RADIO MAINTENANCE	66035225	01-JAN-25	31-DEC-25	1	183.35
ITRON MOBILE RADIO MAINTENANCE	66035226	01-JAN-25	31-DEC-25	1	183.35

NOTE: This is not an invoice

ITRON MOBILE RADIO MAINTENANCE	66037705	01-JAN-25	31-DEC-25	1	174.62
ITRON MOBILE RADIO MAINTENANCE	66035242	01-JAN-25	31-DEC-25	1	183.35
ITRON MOBILE RADIO MAINTENANCE	66035240	01-JAN-25	31-DEC-25	1	183.35
ITRON MOBILE RADIO MAINTENANCE	66035238	01-JAN-25	31-DEC-25	1	183.35
ITRON MOBILE RADIO MAINTENANCE	66035234	01-JAN-25	31-DEC-25	1	183.35
ITRON MOBILE RADIO MAINTENANCE	66035231	01-JAN-25	31-DEC-25	1	183.35
ITRON MOBILE RADIO MAINTENANCE	66035270	01-JAN-25	31-DEC-25	1	183.35
ITRON MOBILE RADIO MAINTENANCE	66035269	01-JAN-25	31-DEC-25	1	183.35
ITRON MOBILE RADIO MAINTENANCE	66035266	01-JAN-25	31-DEC-25	1	183.35
ITRON MOBILE RADIO MAINTENANCE	66035265	01-JAN-25	31-DEC-25	1	183.35
ITRON MOBILE RADIO MAINTENANCE	66035264	01-JAN-25	31-DEC-25	1	183.35
ITRON MOBILE RADIO MAINTENANCE	66032138	01-JAN-25	31-DEC-25	1	192.52
ITRON MOBILE RADIO MAINTENANCE	66042100	01-JAN-25	31-DEC-25	1	160.16
ITRON MOBILE RADIO MAINTENANCE	66042090	01-JAN-25	31-DEC-25	1	160.16
ITRON MOBILE RADIO MAINTENANCE	66040302	01-JAN-25	31-DEC-25	1	160.16
ITRON MOBILE RADIO MAINTENANCE	66040303	01-JAN-25	31-DEC-25	1	160.16
ITRON MOBILE RADIO MAINTENANCE	66040442	01-JAN-25	31-DEC-25	1	160.16
ITRON MOBILE RADIO MAINTENANCE	66045273	01-JUL-25	31-DEC-25	1	97.19
ITRON MOBILE RADIO MAINTENANCE	66045281	01-JUL-25	31-DEC-25	1	97.19
			<b>Subtotal :</b>	<b>49</b>	<b>8,927.36</b>
REPEATER 100	66009439	01-JAN-25	31-DEC-25	1	74.88
REPEATER 100	66008083	01-JAN-25	31-DEC-25	1	74.88
REPEATER 100	66009429	01-JAN-25	31-DEC-25	1	74.88
REPEATER 100	66009430	01-JAN-25	31-DEC-25	1	74.88
			<b>Subtotal :</b>	<b>4</b>	<b>299.52</b>
CCU 100	74050000	01-JAN-25	31-DEC-25	1	124.80
CCU 100	74050001	01-JAN-25	31-DEC-25	1	124.80
CCU 100	74050003	01-JAN-25	31-DEC-25	1	124.80
CCU 100	74050004	01-JAN-25	31-DEC-25	1	124.80
CCU 100	74050005	01-JAN-25	31-DEC-25	1	124.80
CCU 100	74049195	01-JAN-25	31-DEC-25	1	124.80
			<b>Subtotal :</b>	<b>6</b>	<b>748.80</b>
SIDELOOKER ANTENNA MAINTENANCE		01-JAN-25	31-DEC-25	2	303.18
SIDELOOKER ANTENNA MAINTENANCE		01-JAN-25	31-DEC-25	2	269.53
SIDELOOKER ANTENNA MAINTENANCE		01-JAN-25	31-DEC-25	2	240.00
			<b>Subtotal :</b>	<b>6</b>	<b>812.71</b>
MC3 RF	74005238	01-JAN-25	31-DEC-25	1	5,035.03
MC3 RF	74006890	01-JAN-25	31-DEC-25	1	3,826.19
MC3 RF	74006955	01-JAN-25	31-DEC-25	1	3,826.19
MC3 RF	74007105	01-JAN-25	31-DEC-25	1	3,979.24
MC3 RF	74005865	01-JAN-25	31-DEC-25	1	4,303.94
			<b>Subtotal :</b>	<b>5</b>	<b>20,970.59</b>
MC4 MAX MAINTENANCE	74008530	01-JAN-25	31-DEC-25	1	2,620.80
MC4 MAX MAINTENANCE	74008875	01-FEB-25	31-DEC-25	1	2,896.74
			<b>Subtotal :</b>	<b>2</b>	<b>5,517.54</b>
	<b>HARDWARE</b>		<b>Subtotal :</b>	<b>72</b>	<b>37,276.52</b>
<b>SOFTWARE</b>					
FCS SFTW MAINTENANCE, 300001-400000 METERS		01-JAN-25	31-DEC-25	1	22,774.97

**NOTE: This is not an invoice**

			<b>Subtotal :</b>	<b>1</b>	<b>22,774.97</b>
<b>SOFTWARE</b>			<b>Subtotal :</b>	<b>1</b>	<b>22,774.97</b>

IMA DRIVEBY, 300001-400000 ENDPOINTS, SUBSCRIPTION

01-JAN-25	31-DEC-25			<b>1</b>	<b>12,121.55</b>
			<b>Subtotal :</b>	<b>1</b>	<b>12,121.55</b>
			<b>Subtotal :</b>	<b>1</b>	<b>12,121.55</b>

<b>Contract Grand Total:</b>	<b>74</b>	<b>72,173.04</b>
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**NOTE: This is not an invoice**



Date Printed: 02-SEP-2024

## Service Pricing

Page: 1 of 1

Customer Name: Suffolk County Water Authority  
Customer Number: 1240  
Bill To Contact: Accounts Payable  
Customer Address: PO Box 38  
Oakdale, NY 11769-0901

Contract Number: SC00028517  
Description: Suffolk County Water Authority - TEM

Contract Duration: 01-JAN-2025 - 31-DEC-2025

<u>Description</u>	<u>Serial Number</u>	<u>Start Date</u>	<u>End Date</u>	<u>Quantity</u>	<u>Total Amount</u>
TEMETRA PORTAL UP TO 2500 ENDPOINTS, SUBSCRIPTION		01-JAN-2025	31-DEC-2025	1	6,025.31
			Subtotal :	1	6,025.31
			Subtotal :	1	6,025.31
Contract Grand Total:				1	6,025.31

LAST year  
5684

NOTE: This is not an invoice





Date Printed: 27-AUG-2024

## Service Pricing

Page: 1 of 1

Customer Name: Suffolk County Water Authority  
Customer Number: 1240  
Bill To Contact: Rose Tullo  
Customer Address: 4060 Sunrise Highway  
Oakdale, NY 11769-1005

Contract Number: SU00000642  
Description: Suffolk County Water Authority - FN SaaS

Contract Duration: 01-JAN-2025 - 31-DEC-2025

<u>Description</u>	<u>Serial Number</u>	<u>Start Date</u>	<u>End Date</u>	<u>Quantity</u>	<u>Total Amount</u>
FIXED NETWORK SOFTWARE-SAAS SUBSCRIPTION		01-JAN-25	31-DEC-25	1	12,770.88
ChoiceConnect Fixed Network Managed Services Up to 2,500 Endpoints			<b>Subtotal :</b>	<b>1</b>	<b>12,770.88</b>
			<b>Subtotal :</b>	<b>1</b>	<b>12,770.88</b>
		<b>Contract Grand Total:</b>		<b>1</b>	<b>12,770.88</b>

SOFTWARE - N.A.A.  
FIX NET

LAST 12,048-

NOTE: This is not an invoice

F.I

4

LAST year  
64, 796-66

up 6<sup>1</sup>/<sub>0</sub>-

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**SUFFOLK COUNTY WATER AUTHORITY  
Oakdale, Long Island, New York**

**I N T E R O F F I C E   C O R R E S P O N D E N C E**

DATE: December 2, 2024  
TO: Jeff Szabo, Chief Executive Officer  
FROM: Christopher Cecchetto, Chief Financial Officer  
SUBJECT: **Budget Amendment #6 – F/Y/E May 31, 2025**



---

In accordance with the attached memo from Brendan Warner, approved by Joe Pokorny, we are requesting the following fiscal year 2025 budget amendment:

Budget Increase Request Construction Maintenance

Increase to item 196 (Grant Projects) in the amount of \$5,500,000

This change will increase the capital budget of \$105.8 million to \$111.3 million; costs will be recovered through grant revenues.

Please include this on the Board Agenda for members' consideration, at their next meeting of December 19, 2024.

CC:ms  
attachment

c: B. Warner, J. Pokorny, L. Preller, S. Hannan

FIN-24-092

**SUFFOLK COUNTY WATER AUTHORITY**  
**Construction Maintenance - Oakdale, New York**

**INTER-OFFICE CORRESPONDENCE**

**DATE:** November 27, 2024  
**TO:** Joe Pokorny P. E., Deputy CEO for Operations  
**FROM:** Brendan J. Warner, P.E. , Director, Construction-Maintenance *B Warner*  
**SUBJECT:** Budget Increase to 196

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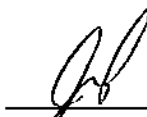
I am requesting to increase funds for FY25 to allow us to begin our South River Road Phase 1(SRR-1) Water Main Extension Grant Project in January. This project is currently fully funded through various grants from Federal and Town sources. After completion of the project, we expect our expenditures to be reimbursed. The Board approved the awarding of the water main extension contract at the November 2024 Board Meeting. The requested increase is outlined below.

