



RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

Staff Summary A-33-2026

Subject: HVAC Duct Work Cleaning - Plan B (S/B # 91036-02196-013)	Date: April 01, 2026
Department: Shared Services, Office of Purchasing	Vendor Name: Total Environmental Restoration Solutions Inc.
Department Head Name: Melissa Gallucci	Contract Number: A-33-2026
Department Head Signature: <i>Melissa Gallucci</i>	Contract Manager Name: Timothy Funaro Buyer

Internal Approvals

Date & Initial	Approval	Date & Initial	Approval
4/29/2026 <i>BD</i>	Chief Procurement Officer	<i>AW</i> 6/2/26	Budget
5/4/2026 <i>KW</i>	County Attorney	<i>AW</i> 6/2/26	County Executive

Rev. 03/2024

5/4/2026 *KW* Insurance CP

Significant Adverse Information Identified? Yes / No (If Yes, attach memo.)

Purpose: To authorize and award a blanket purchase order for HVAC Duct Work Cleaning – Plan B for various Nassau County Departments

Discussion: This solicitation was advertised in the New York Post, New York State Contract Reporter and posted on Nassau County Bid Solicitation Board. Minority Affairs and CSEA were notified of this solicitation.

Vendors Viewed the solicitation: 24*

Vendors bid on this solicitation: 3

10 Woman Owned business

1 Woman Owned Business

8 Minority (African/American)

0 Minority (African/American)

17 Small Business

2 Small Business

1 Service Disabled (Veteran) Owned

0 Service Disabled (Veteran) Owned

1 Veteran Owned Business

0 Veteran Owned Business

4 None of the Above

0 None of the Above

The Identified lowest responsible bidder is Total Environmental Restoration Solutions Inc. (TERS) is listed as a small business in the above categories. ***Some vendors listed themselves in multiple categories.**

Impact on Funding/Term: The Maximum amount authorized under this blanket purchase order including any renewal options that may be exercised by the Commissioner of Shared Services shall be Two Million Two Hundred Thousand dollars (\$2,200,000.00) from general funds PWGEN0640, and PWCAPCAP. The term of this blanket purchase order shall be for a period of one (1) year from the effective date, with the Commissioner of Shared Services option to renew up to an additional four (4) one (1) year periods and additional two (2) month period, for a total term of five (5) years and two (2) months.

Recommendation: Department of Shared Services, Office of Purchasing recommends an award be given to Total Environmental Restoration Solutions Inc. (TERS) as the lowest responsible bidder meeting specifications.

RULES RESOLUTION

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS AND TOTAL ENVIRONMENTAL RESTORATION SOLUTIONS INC. (TERS),

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING has received competitive bids under sealed bid solicitation # 91036-02196-013 for HVAC Duct Work Cleaning – Plan B for various Nassau County Departments as more particularly described in the bid document; and

WHEREAS the Commissioner of Shared Services is representing to the Rules Committee that Total Environmental Restoration Solutions Inc. (TERS) meets all specifications for the product and/or services described in the said bid document as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Blanket Purchase Order with Total Environmental Restoration Solutions Inc. (TERS).

COUNTY OF NASSAU
INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

A-33-2026


FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE: April 01, 2026

SUBJECT: RESOLUTION – VARIOUS NASSAU COUNTY DEPARTMENTS

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE AMOUNT OF TWO MILLION TWO HUNDRED THOUSAND DOLLARS (\$ 2,200,000.00) ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS TO TOTAL ENVIRONMENTAL RESTORATION SOLUTIONS INC. (TERS) FOR HVAC DUCT WORK CLEANING – PLAN B.

THE ABOVE DESCRIBED RESOLUTION AND SUPPORTING DOCUMENTATION ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW, APPROVAL, AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.


MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

MS: br

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





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES NO If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Gary Shaked [GS@TERS.COM]

Dated: 04/02/2026 07:36:49 pm

Vendor: Total Environmental Restoration Solution

Title: President

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

YES NO If yes, please provide details:

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

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

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

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

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

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

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

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

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

a) Any felony charge pending?

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

b) Any misdemeanor charge pending?

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

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

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

[Empty box]

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

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

[Empty box]

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

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

[Empty box]

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

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

[Empty box]

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

[Empty box]

17 Conflict of Interest:

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

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

none

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

none

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

none

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

TERS personnel are not allowed to be involved in any other business, services, lobbying, etc.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [] NO [X]

Is the proposer an individual?
YES [] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;
05/25/2005
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.
Gary Shaked
200 E 90th St.
Apt. 21H
New York, NY 10128
- iii) Name, address and position of all officers and directors of the company. If none, explain.
Gary Shaked
200 E 90th St.
Apt. 21H
New York, NY 10128
- iv) State of incorporation (if applicable);
NY
- v) The number of employees in the firm;
12
- vi) Annual revenue of firm;
1200000
- vii) Summary of relevant accomplishments
Gary (Gadi) Shaked specializes in Indoor Environmental Diagnosis and Restoration and has a long and distinguished career in private industry, academia, and government. With more than 30 years of practical experience in the U.S. and abroad, we are true pioneering experts in the field. Total Environmental Restoration Solutions Inc. (TERS) Inc. is the #1 GREEN Environmental and Restoration Company.
For more than 30 years, we have been personally involved in planning, designing, performance, recovery & restoration of indoor environments affected by microbial, fire, and water damage, as well as diagnosis and remediation in several million square feet of industrial and non-industrial buildings, such as schools, hospitals office buildings, and residential buildings.
Experience:
Over 15,000 sites assessment and inspections.
Over 20,000 projects of Remediation & Environmental Cleanup.
Over \$60,000.000 fire & water damage mitigation projects.
Over \$30,000,000 Mold Remediation
- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.
17

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

Skills:

- Indoor Environment: Testing & Solutions
- Disasters Recovery & Clean-Up
- Environmental Emergency Decontamination & Clean-Up
- Indoor Air Quality: Testing & Solutions
- Mold Testing & Remediation
- Fire & Water Damage Mitigation
- Fire & Water Damage Restoration
- Documents & Books Restoration and Decontamination
- Documents & Archives Digitization
- Biohazard Testing & Remediation
- Electronics Restoration and Decontamination
- Machines Restoration and Decontamination
- Art Restoration and Decontamination
- Asbestos Monitoring and Removal
- Lead Testing & Remediation
- Radon Measurement and Mitigation
- Crime Scene Cleanup

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Nassau Community College		
Contact Person	Mr. Robert F. Ramirez, M.S., CSP, CEFP, SMS		
Address	One Education Drive,		
City	Garden City	State/Province/Territory	NY
Country	US		
Telephone	(516) 572-7781		
Fax #			
E-Mail Address	robert.ramirez@ncc.edu		

Company	Teachers College Columbia University		
Contact Person	Mr. Edward Kurzum		
Address	525 W 120th St,		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 678-4017		
Fax #			
E-Mail Address	Kurzum@exchange.tc.columbia.edu		