Increase to: Budget Line item 196 – Grant Projects - \$5,500,000

In May 2024, we had increased the 196 budget line through transfers from our water main replacement line item. This allowed us to begin work on our Manorville-Riverhead Water Main Project. There are currently insufficient funds in our other budget line items to cover the SRR-1 project as well as our capital projects for the remainder of the budget year. For this reason, it is now necessary to increase the 196 budget line item in lieu of transferring from other budget line items. Once this budget transfer is approved, we will authorize this project with an expected start of construction in early 2025.

If you agree with this increase, please present to the Board at their December 2024 meeting.

Approved by:

  
\_\_\_\_\_  
Joseph M. Pokorny, P.E.  
Deputy CEO for Operations

*12/2/24*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeff Szabo  
CEO

\_\_\_\_\_  
Date

Cc: Stephen Huber  
Chris Cecchetto

**SUFFOLK COUNTY WATER AUTHORITY  
Oakdale, Long Island, New York**

**I N T E R O F F I C E   C O R R E S P O N D E N C E**

DATE: December 13, 2024  
TO: Jeff Szabo, Chief Executive Officer  
FROM: Christopher Cecchetto, Chief Financial Officer  
SUBJECT: **Budget Amendment #7 – F/Y/E May 31, 2025**



---

In accordance with the attached memo from Brendan Warner, approved by Joe Pokorny, we are requesting the following fiscal year 2025 budget amendment:

Budget Increase Request Construction Maintenance

Increase to item 031 (Construction Contracts – Tapping) in the amount of \$200,000

Increase to item 035 (Developer Contracts) in the amount of \$500,000

This change will increase the capital budget of \$111.3 million to \$112.0 million; costs will be recovered through capital reimbursement revenues.

Please include this on the Board Agenda for members' consideration, at their next meeting of December 19, 2024.

CC:ms  
attachment

c: B. Warner, J. Pokorny, L. Preller, S. Hannan

FIN-24-095

**SUFFOLK COUNTY WATER AUTHORITY**  
**Construction Maintenance - Oakdale, New York**

**INTER-OFFICE CORRESPONDENCE**

**DATE:** December 12, 2024

**TO:** Joe Pokorny P. E., Deputy CEO for Operations

**FROM:** Brendan J. Warner, P.E. , Director, Construction-Maintenance *B Warner*

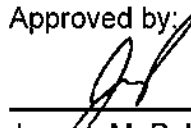
**SUBJECT:** Budget Increase for 031 – Construction Contract Tapping and 035 – Developer Contracts

---

An increase in the budget is necessary for Budget Line 031 – Construction Contracts Tapping and 035 – Developer Contracts. The 031 Budget Line covers new services for which the Authority is reimbursed actual cost. There are several projects that cannot be executed due to insufficient funds. Based on this I am requesting an increase of \$200,000 to Budget Line 031 – Construction Contracts to fund these projects and to have some available monies for the remainder of the fiscal year for future projects. The 035 Budget Line covers revenue contracts for water main installation by developers. These projects are paid in full prior to the start of any work so expenditures are directly offset by the revenues received from the execution of the construction contracts. In order to continue to complete future projects I am requesting an increase to the budget of \$500,000.

Any future increases for these budget line items will be determined on an as needed basis as the projects arise; and will be presented to the Board for approval.

Approved by:

  
\_\_\_\_\_  
Joseph M. Pokorny, P.E.  
Deputy CEO for Operations

*12/12/24*  
\_\_\_\_\_  
Date

Cc: Stephen Huber  
Chris Cecchetto

**SUFFOLK COUNTY WATER AUTHORITY**  
**Oakdale, Long Island, New York**

**INTEROFFICE CORRESPONDENCE**

**DATE:** December 9, 2024

**TO:** Jeffrey Szabo, CEO

**FROM:** Jennifer Bonilla, Benefits Specialist  
Brian Seevers, Human Resources Manager

**SUBJECT:** ***Renewal of Flexible Spending Account (FSA & DCA) with Ameriflex***

---


Our agreement with Ameriflex, the Flexible Spending Account (FSA) vendor, is up for renewal effective January 1, 2025. Flexible Spending is an *employee-funded* benefit offered to management and lab union employees.

The cost to the Authority is limited to the annual renewal fee of \$190.00, a monthly fee of \$5.55 per enrollee and a monthly fee of \$.50 per enrollee for the My Plan Connect service which auto substantiates claims associated with medical and hospital coverage which makes the claim process easier for employees.

There were 50 enrollees at the end of the 2024 plan year. Ameriflex has increased the renewal fee by \$10 and the fee per enrollee by .30. We estimate our approximate annual costs to be \$4,000.

Based on the above information, ***it is recommended that we continue our FSA program with Ameriflex of Mount Laurel, New Jersey, for a one-year period of January 1, 2025 to December 31, 2025.*** If you concur, please add this item to the Board agenda.

cc: Donna Mancuso, Deputy CEO for Administration

 , approved

**SUFFOLK COUNTY WATER AUTHORITY**  
**INTEROFFICE CORRESPONDENCE**

To: Jeffrey W. Szabo, CEO

From: Bilal Malik, Attorney

Date: December 11, 2024

Re: **Revising Policy 105 – Vacation**

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Suffolk County Water Authority (“SCWA”) last updated Policy No. 105 – *Vacation* in February 23, 2023. The policy explains vacation eligibility, accrual and scheduling for SCWA’s employees.

SCWA’s employees with 5 or more years of service as of December 31 may convert accrued vacation time to a vacation buyback payment. In addition, employees are eligible to carry over vacation time in excess of their maximum vacation allowance as of December 31. All request to carry over excess vacation time beyond the end of the calendar year must be approved by the CEO and Deputy CEO for Administration.

In the interest of SCWA, it is appropriate to revise Policy No. 105 to state employees may not request to carry over excess vacation time if the employee doesn’t exercise the maximum vacation buyback.

The revised policy will be effective as of January 1, 2025. SCWA’s employees will receive a memo about the revised policy.

If this meets your approval, please have the Board consider adopting the revised policy as attached.



## SUFFOLK COUNTY WATER AUTHORITY

### POLICIES AND PROCEDURES

**SUBJECT: VACATION**

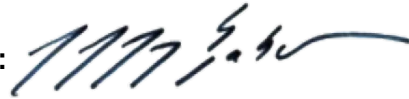
**FILE UNDER SECTION NO.: 1**

**EFFECTIVE DATE: February 23, 2023**

**POLICY NO. 105**

**SUPERSEDES: July 19, 2021**

**APPROVED:**



The Suffolk County Water Authority recognizes the importance of vacation time in providing employees the opportunity for rest, recreation and personal activities. Therefore, the Authority grants vacation time to full-time employees.

#### PROCEDURE FOR MEMBERS OF COLLECTIVE BARGAINING UNITS

Vacation eligibility, accrual and scheduling shall be governed by appropriate Collective Bargaining Agreement.

#### PROCEDURE FOR MANAGEMENT EMPLOYEES

Vacation Accrual and Requirement to Take Vacation:

The amount of vacation time a management employee accumulates depends on the individual's length of service with the Authority. For purposes of accruing vacation time, employees will be given credit for the month of their first day of work, provided they begin employment on or before the fifteenth day of the month. Employees whose first day of work is after the fifteenth day of the month for purposes of accruing vacation time, will be given credit for the month following their employment date. Vacation time shall accrue according to the following schedule:

LENGTH OF SERVICE	ANNUAL VACATION ALLOWANCE	40 HOURS WORK WEEK	37.5 HOUR WORK WEEK
UP TO 5 YEARS OF SERVICE	10 DAYS WITH PAY	6.67 HRS	6.25 HRS
5 YEARS OF SERVICE	15 DAYS WITH PAY	10.00 HRS	9.38 HRS
12 YEARS OF SERVICE	20 DAYS WITH PAY	13.33 HRS	12.50 HRS
19 YEARS OF SERVICE	25 DAYS WITH PAY	16.67 HRS	15.63 HRS
24 YEARS OF SERVICE	26 DAYS WITH PAY	17.33 HRS	16.25 HRS
25 YEARS OF SERVICE	27 DAYS WITH PAY	18.00 HRS	16.88 HRS
26 YEARS OF SERVICE	28 DAYS WITH PAY	18.67 HRS	17.50 HRS
27 YEARS OF SERVICE	29 DAYS WITH PAY	19.33 HRS	18.13 HRS
28 YEARS OF SERVICE	30 DAYS WITH PAY	20.00 HRS	18.75 HRS

Employees, absent extraordinary circumstances, are required to take least 5vacation days each year.

**Maximum Vacation Allowance:** Management employees may accumulate up to 1.5 times their vacation accrual rate as of the end of any calendar year. Executive employees may accumulate up to 2 times their vacation accrual rate as of the end of any calendar year. Accrued vacation days at the end of any calendar year in excess of an employee's maximum vacation allowance will be forfeited unless the employee receives permission pursuant to this policy to carry the excess days over.

**Vacation Scheduling:** Vacation time may be taken as weekly periods, as individual days, in hourly or in half hour increments provided that the periods, individual days, or hours chosen meet with supervisory and departmental approval.

**Annual Conversion of Excess Vacation Days to Pay:** Annually management employees with 5 or more years of service as of each December 31st may convert accrued vacation time to a vacation buyback payment based on the table below. Such employees will receive notification from Finance outlining what their unused accrued vacation time is and how much qualifies for buy back. Payment for the converted vacation time will be issued on or about the 15th of December.

LENGTH OF SERVICE	MAXIMUM VACATION BUYBACK
Between 5 and 19 Years	5 Days
Between 19 and 24 Years	10 Days
24 Years	11 Days
25 Years	12 Days
26 Years	13 Days
27 Years	14 Days
28 Years or More	15 Days

**Illness during Vacation:** Additional vacation time is not granted if the employee becomes ill during the vacation period. If however, the employee becomes seriously ill and/or requires hospitalization, the Deputy CEO for Administration upon recommendation of the supervisor and respective division executive can consider this as sick time and/or disability leave. The restored vacation time will be credited back to the employee's vacation account provided sick time is taken instead.

**Vacation for Terminating or Retiring Employees:** Employees terminating employment for any reason should refer to Policy 801 (Termination of Employment) or Policy 802 (Retirement Benefits).

**Requests to Use Less Than Five Vacation Days in a Year:** The Authority will consider employee requests to use less than five vacation days in a year provided it is in the best interests of the Authority. All requests to use less than five vacation days must be made in writing to the CEO and Deputy CEO for Administration by December 1st of the current year for their review and consideration.

**Requests to Carry Excess Vacation:** The Authority will consider employee requests to carry over excess vacation time in excess of their maximum vacation allowance as of December 31st of any year provided it is in the best interests of the Authority. All requests to carry over excess vacation time beyond the end of the calendar year must be made in writing to the CEO and Deputy CEO for Administration by December 1st of the current year for their review and consideration. **However, employees may not request to carry over excess vacation time if the employee doesn't exercise the maximum vacation buyback.**

**SUFFOLK COUNTY WATER AUTHORITY**  
**INTEROFFICE CORRESPONDENCE**

To: Jeffrey W. Szabo, CEO

From: Bilal Malik, Attorney

Date: December 11, 2024

Re: **Revising Policy 413 – Motor Vehicle Accident/Incident Discipline Policy**

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Suffolk County Water Authority (“SCWA”) last updated Policy No. 413 – *Motor Vehicle Accident/Incident Discipline Policy* in February 23, 2023. The policy explains that employees at SCWA are responsible for their own actions and are expected to adhere to company safety and defensive driving programs and training received throughout the course of their employment.

SCWA recently launched a mandatory Safe Driver Training program. This training, required for all employees who regularly drive SCWA vehicles, aims to enhance safety, reduce workers’ compensation claims and lower operational costs. This program seeks to instill safe driving habits that protect both employees and the organization’s vehicles.

With the mandatory Safe Driver Training program in progress, it is appropriate to revise Policy No. 413 to adjust the disciplinary schedule. The revised policy will move up the disciplinary steps.

The steps will be revised as follows: the first preventable will be retraining with a written warning; the second preventable within three years will be retraining with a small suspension; the third preventable will be long suspension; the fourth preventable will be a termination. The policy allows for steps to be skipped at the discretion of management based on the frequency, severity, and history of the employee’s driving record including their tenure at the Authority.

The revised policy will be effective as of January 1, 2025. Because of the change in disciplinary steps and action that will be taken, SCWA’s employees will receive a memo about the revised policy with a notice of their standing within the steps.

If this meets your approval, please have the Board consider adopting the revised policy as attached.

## SUFFOLK COUNTY WATER AUTHORITY

### POLICIES AND PROCEDURES

**SUBJECT: MOTOR VEHICLE ACCIDENT/  
INCIDENT DISCIPLINE POLICY**

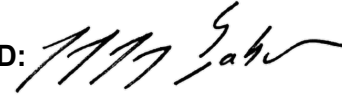
**FILE UNDER SECTION NO.: 4**

**EFFECTIVE DATE: February 23, 2023**

**POLICY NO.: 413**

**SUPERSEDES: July 19, 2021**

**APPROVED:**



#### Policy

Employees of the Suffolk County Water Authority are responsible for their own actions and are expected to adhere to NYS driving laws and regulations, company safety and defensive driving programs and training received throughout the course of their employment.

#### Procedure

Once an employee has been deemed qualified to drive an SCWA vehicle and/or has received instruction and/or training with respect to safe operation of the vehicle, the employee shall be held accountable for adherence to that qualification, instruction and/or training.

The Motor Vehicle Accident Review Committee, consisting of representatives from the Safety, Risk Management and Fleet departments, reviews all motor vehicle accidents or incidents, except as noted below, to determine if an employee involved in an accident or incident could have prevented the accident or incident and/or if the SCWA employee was responsible for causing the accident or incident. The committee references the National Safety Councils' guidelines to make their determination.

This determination will be forwarded to the Legal Department for review. Disciplinary action, if appropriate, will be set forth in accordance with the following guidelines:

First Preventable: ~~The employee will be required to attend a retraining course. An Employee Action Disciplinary Form documenting the incident shall be placed in the employee's personnel folder.~~ The employee will be required to attend retraining. The employee will receive an Employee Disciplinary Action Form containing a written warning. The employee may be removed from operating SCWA vehicles and be reclassified if appropriate.

Second Preventable within a 3-year period: ~~The employee will receive an Employee Action Disciplinary Form which will outline the actions to be taken. Actions will consist of, but are not limited to, retraining and/or short term suspension.~~ The employee will be required to attend retraining. The employee will receive an Employee Disciplinary Action Form which may include a small suspension. The employee may be removed from operating SCWA vehicles and be reclassified if appropriate.

Third Preventable within a 3-year period: ~~The employee will receive an Employee Action Disciplinary Form which will outline the actions to be taken. Actions will consist of, but are not limited to, retraining, short term suspension, long term suspension, or removal from driving SCWA vehicles (reclassification of position if appropriate).~~ The employee will receive an Employee Disciplinary Action Form which may include a large suspension. The employee may be removed from operating SCWA vehicles and be reclassified if appropriate.

~~Fourth Preventable within a 3-year period: The employee will receive an Employee Action Disciplinary Form which will outline the actions to be taken. Actions will consist of, but are not limited to, retraining, long-term suspension, removal from driving SCWA vehicles (reclassification of position if appropriate) or termination of employment. The employee will be required to attend retraining. The employee will receive an Employee Disciplinary Action Form which may include terminating their employment with the Authority.~~

The above procedures are guidelines and does not prevent the Authority from eliminating a step or modifying the procedure where circumstances warrant it. Disciplinary action may be taken depending upon the frequency, severity, and history of the employee's driving record and tenure at the Authority.

### **Other Considerations**

- 1) Two or more separate and distinct public complaints within a rolling three-year period will be considered a preventable incident without further review by the Motor Vehicle Accident Committee. The date of the second complaint within the rolling three-year period shall be the date of the incident for the purposes of this Policy.
- 2) All employees must wear a seat belt while driving or riding as a passenger in an Authority vehicle in accordance with NYS law.
- 3) Leaving a vehicle running and unattended without the emergency brake applied except as established under standard protocol, will be considered a preventable incident without further review by the Motor Vehicle Accident Review Committee.
- 4) A Moving violation resulting in the issuance of a police ticket to the employee or to SCWA as the owner of the vehicle operated by the employee will be considered a preventable incident without further review by the Motor Vehicle Accident Review Committee.
- 5) Issuance of three Notices of Liability or Violations to an employee or to SCWA as the owner of the vehicle operated by the employee within a rolling three-year period shall be considered a preventable incident without further review by the Motor Vehicle Accident Review Committee. The date of the third violation within the rolling three-year period shall be the date of the incident for the purposes of this Policy.
- 6) Should an employee be found driving under the influence of a controlled substance, the employee will be subject to disciplinary action under SCWA Policy #407 and it will be considered a preventable incident without review by the Motor Vehicle Accident Review Committee.
- 7) Use of cellular phones without a hands-free device is illegal in New York State and Suffolk County. Therefore, the use of a cellular phone while operating an SCWA vehicle is prohibited, except in the limited instances where the law permits use of these communication devices.
- 8) Reset: If at the end of a three-year period from the date of an employee's last accident and/or preventable incident the employee is not involved in any other accidents and/or preventable incidents, the next accident and/or preventable incident the employee is involved in shall be treated as the employee's first.

**SUFFOLK COUNTY WATER AUTHORITY  
Oakdale, Long Island, New York**

**I N T E R O F F I C E   C O R R E S P O N D E N C E**

**DATE:** December 6, 2024

**TO:** Jeffrey Szabo, Chief Executive Officer

**FROM:** Jennifer Bonilla, Benefits Specialist

**SUBJECT:** NYSHIP/Empire Plan Renewal for 2025 Plan Year

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The New York State Health Insurance Program (NYSHIP), also known as the Empire Plan, has issued the monthly premium changes for the 2025 plan year.

There will be an **aggregate increase** in plan premiums of **.8%** effective 1/1/25.

**Active/Retired**

Single Coverage: \$ 1,479.53 per month, \$17,754.36 annually per enrollee (2.3% increase)  
Family Coverage: \$ 3,367.80 per month, \$40,413.60 annually per enrollee (.02% increase)

**Medicare Retirees**

Medicare Single: \$ 551.85 per month, \$6,622.20 annually per enrollee (.53% increase)  
Medicare Family  
(1 enrollee): \$1,820.56 per month, \$21,846.72 annually per enrollee (10% increase)  
Medicare Family  
(2+ enrollees): \$1,511.55 per month, \$18,138.60 annually per enrollee (.9% increase)

At this time 195 employees (26.5%) contribute 15% toward their medical coverage. Their contributions will increase as follows:

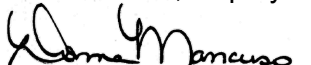
Single Coverage	\$216.85 per month will increase by \$5.07 per month to \$221.93. Annual cost of \$2,663.16, an increase of \$60.84 per year.
Family Coverage	\$505.06 per month will increase by .10c per month to \$505.16 Annual cost of \$6,061.92 annually, an increase of \$1.20 per year.

The administrative fee per enrollee for 2025 will be billed annually. That rate has not yet been announced.

The total estimated premium for the 2025 plan year, including employee premiums, retiree premiums and a 10% increase for potential hiring in plan year 2025 is **\$27,800,255.00**. Please place this item on the agenda for the December Board meeting to obtain the necessary approval.