Company	Eileen Fisher Inc.		
Contact Person	Peter Joslin		
Address	1 Bridge St,		
City	Irvington	State/Province/Territory	NY
Country	US		
Telephone	(914) 721-4142		
Fax #			
E-Mail Address	pjoslin@eileenfisher.com		

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

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

CERTIFICATION

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

Name of submitting business: Total Environmental Restoration Solution

Electronically signed and certified at the date and time indicated by:
Gary Shaked GS@TERS.COM

President
Title

04/03/2026
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Gary Shaked
 Date of birth: 12/30/1966
 Home address: 200 E 90th St, Apt 21h
 City: New York State/Province/Territory: NY Zip/Postal Code: 10128
 Country: US
 Business Address: 16 Carol Avenue Unit 3
 City: West Haverstraw State/Province/Territory: NY Zip/Postal Code: 10993
 Country: US
 Telephone: 9147070183
 Other present address(es): 16 Carol Avenue Unit 3
 City: West Haverstraw State/Province/Territory: NY Zip/Postal Code: 10993
 Country: US
 Telephone: 9147070183

List of other addresses and telephone numbers attached

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

President	<u>05/25/2005</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	<u>05/25/2005</u>	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES NO If Yes, provide details.
I'm the 100% Owner

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

YES NO If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire?

YES NO If Yes, provide details.

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

YES NO If Yes, provide details.

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

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

a. Been debarred by any government agency from entering into contracts with that agency?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

- b. Is there any misdemeanor charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.
- c. Is there any administrative charge pending against you?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.
- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.
- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.
- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES NO If yes, provide an explanation of the circumstances and corrective action taken.

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

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

CERTIFICATION

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

Total Environmental Restoration Solution

Name of submitting business

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

Gary Shaked GS@TERS.COM

President

Title

04/03/2026 10:50:14 am

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Total Environmental Restoration Solutions Inc.

Address: 16 Carol Avenue Unit 3

City: West Haverstraw State/Province/Territory: NY Zip/Postal Code: 10993

Country: US

2. Entity's Vendor Identification Number: 562514740

3. Type of Business: Ltd. Liability Co (specify) _____

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

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

If none, explain.

Gary Shaked 200 E 90th St. Apt. 21H New York, NY 10128

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

N/A

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

Are there lobbyists involved in this matter?
YES [] NO [X]

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

16 Carol Avenue Unit 3

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

N/A

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

N/A

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

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


Electronically signed and certified at the date and time indicated by:
Gary Shaked [GS@TERS.COM]

Dated: 04/03/2026 10:54:14 am

Title: President

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

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER 91036-02196-013
	COUNTY OF NASSAU		Dated: Ad. 01/22/2026
	BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM - NOON & 1 PM - 4:45 PM		BID OPENING DATE February 19, 2026 11:00 A.M. E.D.S.T.
BUYER Timothy Funaro	TELEPHONE 516-571-7720	REQUISITION NUMBER N/A	

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: HVAC Duct Work Cleaning - Plan B

OFFICE OF PURCHASING
MAR - 3 2026
11AM

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

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

CASH DISCOUNT OF 2 PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

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

DELIVERY MADE TO: Various Nassau County Locations	GUARANTEED DELIVERY DATE 1 DAYS AFTER RECEIPT OF ORDER
	EMPLOYERS FEDERAL TAX ID NUMBER 56-2514740

TOLL FREE TELEPHONE NUMBER:
BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER Total Environmental Restoration Solutions, Inc.			
ADDRESS 16 Carol Avenue Unit 3			
CITY West Haverstraw	STATE NY	ZIP CODE 10993	TELEPHONE 914-707-0183
SIGNATURE OF AUTHORIZED INDIVIDUAL <i>Paul Diouhy</i>		PRINT OR TYPE NAME OF SIGNER AND TITLE Paul Diouhy Manager	

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

BID TERMS AND CONDITIONS

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

6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return, also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.
7. Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award, and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.
8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.
9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.
10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.
11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.
13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.
14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.
16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, baling or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.
17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.
18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.
19. Billings for deliveries must be rendered on County claim forms.
20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.
22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.
- (c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.
- (d) To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the city, village or town in which the installation has to be made, and of the County of Nassau and the State of New York.
- (e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.
- (f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
- (g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.
- (h) That all deliveries will not be inferior to the accepted bid sample.
23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 226 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 224 2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.
26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly designated representative.

Director, Office of Purchasing

DISCLOSURE STATEMENT

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

Bidders Name: Total environmental Restoration Solutions
Address: 16 Carol Avenue unit 3 west Hempstead, Ny 10993
Telephone No: 914-707-0183 Fax No: 866-805-3225

1. State Whether: A Corporation C-corp
Individual _____
Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.) - Listed on Page 4 - Gary Snaked address

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

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

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BIDDER SIGN HERE

Paul Dlouhy
BIDDER

Paul M
Manager

TITLE

QUALIFICATION STATEMENT

BIDDER'S NAME: Total Environmental Restoration Solutions, Inc.

ADDRESS: 16 Carol Avenue Unit 3

1. STATE WHETHER: CORPORATION C-corp INDIVIDUAL _____ PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
PRESIDENT Gary Shaked 200 East 90th St Apartment 21H New York, NY 10126

VICE PRESIDENT _____

SECRETARY _____

TREASURER _____

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? _____
IF SO WHEN? Yes. 2021 with Nassau Community College

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 21

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? no
IF SO, WHERE AND WHY? _____

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? Mold abatement, asbestos abatement,
lead abatement, water and fire damage, document and electronics restoration/drying

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

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Gary Shaked	President	35	commercial and residential large and small scale	supervisor
Paul Drouhy	Manager / ceo	13	commercial and residential large and small scale	Manager

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
reviewed the specifications and understand this is a County-wide on-call duct cleaning contract. No site inspection is applicable.
Our approach is based on extensive municipal experience performing this work.

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

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BIDDER SIGN HERE

Paul Drouhy
BIDDER

Paul Rey

2/12/26 Manager

TITLE

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

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

1. REFERENCE'S NAME: Columbia University - Teachers College

ADDRESS: 525 W 120th Street New York, New York
10027

TELEPHONE: 212-678-4017 CONTACT PERSON Edward Kurzum

CONTRACT DATE: 10+ years and ongoing

e-mail esk2147@tc.columbia.edu

2. REFERENCE'S NAME: Rother Management

ADDRESS: 330 East 71st Street ste 1E
New York, NY

TELEPHONE: 212-879-7737 CONTACT PERSON Lana Kazhdan

CONTRACT DATE: 7+ years and ongoing

e-mail lanak.management@gmail.com

3. REFERENCE'S NAME: SUNY Stony Brook

ADDRESS: 100 Nicolls Road Stony Brook, NY
11794

TELEPHONE: 631-559-6969 CONTACT PERSON Richard Adkins

CONTRACT DATE: 2021 - 2026

e-mail richard.j.adkins@stonybrook.edu

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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BIDDER SIGN HERE