Thank you.

cc: Donna Mancuso, Deputy CEO for Administration

 , approved

## SUFFOLK COUNTY WATER AUTHORITY INTEROFFICE CORRESPONDENCE

**TO:** Jeffrey W. Szabo, CEO

**FROM:** Alyson E. Bass, Attorney

**RE:** Amendment to SCWA Policy 909: Policy for Selecting Vendors of Non-Construction Purchasing & Professional Services Contracts & Delegation of Implementation Authority

**DATE:** Dec. 18, 2024

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Deputy CEO of Administration is requesting an update to the “Policy for Selecting Vendors of Non-Construction Purchasing & Professional Services Contracts & Delegation of Implementation Authority”. Generally, this policy delegates authority across SCWA regarding the selection of certain vendors to help streamline operations and ensure that decisions are made by the appropriate individuals in accordance with their responsibilities.

The proposed amendment revises Section VIII, “Purchase Orders” to align SCWA’s current job titles with appropriate corresponding authority levels. The only proposed changes to the policy are as follows:

(1) Section VIII(B)(2): Insertion of title “Director of Information Technology.”

This insertion adds the Director of Information Technology to the explicit list of Directors with authority to issue purchase orders with an aggregate value of less than \$1,000.00

(2) Section VIII(B)(2): Deletion of “Fleet Manager”

This deletion moves Fleet Manager from the level associated with Directors. Fleet Manager would then be covered by the already existing authority of \$500.00 for Managers under Section VIII(B)(3). No changes to the text of VIII(B)(3) are required for the manager authority level description to be consistent with job titles.

The proposed amended section, VIII(B)(2):

Purchase Orders with an aggregate value of less than One Thousand Dollars (\$1,000.00) may also be issued by: Chief Engineer and Director of Research and Development, Director of Communications and External Affairs, **Director of Information Technology**, Director of Construction Maintenance, Director of Field Services, Director of General Services, Director of Water Quality and Laboratory Services, Director of Production Control, Director of Risk Management, and Director of Strategic Initiatives ~~and Fleet Manager~~.

If this meets your approval, please have the Board consider adopting the revised policy as attached.

# **SUFFOLK COUNTY WATER AUTHORITY**

## **POLICIES AND PROCEDURES**

**SUBJECT: POLICY FOR SELECTING VENDORS OF NON-CONSTRUCTION PURCHASING & PROFESSIONAL SERVICES CONTRACTS & FOR DELEGATION OF IMPLEMENTATION AUTHORITY**      **FILE UNDER SECTION NO.: 9**

**EFFECTIVE DATE: December 19, 2024**      **POLICY NO.: 909**

**SUPERSEDES: July 25, 2024**      **APPROVED:**

### **POLICY FOR SELECTING VENDORS OF NON-CONSTRUCTION PURCHASING CONTRACTS, PROFESSIONAL SERVICES, AND THE DELEGATION OF IMPLEMENTATION AUTHORITY**

#### **I. PURPOSE AND SCOPE**

The purpose of this Policy is to have a competitive procurement process that results in the selection of qualified vendors that offer the best value to SCWA. This policy is limited to the selection of vendors of goods or services not related to construction, professional service providers, and for the payment of expenses not subject to negotiation. This policy does not affect construction contracts awarded pursuant to §1088 of the Public Authorities Law.

#### **II. DEFINITIONS**

As used herein, the following terms shall have the means set forth below:

- A. AGGREGATE VALUE:** The value of goods or services or professional services of the same type or in the same category purchased in the same fiscal year.
- B. BEST VALUE:** The basis for awarding contracts for goods or services to the bidder/proposer which optimizes quality, cost, and efficiency, among responsive and responsible bidders/proposers.
- C. FISCAL YEAR:** The Authority's Fiscal Year commences on June 1 and runs through and including May 31 of each year.
- D. GOODS AND SERVICES:** Commodities, materials, equipment, supplies, products and other standard articles of commerce and related services.
- E. LOCAL SMALL BUSINESS ENTERPRISE:** An enterprise with no more than fifteen employees with a corporate office in Suffolk County and the office is the principal place of activity for one or more of the entity's employees.



**F. PROCUREMENT OFFICER:** Shall mean, unless otherwise specified by the Authority's Members, the Authority's Purchasing Manager. The procurement officer shall comply with all related policies, including but not limited to the Authority's Policy Concerning Contacts During Procurements.

**G. PROFESSIONAL SERVICES:** A firm or individual that provides services including but not limited to, accounting, environmental, engineering, legal, architectural, appraisal, surveying, public relations, or archaeological services.

### **III. SOLICITATION OF PROPOSALS FOR GOODS OR SERVICES**

A. Solicitation for Proposals for goods or services with an Aggregate Value of TWENTY THOUSAND DOLLARS (\$20,000.00) or greater:

1. The Procurement Officer may select a vendor from an existing United States General Services Administration, State of New York, or municipal contract or pursuant to Public Authorities Law Section 2881 ("Public Contract"), or
2. The Procurement Officer may issue a sealed contract bid request or request for proposals for goods or services.
  - a. The Procurement Officer must use its reasonable efforts to circulate contract bid requests and requests for proposals (hereinafter "RFP") to prospective vendors, including posting a notice of RFP on SCWA's website.
  - b. The Procurement Officer must obtain at least one non-Public contract response or document a justification as to why a non-Public Contract vendor was not solicited.

B. Solicitation for Proposals for goods or services with an Aggregate Value less than TWENTY THOUSAND DOLLARS (\$20,000.00):

1. The Procurement Officer may select a vendor from an existing United States General Services Administration, State of New York, or municipal contract or pursuant to Public Authorities Law Section 2881 ("Public Contract"), or
2. The Procurement Officer may issue a sealed contract bid request or request for proposals for goods or services, or
3. The Procurement Officer may use its reasonable efforts to obtain competitive prices for the required item:
  - a. Reasonable efforts include purchasing the item at retail prices from a reputable vendor whose normal course of business includes selling such items.
  - b. For those items of a specialized character, reasonable efforts shall

include obtaining three written quotes from reputable vendors for the item.

4. The Procurement Officer must obtain at least one non-public Contract response or an explanation as to why a non-Public Contract vendor was not solicited.

#### **IV. REVIEW AND SELECTION OF VENDOR PROPOSALS FOR GOODS AND SERVICES**

##### **A. Review and Selection of Vendor Responses with an Aggregate Value of TEN THOUSAND DOLLARS (\$10,000.00) or greater.**

1. The Procurement Officer must cause the evaluation of responses to the contract bid, request for proposals or Public Contract considering, among other things, price, vendor experience and responsibility, quality of product, whether a vendor is a Disadvantaged Business Enterprise or small local business enterprise and other reasonable considerations with the purpose of selecting the vendor that represents the best value for SCWA.
2. The Procurement Officer must cause the responses to the contract bid, request for proposals, or Public Contract vendor to the Chief Executive Officer for consideration on whether they should be presented to the Board. Such presentation may include a recommendation. If a recommendation is made to use a Public Contract vendor, at least one non-Public Contract response for the same item must be provided or an explanation as to why a non-Public Contract vendor was not provided.
3. The Board taking into consideration, among other things, any recommendation, price, vendor experience and responsibility, whether a vendor is a Disadvantaged Business Enterprise or small local business enterprise, its ability to perform the service in a timely fashion, and other reasonable considerations with the purpose of selecting the vendor that represents the best value for SCWA. The Board may authorize or reject entering into an agreement with a vendor for the requested good or service.

##### **B. Review and Selection of Vendor of Responses with an Aggregate Value of Less Than TEN THOUSAND DOLLARS (\$10,000.00):**

1. The Procurement Officer must cause the evaluation of responses to the solicitation considering, among other things, price, vendor experience and responsibility, quality of product, whether a vendor is a Disadvantaged Business Enterprise or small local business enterprise, and other reasonable considerations with the purpose of selecting the vendor that represents the best value for SCWA.
2. The responses must be presented to the Chief Executive Officer. Such presentation may include a recommendation. If a recommendation is made

to use a Public Contract vendor, at least one non-Public Contract response for the same item must be provided or an explanation as to why a non-Public Contract vendor was not provided.

3. The Chief Executive Officer, taking into consideration, among other things, any recommendation, price, vendor experience and responsibility, whether a vendor is a Disadvantaged Business Enterprise or small local business enterprise, its ability to perform the service in a timely fashion, and other reasonable considerations with the purpose of selecting the vendor that represents the best value for SCWA. The CEO may authorize or reject entering into an agreement with a vendor for the requested good or service.

## **V. SOLICITATION OF PROFESSIONAL SERVICES**

- A. Solicitation for Professional Services with an aggregate value of TWENTY THOUSAND DOLLARS (\$20,000) or greater:

The Procurement Officer must issue a request for proposals. SCWA must use its reasonable efforts to circulate the request for proposals. Such request for proposals must be posted on the SCWA website and may be circulated by other means. If the issuance of a request for proposals is unreasonable under the circumstances, SCWA may obtain at least three quotes for such services and provide an explanation as to why a request for proposals was not issued.

- B. Solicitation for Professional Services with an aggregate value of less than TWENTY THOUSAND DOLLARS (\$20,000):

The Procurement Officer must solicit written proposals from reputable professional vendors with experience performing the requested service. A request for proposals may be issued if deemed appropriate by the soliciting department. The use of a request for proposals is encouraged if highly technical or specialized services are sought. If a request for proposals is issued, the request must be posted on the SCWA website and may be circulated by other means. SCWA may schedule a conference with the vendors prior to any award.

## **VI. REVIEW AND SELECTION OF A FIRM OR INDIVIDUAL TO PROVIDE PROFESSIONAL SERVICES**

- A. Selection of a Firm or Individual to Provide Services with an Aggregate Value TEN THOUSAND DOLLARS (\$10,000.00) or greater:

1. The Procurement Officer must cause the evaluation of responses to the contract bid, request for proposals or Public Contract considering, among other things, price, vendor experience and responsibility, quality of product, whether a vendor is a Disadvantaged Business Enterprise or a local business enterprise, and other reasonable considerations with the purpose of selecting the vendor that represents the best value for SCWA.
2. The Procurement Officer must cause the responses to the contract bid,

request for proposals, or Public Contract vendor to the Chief Executive Officer for consideration on whether they should be presented to the Board. Such presentation may include a recommendation. If a recommendation is made for use of a Public Contract vendor, at least one non-Public Contract response for the same item must be provided or an explanation as to why a non-Public Contract vendor was not provided.

3. The Board taking into consideration, among other things, any recommendation, price, vendor experience and responsibility, whether a vendor is a Disadvantaged Business Enterprise or small local business enterprise, its ability to perform the service in a timely fashion, and other reasonable considerations with the purpose of selecting the vendor that represents the best value for SCWA. The Board may authorize or reject entering into an agreement with a vendor for the requested good or service.

**B. Review and Selection of a Firm or Individual to Provide Professional Services with a Value less than TEN THOUSAND DOLLARS (\$10,000.00).**

- 1 The Procurement Officer must cause the evaluation of responses to the solicitation considering, among other things, price, vendor experience and responsibility, quality of product, whether a vendor is a Disadvantaged Business Enterprise or small local business enterprise and other reasonable considerations with the purpose of selecting the vendor that represents the best value for SCWA.
2. The responses must be presented to the Chief Executive Officer. Such presentation may include a recommendation. If a recommendation is made for use of a Public Contract vendor, at least one non-Public Contract response for the same item must be provided or an explanation as to why a non-Public Contract vendor was not provided.
3. The Chief Executive Officer, taking into consideration, among other things, any recommendation, price, vendor experience and responsibility, whether a vendor is a Disadvantaged Business Enterprise or small local business enterprise, its ability to perform the service in a timely fashion, and other reasonable considerations with the purpose of selecting the vendor that represents the best value for SCWA. The CEO may authorize or reject entering into an agreement with a vendor for the requested good or service.

**VII. Blanket Purchase Authorizations**

**A. Issuance of a Blanket Authorization:**

The Board may, upon the recommendation of the Procurement Officer, authorize or reject establishing a Blanket Authorization for an anticipated amount of goods or services of the same type or in the same category from one vendor and the estimated Aggregate Value of such goods or services. The Procurement Officer must use its reasonable efforts to circulate contract bids to, requests for proposals to, or seek quotes from prospective vendors, including posting notice

on SCWA's website, before issuing a Blanket Authorization to a vendor.

**B. Review and Approval of Blanket Authorizations:**

1. The Procurement Officer must cause the evaluation of responses to the contract bid, request for proposals or Public Contract considering, among other things, price, vendor experience and responsibility, quality of product, whether a vendor is a Disadvantaged Business Enterprise, small local business enterprise, and other reasonable considerations with the purpose of selecting the vendor that represents the best value for SCWA.
2. The responses to the contract bid, request for proposals, or Public Contract vendor must be presented to the Board for its consideration. If a recommendation is made to use a Public Contract vendor, at least one non-Public Contract response for the same item must be provided or an explanation as to why a non-Public Contract vendor was not provided.

The recommendation must include an explanation as to why the Blanket Authorization should be issued and demonstrate compliance with this Policy by indicating the reasonable efforts made to obtain proposals from prospective vendor(s) for the items sought.

3. The Board taking into consideration, among other things, any recommendation, price, vendor experience and responsibility, whether a vendor is a Disadvantaged Business Enterprise, small local business enterprise, its ability to perform the service in a timely fashion, and other reasonable considerations with the purpose of selecting the vendor that represents the best value for SCWA. The Board may authorize or reject issuing a Blanket Authorization.

**C. Purchases after the issuance of a Blanket Authorization:**

Purchases from the selected vendor will be made pursuant to Section VIII below. Notwithstanding the issuance of a Blanket Authorization, the Procurement Officer may, in its discretion, but is not be obligated to, obtain competitive pricing under the methods set forth in Sections III and IV prior to purchasing any item covered by the Blanket Authorization.

**VIII. Purchase Orders**

Purchase Orders for Goods and Services or Professional Services under this Policy must conform to the following procedures.

- A. All individual purchases with an aggregate value of Two Hundred Fifty Dollars (\$250.00) or more require the issuance of a purchase order. The Procurement Officer, or its designee, must review Purchasing Orders for facial conformity with this Policy.
- B. Authority to issue Purchase Orders:

1. Purchase Orders of any value may be issued by:  
Members, Chief Executive Officer, Chief Financial Officer, Chief Technology Officer, Deputy Chief Executive Officer for Administration, Deputy Chief Executive Officer for Customer Service, Deputy Chief Executive Officer for Operations, and General Counsel.
2. Purchase Orders with an aggregate value of less than One Thousand Dollars (\$1,000.00) may also be issued by:  
Chief Engineer and Director of Research and Development, Director of Communications and External Affairs, **Director of Information Technology**, Director of Construction Maintenance, Director of Field Services, Director of General Services, Director of Water Quality and Laboratory Services, Director of Production Control, Director of Risk Management, and Director of Strategic Initiatives ~~and Fleet Manager.~~
3. Purchase Orders for goods or services with an aggregate value of less than Five Hundred Dollars (\$500.00) may also be issued by:  
Storeroom Manager and by Managers and Superintendents, not otherwise specifically mentioned, for items used within their department.
4. Purchase Orders for Professional Services Agreements without a Sum Certain (e.g. fees earned based on an hourly rate), must be submitted to the SCWA Board for their review and approval of payment.

## **IX. Aggregate Value**

The Procurement Officer or its designee must use its best efforts to estimate the Aggregate Value purchased in the same fiscal year to determine the applicable acquisition procedure, as established by this Policy. If during a fiscal year, the Procurement Officer or its designee determines that the estimated value is lower than the actual purchases made, a revised estimate of the Aggregate Value must be made prior to making additional purchases. The appropriate acquisition procedure based upon the revised estimate must then be utilized.

## **X. Purchasing Cards**

The Chief Executive Officer may authorize the issuance of purchasing cards to various departments for use to purchase goods not normally stocked by SCWA, not available under an existing SCWA contract, needed immediately, or needed from a vendor who does not accept SCWA purchase orders. The CEO, or its designee, must establish controls on the use of the cards and such controls and compliance with the same shall be reviewed no less than annually by the Internal Auditor.

## **XI. Purchases During an Emergency Condition**

If there is an emergency that affects SCWA's normal operations this Policy may be suspended for as long as the emergency exists upon the declaration of the emergency by the Chief Executive Officer. Within a reasonable time after the emergency ends, the details of the purchase or rental of any goods or services of the same type or category (e.g. bottled water, pumping equipment) made during the emergency costing Ten Thousand Dollars (\$10,000) or more must be presented to the Board for its review.

## **XII. Local Small Business Enterprise Preference**

If a local small business enterprise's proposal is no more than Five Percent (5%) greater than the otherwise lowest responsive bid, the enterprise may be selected to provide the good or service, as the best value.

Local small business enterprise preference recommendations must contain the reason for the recommendation. Awards to local small business enterprises must comply with all other provisions of this Policy.

## **XIII. EXPENSES NOT SUBJECT TO NEGOTIATION**

SCWA recognizes that the prompt payment of invoices for utilities, including, but not limited to, electrical, telephone, cellular, natural gas, governmental fees of any sort, legal notice publications, postage, and express delivery services is important and represents a good business practice. The fees for such services are not subject to negotiation. SCWA may make such payment upon receipt of an invoice for the same without Board approval. Members, Chief Executive Officer, Chief Financial Officer, Chief Technology Officer, Deputy Chief Executive Officer for Administration, Deputy Chief Executive Officer for Customer Service, and Deputy Chief Executive Officer for Operations, and General Counsel may make such payments. In addition, the Board delegates to the Director of Finance and the Finance Department Manager authority to make payments for these services upon receipt of an invoice for the same without further Board action.

## **XIV. AUDIT OF DOCUMENTS**

All expenditures as well as processes and procedures leading towards those expenditures are subject to further audit by internal auditors, independent accountants, and appropriate government agencies as required.

## **XV. REPORTS**

On an annual basis, a report will be submitted to the Board reflecting number of contracts, contractor, estimated annual award amounts and amounts paid to date and the controls governing the use of purchasing cards.

## **XVI. REVIEW**


The Board must review and reconfirm this policy on no less than an annual basis.

## **XVII. EFFECTIVE DATE**

The Effective Date for this Policy is December 19, 2024.

**SUFFOLK COUNTY WATER AUTHORITY**  
**Oakdale, Long Island, New York**

**I N T E R O F F I C E   C O R R E S P O N D E N C E**

**DATE:** December 2, 2024  
**TO:** Jeffrey W. Szabo, Chief Executive Officer  
**FROM:** Joseph M. Pokorny, P.E., Deputy CEO for Operations   
**SUBJECT:** American Water Works Association (AWWA)  
Webinar Bundle 2025

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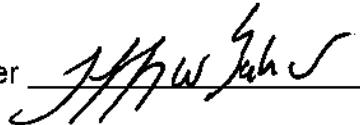
American Water Works Association (AWWA) has a webinar bundle for 2025 which consists of 22 webcasts throughout the year at a cost of \$2,900.00.

It was very successful last year and the savings on purchasing the bundle as opposed to purchasing each one individually would be \$2,000.00. The webinars offer continuing education credits (CEU) to employees who have a Grade II B license. It provides each attendee with knowledge and experience they can utilize.

If it meets with your approval, please arrange to have this item placed on the agenda for the.

JMP:dw

Approved: J. Szabo, Chief Executive Officer





**SUFFOLK COUNTY WATER AUTHORITY**

**INTEROFFICE CORRESPONDENCE**

**DATE:** December 12, 2024

**TO:** Chairman/Board Members

**FROM:** Jeff Szabo, Chief Executive Officer

**SUBJECT:** Extension of Contract No. 1612 – Radiological Analysis of Drinking Water Samples  
January 1, 2025, to December 31, 2025

**EXTEND:** GEL Laboratories, LLC  
Charleston, South Carolina

---

GEL Laboratories, LLC, by way of the attached letter, has agreed to extend the subject contract for a second year representing the first of two possible one-year extensions.