Paul Blouky
BIDDER

Paul NY

Manager

TITLE

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

yes - Paul Dlouhy

2/12/26

Paul Dlouhy

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BIDDER SIGN HERE

Paul Dlouhy
BIDDER

2/12/26 Manager
TITLE

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

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

PLEASE CHECK ONE:

By submission of this Bid, I certify, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of my knowledge and belief, that the Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

OR

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

Dated: 2/12/26

Paul Dlouhy Paul Dlouhy
(Signature of Bidder)

Print Name: Paul Dlouhy

Print Title: Manager

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BIDDER SIGN HERE

Paul Dlouhy Paul Dlouhy
BIDDER

2/12/26 Manager

TITLE

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

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

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

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

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

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

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

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

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

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

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

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

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

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BIDDER

Paul Dlouhy
Paul Dlouhy

2/12/26

Manager

TITLE

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

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

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

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

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

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

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

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

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

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

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Paul Dlouhy *Paul Dlouhy*

BIDDER

2/12/26

Manager

TITLE

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

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

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

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

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

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Paul Dlouhy

BIDDER

Paul My

Manager

TITLE

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

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

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

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

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

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

Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- 1) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- 2) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- 3) All Participating Employees have completed the acknowledgement required by the Vendor Code of Ethics;
- 4) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent under this Agreement;
- 5) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgements as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgements for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- 6) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work under this Agreement.

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BIDDER SIGN HERE

Paul Dlouhy

BIDDER

Manager

TITLE

INDEMNIFICATION:

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

DEFINITIONS:

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

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

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

IMPORTANT

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

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BIDDER SIGN HERE

Paul Dlouhy *Paul M...*

BIDDER

Manager

TITLE

REQUIRED VENDOR DISCLOSURE FORMS

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

https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN_DESKTOP:3445712403627:

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

PLEASE NOTE:

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

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BIDDER SIGN HERE

Paul Dlouhy

BIDDER

Paul M.

Manager

TITLE

REQUESTS FOR INFORMATION OR CLARIFICATION

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

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

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

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

Ordinance # 153-2018

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

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

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

Ordinance # 72-2014

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

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BIDDER SIGN HERE

Paul Dlouhy *Paul M*

BIDDER

Manager

TITLE

INTENT

SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing **HVAC Duct Work Cleaning – Plan B** for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the price bid.

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

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

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

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

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

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

Delivery to be made 1 Days A/R/O. P.D. Paul Dlouhy

Delivery shall be made **ONLY** upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries. Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT.

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

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

NO PARTIAL PAYMENTS WILL BE PAID.

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

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

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Paul Dlouhy
BIDDER

Manager
TITLE

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

Total Environmental Restoration Solutions 2/12/26
CLAIMANT NAME DATE
Paul Diney Manager
BY (SIGNATURE) TITLE

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

Vendors may download claim form NIFS560 at the following URL:

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

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

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

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

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

Total Environmental Restoration Solutions 2/12/26
Claimant Name Date
Paul Diney Manager
By Signature Title

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

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

METHOD OF BIDDING: Please submit unit price in the appropriate column.

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

WARRANTY: The successful bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the using department and/or agency of the equipment, other than defects or failure shown by the Contractor that have

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BIDDER TITLE

arisen solely from accident or abuse occurring after delivery to the Nassau County agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fail from the above reasons.

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

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

BIDDER SHALL STATE WARRANTY PERIOD: 1 year

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

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

NO COST - client needs to follow
Nadca standards

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

REDUCTION IN PRICES: If an award is made, the Contractor agrees, should prices be reduced to the general trade during the requirement period, the County shall receive the benefit of such reduction immediately upon effect. It shall be incumbent upon the Contractor to notify the Purchasing Department of such price reductions.

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

STATE PRICE PROTECTION PERIOD: 365 DAYS AFTER BID OPENING

EXTENSION OF PRICE: It is anticipated that additional quantities of items specified herein may be required in the ensuing year. According, the County of Nassau requests that the prices bid be protected and be available to the County of Nassau for one (1) year from the date of the award. Economic conditions may not permit the price protection for an entire year. Bidders are requested to state the period for which bid prices will be applicable to potential additional orders.

365 days.

SPECIFICATIONS: Submit complete specifications and illustrations of products offered with the bid. Acceptance of a bid and designation of a manufacturer's catalog description, brand name or number in any Purchase or Blanket Order resulting there-from shall not be construed as qualification of the specifications of this bid or relief there-from, except as specifically stated in the Purchase or Blanket Order.

PRODUCT IDENTIFICATION: If a product(s) is identified by a BRAND NAME, a substitute of equal quality, construction, finish, composition, size, workmanship and performance characteristics may be acceptable. In submitting a bid, each bidder warrants that the substitute product being offered is an equal. Bid sheets shall be so noted of the manufacturer's name and brand of the product offered as an equal. If as a result of an award, a delivery is made of a brand or product represented as

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BIDDER TITLE

an equal which is subsequently deemed to be unacceptable, the Contractor shall be required, at his expense, to pick up the rejected item and replace it with brand(s) listed in this bid, or an acceptable equal which will have the approval of the Director.

PROTECTION FROM CLAIM AGAINST "OR EQUAL": In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, at his own cost and expense, to defend such claims or claims and agrees to hold the County of Nassau free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.

EQUIVALENT BIDS: Bidders may offer a product of the same capability, but of different manufacture and model than that specified in this bid. The use of the name of a manufacturer, brand, make or catalog designation in specifying items described herein does not restrict or preclude bidders from offering equivalent or better product bids. Such a designation is used only to indicate the character, quality and minimum performance desired. Equal or better product bids are permissible. A bidder submitting an equal or better product shall, at his own cost and expense be responsible for submitting proof and/or a demonstration of equivalence, compatibility and performance. However, acceptance of an equivalent product shall be strictly at the discretion of the Director. Any omission of the term "or equal" in any specific bid item listing should be disregarded by the bidder. All bidders shall have an absolute right to submit "equivalent" bids notwithstanding any other provision of the bid specifications.

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Paul Dlouhy

BIDDER

Paul Dlouhy

Manager

TITLE

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

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

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

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

A) Certificate of Insurance name the County of Nassau as co-insured: Palomar Excess Surplus Insurance Company

Or

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

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

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

PRODUCT LIABILITY INSURANCE: The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Product Liability Insurance, including foreign objects, with a combined minimum single limit of one million dollars (\$1,000,000.00) for each occurrence, at the Contractor's sole cost and expense, and shall furnish a certificate showing evidence of current coverage. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

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Paul Dlouhy Paul M

BIDDER

Manager

TITLE

ALTERNATIVE ITEM: In submitting a bid on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the County. If a bidder does not indicate that the commodity he proposes to furnish is other than as specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described. Consideration of the alternate shall be at the sole discretion of the Director. **MORE THAN ONE (1) BID ON EACH ITEM WILL NOT BE CONSIDERED, UNLESS OTHERWISE SPECIFIED BY THE COUNTY.**

REPLACEMENT PARTS: The requirements specified herein represent, for the most part, replacement and/or repair components to existing and presently owned equipment, and must match and inter-member without modification with the equipment and systems indicated.

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

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

NON PERFORMANCE

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

DISCLAIMER

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

EVALUATION:

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

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BIDDER SIGN HERE

Paul Dlouhy
BIDDER

Manager

TITLE

NOTICE

READ THIS PAGE OF THE BID CAREFULLY

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

RIGHT TO KNOW LAW AND "OSHA"

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

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

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

CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE READ THE NASSAU COUNTY NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED MSDS Sheets DO NOT CONTAIN ANY TOXIC SUBSTANCES.

Paul Dlouhy

Manager

2/12/26

Signature

Title

Date

Paul Dlouhy

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BIDDER SIGN HERE

Paul Dlouhy
BIDDER

Manager

TITLE

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

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

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

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

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BIDDER SIGN HERE

Paul Dlouhy
Paul Dlouhy

BIDDER

Manager

TITLE

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

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

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

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

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

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

this February day of 12th, 2020 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor:

Ecological Environmental Restoration Solutions, Inc.

Address:


Street:
15 Carol Avenue Unit 3

City, Town, etc:
West Haverstraw New York - 10993

Telephone: 914-707-0183 Title: Owner

If applicable, responsible Corporate Officer

Name Paul Dlouhy Title Manager

Signature: Paul Dlouhy Paul Dlouhy 

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

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BIDDER SIGN HERE Paul Dlouhy Paul Dlouhy Manager
BIDDER TITLE

Pursuant to State Finance Law §§139-j and 139-k, this Bid includes and imposes certain restrictions on communications between a Governmental Entity and an Offeror/bidder during the procurement process. An Offeror is restricted from making contacts from the earliest posting, on a Governmental Entity's website, in a newspaper of general circulation, or in the procurement opportunities newsletter in accordance with article four-C of the economic development law of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method provided for by law or regulation for soliciting a response from Offerors intending to result in a Procurement Contract with a Governmental Entity through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, the Office of the State Comptroller ("Restricted Period") to other than the Designated Contacts for the Governmental Procurement unless it is a Contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). The Designated Contact(s) for this Governmental Procurement, as of the date hereof, are identified on the first page of this solicitation. County employees also are required to obtain certain information when Contacted during the Restricted Period and make a determination of the responsibility of the Offeror pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Offeror is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the County's website. All questions or concerns regarding this Bid must be directed to the designated contact person named on the first page of the bid.

Offeror Certification:

Offeror affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

Date:

2/12/26

Signature:

Paul Dlouhy Paul Dlouhy

Name:

Paul Dlouhy

Title:

Manager

Contractor Name:

Total Environmental Restoration Solutions Inc

Contractor Address:

16 Carol Avenue Unit 3 West Haverstraw New York 10993

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Paul Dlouhy Paul Dlouhy

BIDDER

Manager

TITLE

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

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

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

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

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

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

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

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

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

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

Federal Exemption Number: A-109538 **State Exemption Number: EX 7213062C**

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

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

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

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

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

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

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

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Paul Dlouhy
BIDDER

Manager

TITLE

GENERAL CONDITIONS:

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

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

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

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

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

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

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

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

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BIDDER SIGN HERE

Paul Dlouhy

BIDDER

[Signature]

Manager

TITLE

Living Wage

Section 1. Authority and Usage

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

Section 2. Clarification of Terms

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

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

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

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

- d. Employee and Employer.

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

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

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

- ii. An Employee is not:

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

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

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

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Paul Dlouhy
BIDDER

PCMN

Manager

TITLE

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

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

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

3. Amendments, Extensions and Renewals

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

b. Determination of Applicability.

i. County Service Contracts.

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

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

ii. County Financial Assistance Agreements.

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

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

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

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

4. Waiver of the Law

a. Application of the Provision

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

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Paul Dlouhy
BIDDER

Manager

TITLE

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

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

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

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

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

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

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

iv. A waiver request must contain the following information:

A. The name of the organization

B. The address of the organization

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

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

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

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

OR

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

OR

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

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Paul Dlouhy
BIDDER

Manager

TITLE

Services under the Expanded In-Home Services for the Elderly Program (EISEP)
Foster care services under the New York Social Services Law.
Residential domestic violence services under the New York Social Services Law.
Residential care, educational and vocational training, physical and mental health services, and employment counseling services to residents of the Juvenile Detention Center under the New York Executive Law.

OR

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

- i. Non-residential domestic violence services under the New York Social Services Law.
 - ii. Services under the Home Energy Assistance Program (HEAP)
- Preventive services for children pursuant to the New York Social Services Law
Non-Secure detention services pursuant to the New York Executive Law.

AND (if Criteria 1, 2 or 4)

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

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

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

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

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

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

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

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

County of Nassau Office of Compliance
Attention: Living Wage Waiver Request Office
One West Street – 4th Floor

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BIDDER SIGN HERE

Paul Dlouky

BIDDER

Paul Dlouky

Manager

TITLE

Mineola, New York 11501

c. Waiver and Procurement

- i. As a waiver may only be requested once a County Service Contract has been entered into, no waiver application may be submitted by any organization submitting a bid or proposal to the County for a County Service Contract.
- ii. The fact that a waiver may be granted to an organization submitting a bid or proposal to the County for a County Service Contract will not be a consideration in evaluating such bid or proposal.

d. Review Procedures

- i. Review of a request for a waiver must be made by the Office of Compliance.
- ii. Approval of a request is dependent on the requestor satisfying either criteria (1), (2) or (3) in section 4(b)(iv)(E) above and, if citing criteria (1), (2) or (4), criterion (5) in section 4(b)(iv)(E) above. Applications not satisfying these criteria, or incomplete applications, will not be approved. However, complete applications that do meet these criteria shall be approved by the Office of Compliance.
- iii. The Office of Compliance shall inform the requestor of his or her decision to grant or deny a request in writing within thirty days of receipt of the request. A copy of the grant or denial shall be transmitted to the County Comptroller for the purposes of monitoring compliance with the Living Wage Law.
- iv. During such thirty day period, the requestor must continue to abide by the provisions of the Living Wage Law. Failure to do so may result in action by the Office of the Nassau County Comptroller to enforce the provisions of the Law.

e. Post-Award Review

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

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

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

Terminate such Contract according to its terms.

See Living Wage Law, § 9 "Waiver"

5. Inter-Governmental Agreements

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

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

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Paul Clouty

BIDDER

Paul M. [Signature]

Manager

TITLE

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

6. Certification of Compliance

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

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

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

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

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

7. Nassau County Employees

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

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

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

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

The chief executive officer of the Contractor is:

Gary Shaked (Name)
200 East 90th St Apartment 21H New York, NY 10128 (Address)
914-707-0183 (Telephone Number)

The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements

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Paul Dlouhy
BIDDER

Manager

TITLE

of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

In the past five years, Contractor _____ has has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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BIDDER TITLE

Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

2/17/26
Dated

Paul Dlouhy
Signature of Chief Executive Officer

Paul Dlouhy
Name of Chief Executive Officer

Sworn to before me this
17 day of February, 2026.