Original contract award, January 2024, was in the total estimated annual amount of \$51,840. To date, there has been \$45,786 paid to GEL Laboratories under the subject contract.

GEL Laboratories currently holds no other contracts with the Authority.

GEL Laboratories' performance on the above referenced contract is satisfactory.

The Laboratory recommends granting the one-year extension to GEL Laboratories, LLC.

Reviewed by:

T. Schneider, Director of Water Quality & Lab Services

✍

Purchasing Clerk: C Congiusta  
Purchasing Manager: J Deubel

Attachment: 1 memo



Purchasing Department

P.O. Box 38  
Oakdale, New York 11769-0901  
(631) 292-6032

December 9, 2024

Gel Laboratories LLC  
2040 Savage Road  
Charleston, SC 29407

Re: RFP/Contract No. 1612 – Radiological Analysis of Drinking Water Samples, January 1, 2024 – December 31, 2024

Extension of Contract – January 1, 2025 through December 31, 2025

Dear Sir / Madam:

The subject contract expires on December 31, 2024. It can be extended for one year. The extension, if exercised by both parties, will cover the above referenced period.

Is your firm interested in extending the contract for an additional year on the same terms, conditions, and pricing? Please indicate your firm's preference by circling yes or no and signing the bottom of this letter and returning a copy to John Deubel.

Please return this form to: Suffolk County Water Authority, Attn: Purchasing, P.O. Box 38, Oakdale, NY 11769-0901, you can also email a copy of the form to [John.Deubel@scwa.com](mailto:John.Deubel@scwa.com).

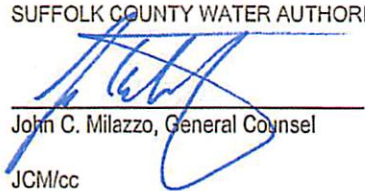
Please respond by December 16, 2024.

Please note that this letter does not constitute an offer of extension but merely confirms your interest in either extending the contract or terminating same. This letter does not constitute consent by the Authority to extend the contract. The Suffolk County Water Authority Board, or its authorized representative, will decide whether to extend this contract.

If the subject contract contains a Performance Bond or a Letter of Credit (Letter of Credit Expiration date shall be one-month past the contract expiration date), evidence of Bond renewal or a new Letter of Credit must be submitted for the new contract term to my office within thirty (30) days from notification that the contract has been extended by the Board or its representative.

Very truly yours,

SUFFOLK COUNTY WATER AUTHORITY

  
John C. Milazzo, General Counsel

JCM/cc

[mrkt@gel.com](mailto:mrkt@gel.com)

☒ Yes, extend / No, terminate the contract (Circle one)

GEL Laboratories, LLC

  
Carey J. Bocklet, Chief Operating Officer

**SUFFOLK COUNTY WATER AUTHORITY**

**INTEROFFICE CORRESPONDENCE**

**DATE:** December 13, 2024

**TO:** Chairman/Board Members

**FROM:** Jeff Szabo, Chief Executive Officer

**SUBJECT:** Extension of Contract No. 1621 – Screening, Locating, and Marketing of Underground Facilities  
May 1, 2025, to April 30, 2026

**EXTEND:** One Call Concepts Locating Services, Inc.  
Hanover, Maryland

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One Call Concepts Locating Services, Inc., by way of the attached email, has agreed to extend the subject contract for a second year representing the first of two possible one-year extensions.

Original contract award, May 2024, was in the total estimated annual amount of \$861,375. To date, there has been \$416,508 paid to One Call Concepts under the subject contract.

One Call Concepts currently holds no other contracts with the Authority.

One Call Concepts' performance on the above referenced contract is satisfactory.

Construction Maintenance recommends granting the one-year extension to One Call Concepts Locating Services, Inc.

Reviewed by:

J. Pokorny, Deputy CEO of Operations                    –  
B. Warner, Director of Construction Maintenance       –

Purchasing Clerk: J Costa  
Purchasing Manager: J Deubel

Attachment: 1 memo

## Costa, Juanita

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**From:** Daniel Sheehan <dsheehan@occls.com>  
**Sent:** Friday, November 22, 2024 2:23 PM  
**To:** Costa, Juanita  
**Subject:** RE: EXTENSION OF RFP#1621 - One Call Concepts Locating Services, Inc - Extension Letter - Reminder

**CAUTION:** This email originated from outside of SCWA. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Juanita,

We intend to extend the agreement!

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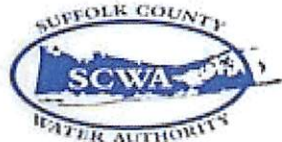
**From:** Costa, Juanita <Juanita.Costa@SCWA.com>  
**Sent:** Friday, November 15, 2024 10:42 AM  
**To:** Daniel Sheehan <dsheehan@occls.com>  
**Subject:** EXTENSION OF RFP#1621 - One Call Concepts Locating Services, Inc - Extension Letter - Reminder  
**Importance:** High

Reminder

The above subject contract is due to expire **April 30, 2025**. Attached is an offer of extension for the above subject contract. Please respond via email to: [John.Deubel@SCWA.com](mailto:John.Deubel@SCWA.com) if you intend/or not extend this agreement.

Thank you,

Juanita Costa, Sr. Clerk  
Suffolk County Water Authority  
Purchasing Department



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**From:** Costa, Juanita  
**Sent:** Thursday, October 31, 2024 1:12 PM  
**To:** [dsheehan@occls.com](mailto:dsheehan@occls.com)  
**Subject:** Extension of RFP 1621 - One Call Concepts Locating Services, Inc - Extension Letter - Reminder  
**Importance:** High

Reminder.

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**From:** Costa, Juanita  
**Sent:** Tuesday, October 15, 2024 10:51 AM  
**To:** [dsheehan@occls.com](mailto:dsheehan@occls.com)  
**Cc:** Deubel, John <[John.Deubel@SCWA.com](mailto:John.Deubel@SCWA.com)>

**Subject:** Extension of RFP 1621 - One Call Concepts Locating Services, Inc - Extension Letter

**Importance:** High

The above subject contract is due to expire April 30, 2025. Attached is an offer of extension for the above subject contract. Please respond via email to: [John.Deubel@SCWA.com](mailto:John.Deubel@SCWA.com) if you intend/or not extend this agreement.

Thank you,

Juanita Costa, Sr. Clerk  
Suffolk County Water Authority  
Purchasing Department



**SUFFOLK COUNTY WATER AUTHORITY  
Oakdale, Long Island, New York**

**I N T E R O F F I C E   C O R R E S P O N D E N C E**

**DATE:** December 13, 2024  
**TO:** Jeffrey W. Szabo, CEO  
**FROM:** Timothy J. Kilcommons, P.E., Chief Engineer/Dir. R&D  
**SUBJECT:** Structural Monitoring Services at Coram Complex



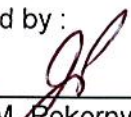
LiRo Engineers, Inc of Mineola, NY recently provided engineering services to SCWA, inspecting and analyzing the roof systems for Buildings 1-5 at our Coram office complex. One of the findings in their subsequent report was a recommendation to monitor conditions in the attics of all five buildings. Plumb bobs were installed by LiRo as part of the scope of their inspection services and these will be monitored for changes from the established baselines.

It is believed that having an independent third-party structural engineer such as LiRo perform the monitoring will provide assurance to both SCWA employees and tenants (USGS and US Coast Guard) alike and allow for contingency planning and mitigation strategies should conditions change.

LiRo's proposal is based on bi-weekly monitoring inspections of all five buildings. The cost would be \$2,200 per bi-weekly visit or \$57,700 annually. This would be the maximum outlay as it is possible that the frequency of inspections could decrease if conditions warrant it.

If this meets with your approval, please place on the agenda for the December 2024 Board meeting.

Approved by :

  
\_\_\_\_\_  
Joseph M. Pokorny, P.E.  
Deputy CEO for Operations

12/16/24  
Date



**LiRo Engineers, Inc.**

A LiRo-Hill Company

235 East Jericho Tpke, Mineola, NY 11501 Telephone 516.746.2350 www.liro-hill.com

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December 12, 2024

Peter Schembri Jr., PE, CCM  
Lead Site Civil Engineer  
Suffolk County Water Authority

Re: SCWA Coram Facility Buildings 1-5  
Fee Proposal – Structural Monitoring Services

Dear Mr. Schembri,

LiRo Engineers, Inc. (LiRo) is pleased to submit this proposal to provide structural monitoring services at Buildings 1 through 5 at the SCWA Coram Facility located at 2045 NY-112 Suite 5 in Coram, New York. This proposal is based on correspondence with your office regarding the review of the structural conditions of the building roof systems.

**PROJECT UNDERSTANDING**

LiRo performed a condition assessment of each of the five building roof systems at the Coram Facility in the fall of 2024. As part of this assessment, plumb bobs were installed at several locations in each building attic to measure the plumbness of selected wood trusses. One of the recommendations of the assessment includes the performance of periodic monitoring of the trusses to observe and identify conditions in the interim period before repairs can be performed. The SCWA has requested that LiRo provide a proposal to perform bi-weekly monitoring inspections of each building roof by taking measurements of the plumb bobs and to provide a report after each monitoring visit.