Catherine A. Campos
Notary Public

CATHERINE A. CAMPOS
Notary Public - State of New York
No. 01CA6416530
Qualified in Rockland County
My Commission Expires 04/19/2026

CATHERINE A. CAMPOS
Notary Public - State of New York
No. 01CA6416530
Qualified in Rockland County
My Commission Expires 04/19/2026

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BIDDER SIGN HERE Paul Dlouhy Paul Dlouhy Manager
BIDDER TITLE

NY STATE LABOR LAW

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PRE BID SITE VISITS: The prospective suppliers, when bidding, represents and warrants that he has visited and knows the site(s) or premise(s) upon which the work, as described in these bid specifications, is to be performed hereunder and that he has informed himself of all existing conditions affecting the work and as to the work of other coming in conjunction with his work. *Failure of the bidder to thoroughly acquaint himself with the site and local conditions shall not relieve him of his responsibility, and shall not entitle him to any claim for extras.* Bidders may call _____ for an appointment to visit the site.

Estimated Annual Usage Approximately \$350,000.00

Prevailing wages are applicable to this bid use janitor porter cleaner rate from article 9

In the event of a repair is needed use, Sheetmetal worker rate from article 8.

Specifications:

Part 1 – Special Provisions

- 1 01 Qualification of the HVAC System Cleaning Contractor
 - (A) Membership
 - (B) Certification
 - (C) Supervisor Qualifications
 - (D) Experience
 - (E) Equipment Materials and Labor
 - (F) Licensing
- 1 02 Standards
 - (A) NADCA Standards
- 1 03 Documents
 - (A) Mechanical Drawings

Part 2 – HVAC System Cleaning Specifications and Requirements

- 2 01 Scope of Work
 - (A) Scope
- 2 02 HVAC System Inspections and Site Preparations
 - (A) HVAC System Evaluation
 - (B) Site Evaluation and Preparations
 - (C) Inspector Qualifications

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- 2.03 General HVAC System Cleaning Requirements
 - (A) Containment
 - (B) Particulate Collection
 - (C) Controlling Odors
 - (D) Component Cleaning
 - (E) Air-Volume Control Devices
 - (F) Service Openings
 - (G) Ceiling sections (tile)
 - (H) Air distribution devices (registers, grilles & diffusers)
 - (I) Air handling units, terminal units, blowers and exhaust fans
 - (J) Duct Systems
- 2.04 Health and Safety
 - (A) Safety Standards
 - (B) Occupant Safety
 - (C) Disposal of Debris
- 2.05 Mechanical Cleaning Methodology
 - (A) Source Removal Cleaning Methods
 - (B) Methods of Cleaning Fibrous Glass Insulated Components
 - (C) Damaged Fibrous Glass Material
 - (D) Cleaning of coils
 - (E) Biocidal Agents and Coatings
- 2.06 Cleanliness Verification
 - (A) General
 - (B) Visual Inspection
 - (C) Verification of Coil Cleaning
- 2.07 Pre-existing System Damage
- 2.08 Post-project Report
- 2.09 Applicable Standards and Publications

30 N.Y.F.D Certificate of fitness*

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NADCA General Specifications

Part 1 -- Special Provisions

1 01 Qualification of the HVAC System Cleaning Contractor

(A) Membership: The HVAC system cleaning contractor shall be a certified member of the National Air Duct Cleaners Association (NADCA) and Indoor Air Quality Association (IAQA).

(B) Certification: The HVAC system cleaning contractor shall have a minimum of two (2) Air System Cleaning Specialist (ASCS) certified by NADCA on a full time basis, and one (1) full time Certified Mold Remediator. The Mold Remediator certification may be by the American Indoor Air Quality Council or American Council for Accreditation Certification as the IAQA no longer certifies mold remediation.

(C) Supervisor Qualifications: A person certified as an ASCS by NADCA, or maintaining an equivalent certification by a nationally recognized program and organization, shall be responsible for the total work herein specified.

(D) Experience: The HVAC system cleaning contractor shall submit records of experience in the field of HVAC system cleaning as requested by the **County**. Bids shall only be considered from firms which are regularly engaged in HVAC system maintenance with an emphasis on HVAC system cleaning and decontamination.

(E) Equipment, Materials and Labor: The HVAC system cleaning contractor shall possess and furnish all necessary equipment, materials and labor to adequately perform the specified services.

1. The contractor shall assure that its employees have received safety equipment training, medical surveillance programs, individual health protection measures, and manufacturer's product and material safety data sheets (MSDS) as required for the work by the U.S. Occupational Safety and Health Administration, and as described by this specification. For work performed in countries outside of the U.S.A., contractors should comply with applicable national safety codes and standards.

2. The contractor shall maintain a copy of all current MSDS documentation and safety certifications at the site at all times, as well as comply with all other site documentation requirements of applicable OSHA programs and this specification.

3. Contractor shall submit to the **County** all Material Safety Data Sheets (MSDS) for all chemical products proposed to be used in the cleaning process.

(F) Licensing: The HVAC system cleaning contractor shall provide proof of

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maintaining the proper license(s), if any, as required to do work in this state. Contractor shall comply with all Federal, state and local rules, regulations, and licensing requirements.

1.02 Standards

(A) NADCA Standards: The HVAC system cleaning contractor shall perform the services specified here in accordance with the current published standards of the National Air Duct Cleaners Association (NADCA).

1. All terms in this specification shall have their meaning defined as stated in the NADCA Standards.

2. NADCA Standards must be followed with no modifications or deviations being allowed unless authorized by the County on a project by project basis.

(B) IAQA Standards: The HVAC system cleaning contractor shall perform the services specified here in accordance with the current published standards of the American Indoor Air Quality Association or other affiliated association.

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1.03 Documents

(A) Mechanical Drawings. The County shall provide the HVAC system cleaning contractor with one copy of the following documents.

1. Project drawings and specifications
2. Approved construction revisions pertaining to the HVAC system
3. Any existing indoor air quality (IAQ) assessments or environmental reports prepared for the facility.

Part 2 – HVAC System Cleaning Specifications and Requirements

2.01 Scope of Work

(A) Scope: This section defines the *minimum* requirements necessary to render HVAC components clean, and to verify the cleanliness through inspection and/or testing in accordance with items specified herein and applicable NADCA Standards.

The Contractor shall be responsible for the removal of visible surface contaminants and deposits from within the HVAC system in strict accordance with these specifications.