**SCOPE OF WORK**

LiRo will perform bi-weekly monitoring site visits to each of the five buildings at the Coram facility to monitor the condition of the existing roof trusses by taking measurements of the previously installed plumb bob locations. Each monitoring visit to the site will include the following:

- Two engineers from LiRo will visit the site and measure the out of plumbness distance at the bottom of the base truss top chord at each previously installed plumb bob. See below for a count of the plumb bob locations in each building (52 total):
  - Building 1: 8 locations
  - Building 2: 6 locations
  - Building 3: 6 locations
  - Building 4: 8 locations
  - Building 5: 24 locations
- Access to the attics shall be provided by the SCWA during each of these site visits, including ladder access to Building's 2, 3, and 4 through the exterior wall access panel. Additionally, a staff member from SCWA shall be available to assist LiRo staff with ladder access in and out of the wall access panel.
- Measurements and photos will be taken at each plumb bob location and documented in a summary report that will be updated and shared with the SCWA after each site visit. This report will include a table showing the previous and current plumb bob measurements, using the measurements taken



from the Fall 2024 assessment report as the initial reading. LiRo will immediately notify the SCWA if there is a significant change or observed trend in the roof truss condition.

- LiRo will distribute the bi-weekly monitoring report within two business days of the site visit.

#### **COMPENSATION**

The cost for the monitoring services described above shall be **\$2,200** per bi-weekly inspection.

#### **ASSUMPTIONS & EXCLUSIONS**

The following assumptions and exclusions apply to this proposal:

1. LiRo staff will be provided with full access to the building site during normal business hours.
2. The Owner will coordinate the bi-weekly visits with building tenants so that all the spaces can be visited on the day of the scheduled monitoring visit.
3. The Owner will provide ladders and a staff person to supervise the access to the attic through the wall hatches at Building's 2, 3, and 4.
4. The scope of work for this proposal covers only the cost to perform the site visit, plumb bob measurements, and monitoring reporting. Any additional work beyond this scope of work will be considered additional services.

#### **LiRo Payment Terms**

- Payments will be made to LiRo pursuant to the submission of a payment request by LiRo. The Client shall make payments to LiRo for work performed within 30 days of invoicing.

This proposal and the respective fee are valid for 90 days from the issuance date. After 90 days, LiRo reserves the right to void or modify this proposal and the respective fee. If you find the terms and conditions described above acceptable, LiRo will provide a consulting services agreement for your review/signature. A doubly executed Consulting Services Agreement will serve as LiRo's formal notice to proceed (NTP).

Please do not hesitate to contact us if you have any questions or require any additional information. We look forward to continuing to work with the SCWA on this important project.


Sincerely,

Phillip Georgakopoulos, P.E.  
Associate Vice President

Cc: Peter Koklanos, P.E., S.E., QRWI, DBIA Assoc., LEED AP  
Ioannis Giannakou, P.E.  
LiRo Project No. 24-296-0620



**SUFFOLK COUNTY WATER AUTHORITY**  
**Oakdale, Long Island, New York**  
**INTEROFFICE CORRESPONDENCE**

**DATE:** December 16, 2024  
**TO:** Jeffrey W. Szabo, CEO  
**FROM:** Timothy J. Kilcommons, P.E., Chief Engineer   
**SUBJECT:** Coram Building 5 Roof Replacement Design Study

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LiRo Engineers, Inc. of Mineola, NY recently provided engineering services to SCWA, inspecting and analyzing the roof systems of Buildings 1-5 at our Coram Complex as part of RFP-1635. As a result of their findings, LiRo recommended a full roof replacement on building 5 as a remedy for the observed conditions and structural deficiencies.

As part of RFP-1635, Item 2A requires LiRo to provide design services for the repair/replacement of structural deficiencies with plans, details & specifications as a deliverable. With the recommendations of the structural report being a full replacement of the roof structure, the scope of work must be expanded beyond the terms of the RFP to not solely include structural remedial/replacement designs but to additionally include such elements as Architectural, MEP (Mechanical, Electrical, Plumbing & Fire Protection), Civil and Environmental Engineering Services.

LiRo has provided a proposal to perform a study focusing on the aforementioned design services required for the Coram Building 5 Roof Replacement at a cost of \$54,400.00. This proposal includes expanded field inspection by the additional required engineering disciplines, development options, and third party cost estimating services detailing projected expense incurred to implement the recommendations and rectify the issues identified in Building 5.

If this meets with your approval, please place on the agenda for the December 2024 Board Meeting.

Approved By:

  
\_\_\_\_\_  
Joseph M. Pokorny, P.E.  
Deputy CEO for Operations

12/16/24  
Date

TJK:ps  
cc: P. Schembri, P.E.  
J. Milazzo



**LiRo Engineers, Inc.**

A LiRo-Hill Company

235 East Jericho Tpke, Mineola, NY 11501 Telephone 516.746.2350 www.liro-hill.com

December 12, 2024

Peter Schembri Jr., PE, CCM  
Lead Site Civil Engineer  
Suffolk County Water Authority

Re: SCWA Coram Facility Buildings 5  
Fee Proposal – Roof Replacement Conceptual Design Study

Dear Mr. Schembri,

LiRo Engineers, Inc. (LiRo) is pleased to submit this proposal to perform a roof replacement conceptual design study of Building 5 at the Suffolk County Water Authority's Coram facility located at 2045 NY-112 in Coram, New York. As LiRo Engineers, Inc. is an engineering firm, all architectural services for this project will be offered and provided by our affiliate firm, LiRo Architects + Planners, PC. (LAP). LiRo Engineers and LAP will issue a Conceptual Design package, including narrative, supporting sketches, and construction cost estimate as detailed below.

#### **PROJECT UNDERSTANDING**

The Suffolk County Water Authority (SCWA) owns five buildings at its facility in Coram, New York. These buildings are labeled 1-5 and were built in the 1970s as part of a retail complex. All five buildings are single-story structures with perimeter load-bearing masonry walls, interior steel columns and steel beams, and prefabricated piggy-back wood trusses supporting a gable roof. LiRo performed a condition assessment of each of the five building roof systems in the fall of 2024, which included a thorough evaluation of the roof structure, roofing materials, and building perimeter. The assessment determined that the roof of Building 5 requires major structural reinforcement and one of the recommendations is to perform a complete roof replacement. The SCWA has requested that LiRo perform a conceptual design study to develop up to two possible roof replacement options and a budgetary (conceptual planning level) construction cost estimate for each option.



**Figure 1 - Aerial Image of Coram Site**





## **SCOPE OF WORK**

LiRo will lead a conceptual design study to develop two possible roof replacement options for Building 5 that will include input from the various design disciplines of architecture, structural, civil, MEP, and environmental engineering. A full demolition and replacement of the roof will impact multiple existing systems and components of the building, such as the building structure, interior finishes, ceilings, mechanical, plumbing, and electrical systems, rainwater drainage systems, exterior façade, parapets, finishes, sprinkler/fire alarm and roofing system. A full roof replacement represents a significant alteration that will likely result in necessary upgrades to comply with current building codes. LiRo will perform a review of the possible building and energy code requirements as part of the conceptual design study. The removal and demolition of the roofing materials also necessitates a hazardous materials inspection to determine if any asbestos containing building materials, lead paint or bulk PCBs are present.

The design team will perform a site visit at the start of the study to verify the existing conditions. Existing building documents will be reviewed to understand the building conditions and identify constraints for the replacement roof options. LiRo will have two in-person meetings with the SCWA; the first meeting will be held shortly after the start of the study and initial site visits to review and discuss roof replacement options and confirm the project goals. A second meeting will be held to review the proposed replacement options and cost estimate. The conceptual design deliverable will be a narrative summarizing the findings from each design discipline along with conceptual design information provided for the two replacement options, including two plan sketches and one main elevation of a non-gable roof to assist the cost estimator in developing budgetary construction costs. Full design drawings are not included and would only be performed after completion of this study and upon approval from the SCWA.

Please see below for a more detailed description of the scope of work provided by each design discipline:

### *Architecture*

- Perform one (1) site visit to visually observe and record the existing building conditions (exterior and interior).
- Perform a building code review to determine the Alteration Level resulting from the proposed roof replacement design. Identify code required system upgrades and the authorities having jurisdiction for construction permits.
- Develop two conceptual design options for replacing the entire building roof. It is anticipated that one option will be a flat roof with new perimeter parapets and the other option will be a gable roof similar to the existing roof system.
- Review building exterior façade design impacts along the storefront and sidewalk breezeway, building interior architectural impacts including layout, ceilings, and finishes.
- Prepare a narrative detailing the architectural design of the two roof replacement concepts. Provide two sketches to supplement the narrative, including two roof plans and one main building elevation.

### *MEP (Mechanical, Electrical, Plumbing, and Fire Protection)*

- Perform one (1) site visit by MEP engineers to survey existing building utility services, equipment, distribution, and overall building areas.
- Perform a review of the various building MEP systems following the requirements of the New York State Building Codes and the 2017 NFPA 70 National Electric Code (NEC).



- Review the existing mechanical equipment serving the building, including unit locations and ductwork distribution with installation and hanging methods.
- Review the existing building plumbing and fire sprinkler system piping distribution to understand routing and hanging methods.
- Review the existing building electrical service equipment and distribution to determine equipment locations and to understand routing and hanging methods of devices and conduits.
- Determine options for relocation of existing equipment and/or specification and installation of new equipment to accommodate the proposed new roof design.
- Determine options for removal and reinstallation or replacement of all MEP distribution systems that will be affected by the removal of the existing roof to accommodate the proposed new roof design.
- Identify any additional replacements, upgrades, or new systems that will be required to accommodate the proposed new roof design.
- Prepare a narrative detailing the feasibility options for the mechanical, electrical, plumbing, and fire protection systems modifications and support services. A limited number of sketches will be provided for planning and conceptual layout to supplement the narrative.

#### *Structural*

- Perform one (1) site visit to observe existing building structural systems, with particular focus on the existing perimeter bearing walls, interior columns, and steel beams that will remain and provide support for the replacement roof structure.
- Selective probes may be requested before the site visit to remove finishes so that the existing steel beams or columns can be observed that are hidden from view. The performance of the probes shall be performed by the Owner.
- Review the New York State Building Code for the applicable structural design criteria for a replacement roof system and to identify structural reinforcement that might be required to comply with modern wind or seismic requirements.
- Perform structural design calculations to determine approximate structural framing options for the two conceptual roof replacement designs. Typical structural bay sizing will be determined (beam and roof deck size and spacing). The general capacity of the existing to remain beams and vertical support members will be reviewed to confirm if any reinforcing is required.
- Prepare a narrative detailing the structural design requirements for the roof replacement options. Supplement the narrative with a roof plan sketch identifying the typical structural bay framing design.

#### *Civil*

- Perform one (1) site visit to observe existing site conditions around the building perimeter and the existing roof gutter drain inlets.
- Review options to connect new roof drainage system at the site for the proposed roof replacement designs.
- Prepare a narrative describing civil/site impacts for the proposed roof replacement design and roof drainage system.





### *Environmental*

- Perform a hazardous materials inspection focused on NYS and EPA regulated asbestos building materials (ACBM) and bulk PCB's that could be contained in the waterproofing materials. This investigation will include the following:
  - Inspection of the roof by NYSDOL certified staff using a scissor lift (up to two days in the field)
  - Inspection will include typical roofing buildup, waterproofing sealants, jointing/flashing around the cupola. Samples will be extracted, including full layering of the roofing assembly and interior attic.
  - Localized patching will be performed but note that this patching is not guaranteed for long-term performance.
  - Extracted materials will be sent to the laboratory for testing.
- Prepare a brief summary of the results of the hazardous materials inspection and materials testing.

### *Cost Estimate*

- Cost estimating services will be provided by our trusted subconsultant, Nasco Construction Services, Inc.
- Detailed cost estimates will be provided for two roof replacement options, including quantities and unit prices. The cost estimates will be included in the conceptual design narrative submission.

## **ASSUMPTIONS & EXCLUSIONS**

The following assumptions and exclusions apply to this proposal:

1. LiRo staff will be provided with full access to the building site during normal business hours, including access to the roof.
2. If deemed necessary, any structural probes or testing requested by our office will be performed by the Owner or a Contractor hired by the Owner. Ladders or lifts shall be provided by the Owner or their designated Contractor if necessary to observe the exposed conditions.
3. Design development, preparation of construction documents, specifications or third-party approvals or permits is excluded from this scope of work.
4. Design of any means-and-methods of construction or the design of temporary structures such as emergency shoring, or bracing is excluded.
5. Surveying, scanning, digital imaging, geotechnical investigation, or material testing services are excluded.
6. Construction Phase services or inspections are not included with this proposal.

## **COMPENSATION**

For the performance of the Services described above, the Client shall compensate LiRo for the lump sum amount of **\$54,400.00**. Reimbursable expenses shall be invoiced separately at cost.



#### LiRo Payment Terms

- Payments will be made to LiRo pursuant to the submission of a payment request by LiRo. The Client shall make payments to LiRo for work performed within 30 days of invoicing.

This proposal and the respective fee are valid for 90 days from the issuance date. After 90 days, LiRo reserves the right to void or modify this proposal and the respective fee. If you find the terms and conditions described above acceptable, LiRo will provide a consulting services agreement for your review/signature. A doubly executed Consulting Services Agreement will serve as LiRo's formal notice to proceed (NTP).

Please do not hesitate to contact us if you have any questions or require any additional information. We look forward to the opportunity to work with SCWA on this project.

Sincerely,

Peter Koklanos, P.E., S.E., QPSI, QRWI, Assoc. DBIA, LEED AP  
Senior Vice President

Cc: Phillip Georgakopoulos, P.E.  
Vincent Dell'Aquila, AIA  
Lawrence Kuo, P.E.  
Bruce Korrow, P.E.  
LiRo Project No. 24-296-0620

**SUFFOLK COUNTY WATER AUTHORITY**

**INTEROFFICE CORRESPONDENCE**

**DATE:** December 10, 2024  
**TO:** Chairman/Board Members  
**FROM:** Christopher Cecchetto, Chief Financial Officer  
**SUBJECT:** RFP- 1638 – Financial Auditing Services  
**AWARD:** KPMG LLP  
Melville, New York  
January 1, 2025 – October 31, 2027



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SCWA issued RFP No. 1638, Financial Auditing Services on September 12, 2024, looking to retain a nationally recognized firm of certified public accountants to audit its annual financial statements in conformity with United States Generally Accepted Accounting Principles ("GAAP"). The proposals were to provide assignment for three (3) fiscal years, beginning with the fiscal year ending May 31, 2025, with the option for two (2) additional terms at the completion of the third fiscal year term. The Authority received five (5) bids for in response to the RFP and were as follows:

1. **KPMG LLP; estimated cost of \$1,167,000 over a 5-year period**
2. **PKF O'Connor Davies, LLP; estimated cost of \$975,000 over a 5-year period**
3. **CLA; estimated cost of \$667,000 over a 5-year period**
4. **Roth & Company; estimated cost of \$952,000 over a 5-year period**
5. **Baker Tilly; estimated cost of \$1,327,000 over a 5-year period**

A Finance and Auditing Evaluation Committee was created, and a comprehensive review of each bidder's proposal was performed, which included the evaluation of technical and pricing criteria. Completion of scorecards by the evaluation committee yielded KPMG LLP (incumbent) as the highest scoring submission.

**The Finance and Auditing evaluation committee recommends awarding RFP 1638- Financial Auditing Services to KPMG LLP.**


Reviewed by:

Purchasing Manager: J Deubel

**SUFFOLK COUNTY WATER AUTHORITY  
Oakdale, Long Island, New York**

**INTEROFFICE CORRESPONDENCE**

**DATE:** December 16, 2024  
**TO:** Chairman/Members  
**FROM:** T.J. Kilcommons, P.E., Chief Engineer/Director of R&D  
**SUBJECT:** Approval Request for USGS Well Drilling Proposal



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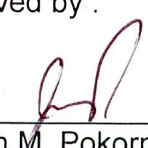
We are requesting Board approval for a request from the U.S. Geological Survey (USGS), in collaboration with the New York State Department of Environmental Conservation (NYSDEC), to drill deep observation wells on SCWA properties as part of the Long Island Groundwater Sustainability Project. This initiative is a critical component of Phase 2 of their multi-phase study, which seeks to enhance understanding of Long Island's hydrogeologic framework and improve the groundwater model recalibration for Suffolk County.

The proposed drilling sites are as follows:

- Parlato Property, East Quogue.
- Madison Hill Drive wellfield, Camp Hero, Montauk.
- Eatons Neck SCWA Property.

The USGS plans to drill to bedrock to obtain data from the Magothy and Lloyd aquifers. The data collected from these sites will fill critical gaps in the understanding of Long Island's aquifers, improve predictions of responses to hydrologic stresses such as sea level rise and pumping, and bolster the long-term sustainability and resilience of the region's water supply. There will be no costs incurred by SCWA and the contractor will provide insurance and indemnification. The agreement is also subject to the legal department's approval.

Approved by :



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Joseph M. Pokorny, P.E.  
Deputy CEO for Operations

12/17/24  
Date



**INVOICES-BOARD MEETING-DECEMBER 2024**

<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
BOND, SCHOENECK & KING, PLLC	LABOR COUNSEL SERVICES DURING OCTOBER 2024	3245.50
<b>TOTAL</b>		<b>3245.50</b>
CORRTECH, INC	ANNUAL TANK SANITARY INSPECTIONS	25838.75
CORRTECH, INC	ANNUAL TANK SANITARY INSPECTIONS	47809.25
<b>TOTAL</b>		<b>73648.00</b>
DVIRKA & BARTILUCCI	TANK ENGINEERING SERVICES	643.75
DVIRKA & BARTILUCCI	TANK ENGINEERING SERVICES	1056.50
DVIRKA & BARTILUCCI	TANK ENGINEERING SERVICES	1523.00
DVIRKA & BARTILUCCI	TANK ENGINEERING SERVICES	1494.75
DVIRKA & BARTILUCCI	TANK ENGINEERING SERVICES	1227.50
DVIRKA & BARTILUCCI	TANK ENGINEERING SERVICES	665.25
DVIRKA & BARTILUCCI	TANK ENGINEERING SERVICES	1805.00
DVIRKA & BARTILUCCI	TANK ENGINEERING SERVICES	450.25
DVIRKA & BARTILUCCI	TANK ENGINEERING SERVICES	277.75
DVIRKA & BARTILUCCI	TANK ENGINEERING SERVICES	249.00
DVIRKA & BARTILUCCI	TANK ENGINEERING SERVICES	1236.50
DVIRKA & BARTILUCCI	TANK ENGINEERING SERVICES	3581.00
DVIRKA & BARTILUCCI	TANK ENGINEERING SERVICES	129.75
DVIRKA & BARTILUCCI	TANK ENGINEERING SERVICES	69.25
DVIRKA & BARTILUCCI	TANK ENGINEERING SERVICES	1989.25
DVIRKA & BARTILUCCI	TANK ENGINEERING SERVICES	358.25
DVIRKA & BARTILUCCI	TANK ENGINEERING SERVICES	266.25
DVIRKA & BARTILUCCI	TANK ENGINEERING SERVICES	1660.50
DVIRKA & BARTILUCCI	TANK ENGINEERING SERVICES	1580.75
DVIRKA & BARTILUCCI	TANK ENGINEERING SERVICES	1836.75
DVIRKA & BARTILUCCI	TANK ENGINEERING SERVICES	454.25
<b>TOTAL</b>		<b>22555.25</b>
MILBER MARKIS PLOUSADIS & SEIDEN, LLP	PROFESSIONAL SERVICES	975.00
<b>TOTAL</b>		<b>975.00</b>
SOBEL PEVZNER, LLC	PROFESSIONAL SERVICES	707.50
SOBEL PEVZNER, LLC	PROFESSIONAL SERVICES	2858.50
SOBEL PEVZNER, LLC	PROFESSIONAL SERVICES	288.00
<b>TOTAL</b>		<b>3854.00</b>