The HVAC system includes any interior surface of the facility's air distribution system for conditioned spaces and/or occupied zones. This includes the entire heating, air-conditioning and ventilation system from the points where

the air enters the system to the points where the air is discharged from the system. The return air grilles, return air ducts to the air handling unit (AHU), the interior surfaces of the AHU, mixing box, coil compartment, condensate drain pans, humidifiers and dehumidifiers, supply air ducts, fans, fan housing, fan blades, air wash systems, spray eliminators, turning vanes, filters, filter housings, reheat coils, and supply diffusers are all considered part of the HVAC system. The HVAC system may also include other components such as dedicated exhaust and ventilation components and make-up air systems.

Note: Users of this specification must modify the above paragraph to succinctly and specifically define those systems and components requiring cleaning.

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2.02 HVAC System Component Inspections and Site Preparations

(A) HVAC System Component Inspections: Prior to the commencement of any cleaning work, the HVAC system cleaning contractor shall perform a visual inspection of the HVAC system to determine appropriate methods, tools, and equipment required to satisfactorily complete this project. The cleanliness inspection should include air handling units and representative areas of the HVAC system components and ductwork. In HVAC systems that include multiple air handling units, a representative sample of the units should be inspected.

The cleanliness inspection shall be conducted without negatively impacting the indoor environment through excessive disruption of settled dust, microbial amplification or other debris. In cases where contamination is suspected, and/or in sensitive environments where even small amounts of contaminant may be of concern, environmental engineering control measures should be implemented.

1. Damaged system components found during the inspection shall be documented and brought to the attention of the **County**.

(B) Site Evaluation and Preparations: Contractor shall conduct a site evaluation, and establish a specific, coordinated plan which details how each area of the building will be protected during the various phases of the project.

(C) Inspector Qualifications: Qualified personnel should perform the HVAC cleanliness inspection to determine the need for cleaning. At minimum, such personnel should have an understanding of HVAC system design, and experience in utilizing accepted indoor environmental sampling practices, current industry HVAC cleaning procedures, and applicable industry standards.

2.03 General HVAC System Cleaning Requirements

(A) Containment: Debris removed during cleaning shall be collected and precautions must be taken to ensure that Debris is not otherwise dispersed outside the HVAC system during the cleaning process.

(B) Particulate Collection: Where the Particulate Collection Equipment is exhausting inside the building, HEPA filtration with 99.97% collection efficiency for 0.3-micron size (or greater) particles shall be used. When the Particulate Collection Equipment is exhausting outside the building, Mechanical Cleaning operations shall be undertaken only with Particulate Collection Equipment in place, including adequate filtration to contain Debris removed from the HVAC system. When the Particulate Collection Equipment is exhausting outside the building, precautions shall be taken to locate the equipment down wind and away from all air intakes and other points of entry into the building.

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(C) Controlling Odors: Measures shall be employed to control odors and/or mist vapors during the cleaning process

(D) Component Cleaning: Cleaning methods shall be employed such that all HVAC system components must be Visibly Clean as defined in applicable standards (see NADCA Standards). Upon completion, all components must be returned to those settings recorded just prior to cleaning operations.

(E) Air-Volume Control Devices: Dampers and any air-directional mechanical devices inside the HVAC system must have their position marked prior to cleaning and, upon completion, must be restored to their marked position

(F) Service Openings: The contractor shall utilize service openings, as required for proper cleaning, at various points of the HVAC system for physical and mechanical entry, and inspection

1. Contractor shall utilize the existing service openings already installed in the HVAC system where possible.
2. Other openings shall be created where needed and they must be created so they can be sealed in accordance with industry codes and standards.
3. Closures must not significantly hinder, restrict, or alter the airflow within the system.
4. Closures must be properly insulated to prevent heat loss/gain or condensation on surfaces within the system.
5. Openings must not compromise the structural integrity of the system.
6. Construction techniques used in the creation of openings should conform to requirements of applicable building and fire codes, and applicable NFPA, SMACNA and NADCA Standards.
7. Cutting service openings into flexible duct is not permitted. Flexible duct shall be disconnected at the ends as needed for proper cleaning

and inspection

8 Rigid fiber glass duct systems shall be resealed in accordance with NAIMA recommended practices. Only closure techniques that comply with UL Standard 181 or UL Standard 181a are suitable for fiber glass duct system closures

9 All service openings capable of being re-opened for future inspection or remediation shall be clearly marked and shall have their location reported to the **County** in project report documents

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(G) Ceiling sections (tile) The contractor may remove and reinstall ceiling sections to gain access to HVAC systems during the cleaning process.

(H) Air distribution devices (registers, grilles & diffusers): The contractor shall clean all air distribution devices

(I) Air handling units, terminal units (VAV, Dual duct boxes, etc.), blowers and exhaust fans: The contractor shall insure that supply, return, and exhaust fans and blowers are thoroughly cleaned. Areas to be cleaned include blowers, fan housings, plenums (except ceiling supply and return plenums), scrolls, blades, or vanes, shafts, baffles, dampers and drive assemblies. All visible surface contamination deposits shall be removed in accordance with NADCA Standards. Contractor shall:

1. Clean all air handling units (AHU) internal surfaces, components and condensate collectors and drains.
2. Assure that a suitable operative drainage system is in place prior to beginning wash down procedures.
3. Clean all coils and related components, including evaporator fins.

(J) Duct Systems. Contractor shall:

1. Create service openings in the system as necessary in order to accommodate cleaning of otherwise inaccessible areas.
2. Mechanically clean all duct systems to remove all visible contaminants, such that the systems are capable of passing Cleaning Verification Tests (see NADCA Standards).

2.04 Health and Safety

(A) Safety Standards: Cleaning contractors shall comply with applicable federal, state, and local requirements for protecting the safety of the contractor's employees, building occupants, and the environment. In particular, all applicable standards of the Occupational Safety and Health Administration (OSHA) shall be followed when working in accordance with this specification.

(B) Occupant Safety: No processes or materials shall be employed in such a manner that they will introduce additional hazards into occupied spaces.

(C) Disposal of Debris: All Debris removed from the HVAC System shall be disposed of in accordance with applicable federal, state and local requirements.

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2.05 Mechanical Cleaning Methodology

(A) **Source Removal Cleaning Methods** The HVAC system shall be cleaned using Source Removal mechanical cleaning methods designed to extract contaminants from within the HVAC system and safely remove contaminants from the facility. It is the contractor's responsibility to select Source Removal methods that will render the HVAC system Visibly Clean and capable of passing cleaning verification methods (See applicable NADCA Standards) and other specified tests, in accordance with all general requirements. No cleaning method, or combination of methods, shall be used which could potentially damage components of the HVAC system or negatively alter the integrity of the system.

1. All methods used shall incorporate the use of vacuum collection devices that are operated continuously during cleaning. A vacuum device shall be connected to the downstream end of the section being cleaned through a predetermined opening. The vacuum collection device must be of sufficient power to render all areas being cleaned under negative pressure such that containment of debris and the protection of the indoor environment are assured.

2. All vacuum devices exhausting air inside the building shall be equipped with HEPA filters (minimum efficiency), including hand-held vacuums and wet-vacuums.

3. All vacuum devices exhausting air outside the facility shall be equipped with Particulate Collection including adequate filtration to contain Debris removed from the HVAC system. Such devices shall exhaust in a manner that will not allow contaminants to re-enter the facility. Release of debris outdoors must not violate any outdoor environmental standards, codes or regulations.

4. All methods require mechanical agitation devices to dislodge debris adhered to interior HVAC system surfaces, such that debris may be safely conveyed to vacuum collection devices. Acceptable methods will include those, which will not potentially damage the integrity of the ductwork, nor damage porous surface materials such as liners inside the ductwork or system components.

(B) Methods of Cleaning Fibrous Glass Insulated Components

1. Fibrous glass thermal or acoustical insulation elements present in removal of surface deposits and debris

3. When used, antimicrobial treatments and coatings shall be applied in strict accordance with the manufacturer's written recommendations and EPA registration listing

4. Antimicrobial coatings shall be applied according to the manufacturer's written instructions. Coatings shall be sprayed directly onto interior ductwork surfaces, rather than "fogged" downstream onto surfaces

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2.06 Cleanliness Verification

(A) General: Verification of HVAC System cleanliness will be determined after mechanical cleaning and before the application of any treatment or introduction of any treatment-related substance to the HVAC system, including biocidal agents and coatings.

(B) Visual Inspection: The HVAC system shall be inspected visually to ensure that no visible contaminants are present.

1. If no contaminants are evident through visual inspection, the HVAC system shall be considered clean; however, the **County** reserves the right to further verify system cleanliness through Surface Comparison Testing or the NADCA vacuum test specified in the NADCA standards.
2. If visible contaminants are evident through visual inspection, those portions of the system where contaminants are visible shall be re-cleaned and subjected to re-inspection for cleanliness.
3. NADCA vacuum test analysis should be performed by a qualified third party experienced in testing of this nature.

(C) Verification of Coil Cleaning

1. Cleaning must restore the coil pressure drop to within 10 percent of the pressure drop measured when the coil was first installed. If the original pressure drop is not known, the coil will be considered clean only if the coil is free of foreign matter and chemical residue, based on a thorough visual inspection (see NADCA Standards).

2.07 Pre-existing System Damage

(A) Contractor is not responsible for problems resulting from prior inappropriate or careless cleaning techniques of others.

2.08 Post-project Report

(A) At the conclusion of the project, the Contractor shall provide a report to the **County** indicating the following:

1. Success of the cleaning project, as verified through visual inspection and/or gravimetric analysis.
2. Areas of the system found to be damaged and/or in need of repair.

2.09 Applicable Standards and Publications: The following current standards and publications of the issues currently in effect form a part of this specification to the extent indicated by any reference thereto:

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(A) National Air Duct Cleaners Association (NADCA): "Assessment, Cleaning & Restoration of HVAC Systems (ACR 2005)," 2004

(B) National Air Duct Cleaners Association (NADCA): "Understanding Microbial Contamination in HVAC Systems," 1996

(C) National Air Duct Cleaners Association (NADCA): "Introduction to HVAC System Cleaning Services," 2004.

(D) National Air Duct Cleaners Association (NADCA): Standard 05 "Requirements for the Installation of Service Openings in HVAC Systems," 2004.

(E) Underwriters' Laboratories (UL): UL Standard 181.

(F) American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE): Standard 62-89, "Ventilation for Acceptable Indoor Air Quality".

(G) Environmental Protection Agency (EPA): "Building Air Quality," December 1991.

(H) Sheet Metal and Air Conditioning Contractors' National Association (SMACNA): "HVAC Duct Construction Standards - Metal and Flexible," 1985.

(I) North American Insulation Manufacturers Association (NAIMA): "Cleaning Fibrous Glass Insulated Air Duct Systems," 1993.

INSURANCE

a. The Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the County. The Contractor agrees to require that all of its subcontractors, in connection with work performed for the Contractor related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the County for the Contractor. Unless otherwise specified by the County and agreed to by the Contractor, in writing, such insurance will be as follows:

i. Commercial General Liability insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.

ii. Pollution Liability insurance with operations covering at minimum sampling, emergency response, mold remediation, fire/water restoration, mold evaluations, and duct cleaning, in an amount not less than two million (\$2,000,000.00) dollars.

iii. Automobile Liability insurance (if any vehicles are used by the Contractor in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand (\$100,000.00) for property damage per occurrence.

iv. Worker's Compensation and Employer's Liability insurance in compliance with all applicable New York State laws and regulations and Disability Benefits insurance, if required by law. Contractor shall furnish to the County, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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v. Professional Liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per occurrence or claims made coverage basis.

b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.

c. The Contractor shall furnish to the County Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the County of Suffolk shall be named as an additional insured and the Contractor shall furnish a Declaration Page and endorsement page evidencing the County's status as an additional insured on said policy.

d. All such Declaration Pages, Certificates and other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in said policies. Such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the Department at its address set forth in the paragraph entitled "Notices and Contact Persons" or at such other address of which the County shall have given the Contractor notice in writing.

e. In the event Contractor shall fail to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Agreement, the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Contractor under this Agreement or any other agreement between the County and Contractor.

f. If the Contractor is a town or other municipal corporation and has a self-insurance program under which it acts as a self-insurer for any of such required coverage, it may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance issued by insurance companies.

RESPONSE TIME 3 hours HRS PLAN B (TIME AND MATERIALS) PRICING SCHEDULE:

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

B1) MINIMUM/CALL OUT CHARGE (IF ANY) (INCLUDES include first 3 hours
of labor and travel time \$ 405 Article 8

B2) MINIMUM/CALL OUT CHARGE (IF ANY) (INCLUDES first 2 hours of labor
and travel time \$ 250 Article 9

B3) REGULAR HOURLY RATE at \$ 135 /hr. Article 8

B4) REGULAR HOURLY RATE at \$ 42 /hr. Article 9

B5) EACH ADDITIONAL QUARTER HOUR at \$ 33.75 /¼ hr. Article 8

B6) EACH ADDITIONAL QUARTER HOUR at \$ 10.50 /¼ hr. Article 9

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PARTS:

B7) MANUFACTURER'S LIST PRICE (MLP) LESS 18 %

B8) COST PLUS % ~~10~~ 10 %

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

WARRANTY PERIOD: On Service, Repair Rendered

PARTS: 365 days

LABOR: 365 days

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

B9) MINIMUM CHARGE (IF ANY) \$ 500 Article 8

B10) MINIMUM CHARGE (IF ANY) \$ 300 Article 9

B11) REGULAR HOURLY RATE at \$ 202.50 /hr. Article 8

B12) REGULAR HOURLY RATE at \$ 63 /hr. Article 9

B13) EACH ADDITIONAL QUARTER HOUR at \$ 50.63 / ¼ hr. Article 8

B14) EACH ADDITIONAL QUARTER HOUR at \$ 15.75 / ¼ hr. Article 9

Additional services locations can be added to this blanket purchase order by written quote and amendment.

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1. Identification of Substance / Preparation and Company

Part Number PS-3212F

Product Description Sporidicin® Disinfectant Fresh Scent

Distributor Contec, Inc.
525 Locust Grove
Spartanburg, SC 29303 USA
Tel: 1-864-503-8333
msds@contecinc.com
www.contecinc.com

In case of
Emergency Chemtrec™
US: 1-800-424-9300
International: 1-703-527-3887

2. Composition / Information on Ingredients

Hazardous Ingredients	Concentration (% by volume)	CAS Number
Phenol	1.56%	108-95-2
Sodium Phenate	0.06	139-02-6

3. Hazards Identification

Emergency Overview May cause moderate eye irritation.

Potential Health Effects

Eyes May cause irritation on direct contact.

Skin May cause very mild irritation.

Inhalation Not an expected route of exposure, but may be irritant to those with chemical sensitivity.

Ingestion May cause nausea, vomiting.

4. First Aid Measures

Eye Contact Check for and remove contact lenses. In case of contact with eyes, immediately flush thoroughly with water for at least 15 minutes, lifting eyelids occasionally. Seek medical attention.

Skin Contact Wash thoroughly with soap and water. Remove and dispose of contaminated clothing. Seek medical attention if symptoms appear.

Inhalation If inhaled, remove to fresh air. If not breathing, administer artificial respiration. If rapid recovery does not occur, seek medical attention.

Ingestion Do not induce vomiting. If vomiting occurs spontaneously, keep head below hips to prevent aspiration. Never give anything by mouth to an unconscious person. Get medical attention.

5. Fire Fighting Measures

Flammable Limits N/A

Flash Point N/A

Fire and Explosion Hazards N/A

Specific Hazards N/A

Extinguishing Media N/A

Unsuitable Extinguishing Media N/A

Protective Equipment for Fire Fighters N/A

Additional Advice N/A

6. Accidental Release Measures

- Containment Procedures** In the event of a spill, evacuate the area of all unnecessary personnel. Wear suitable protective equipment as listed under *EXPOSURE CONTROLS / PERSONAL PROTECTION*. Contain the spill and eliminate its source, if this can be done without risk.
- Clean-up Procedure** Take up and containerize for proper disposal as described under *DISPOSAL CONSIDERATIONS*. Comply with all government regulations on reporting releases.

7. Handling and Storage

- Handling Procedures** Avoid contact with eyes or clothing. Wash thoroughly with soap and water after handling. As with all chemicals, wear suitable protective clothing, gloves, and eye protection for prolonged contact.
- Storage Procedures** Keep container closed. Keep out of reach of children.

8. Exposure Controls / Personal Protection**Component Exposure Limits**

OSHA PEL 5 ppm (19 mg/m³)
(phenol/sodium phenate)

ACHIG TLV 5 ppm (19 mg/m³)
(phenol/sodium phenate)

- Engineering and Administrative Controls** Should be implemented to reduce exposure. Use in an area with adequate ventilation.
- Personal Protective Equipment** As prescribed in the OSHA Standard for Personal Protective Equipment (29 CFR 1910.132), employers must perform a Hazard Assessment of all workplaces to determine the need for, and selection of, proper protective equipment for each task performed. Impervious gloves, such as nitrile rubber, should be worn to prevent skin contact. Safety glasses with side shields must be worn at all times. If splash hazard exists, safety eyewear should be upgraded to include chemical splash goggles.
- Hygiene** Wash hands thoroughly after handling. Do NOT take internally. Eyewash and safety equipment should be readily available.
- Respiratory** If ventilation is not sufficient to effectively prevent buildup of aerosols or mists, appropriate NIOSH / MSHA respiratory protection must be provided.

9. Physical and Chemical Properties

The following delineates the physical and chemical properties for the Sporidicin® disinfectant solution itself.

- Flash Point** N/A
- Boiling Point** N/A
- Specific Gravity** 1.007 (H₂O = 1) at 20 °C
- Autoignition Temperature** N/A
- Vapor Pressure** Not available

Percent Volatile	Not available
Vapor Density	Not available
Evaporation Rate	Not available
Solubility in Water	Soluble
Solubility in Other Solvents	Not available
Appearance and Odor	Clear and colorless, mildly antiseptic

10. Stability and Reactivity

Chemical Stability	This product is considered stable under ordinary conditions of use and storage (70°F, 1 atm). Hazardous polymerization will not occur.
Conditions to Avoid	Avoid contact with cationic compounds.

Hazardous decomposition products None known.

11. Toxicological Information

Other Information No ingredient in this product is an ACGIH, IARC, NIOSH, NTP, or OSHA listed carcinogen.

12. Ecological Information

General Product Information	Not available.
Component Analysis – Ecotoxicity – Aquatic Toxicity	Not available.
Environmental Fate	Not available.

13. Disposal Considerations

Dispose of product down the drain and flush with large quantities of water and in accordance with applicable local, state, and federal regulations.

14. Transportation Information

DOT Proper Shipping Name	Not regulated
DOT Hazard Class	N/A
DOT Packing Group	N/A
IATA Proper Shipping Name	Not regulated
IATA Hazard Class/Division	N/A
IATA Packing Group	N/A
IMDG Proper Shipping Name	Not regulated
IMDG Hazard Class/Division	N/A
IMDG Packing Group	N/A
Marine Pollutant	No
UN Number	N/A

S Phrases:

R36 Irritating to eyes

S25 Avoid contact with eyes

S26 In case of contact with eyes, rinse immediately with plenty of water and seek medical advice

16. Other Information

NFPA Ratings Health - 1; Flammability - 0; Reactivity - 0.

WHMIS Classification Not regulated

Master MSDS Generation Date September 14, 2012

MSDS Latest Review Date: September 14, 2012

To the best of our knowledge the facts given are correct. However, the information is given without warranty as to its accuracy.

Benefect Botanical Atomic Degreaser

Safety Data Sheet

according to the Hazard Communication Standard (CFR29 1910.1200) HazCom 2012 WHMIS 2015

4.3. Indication of any immediate medical attention and special treatment needed

Symptoms may not appear immediately. In case of accident or if you feel unwell, seek medical advice immediately (show the label or SDS where possible).

SECTION 5: Firefighting measures

5.1. Extinguishing media

Suitable extinguishing media : Treat for surrounding material.
Unsuitable extinguishing media : None known.

5.2. Special hazards arising from the substance or mixture

Fire hazard : Products of combustion may include, and are not limited to: oxides of carbon.

5.3. Advice for firefighters

Protection during firefighting : Keep upwind of fire. Wear full fire fighting turn-out gear (full Bunker gear) and respiratory protection (SCBA).

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

General measures : Use personal protection recommended in Section 8. Isolate the hazard area and deny entry to unnecessary personnel.

6.2. Methods and material for containment and cleaning up

For containment : Contain and/or absorb spill, then place in a suitable container.

Methods for cleaning up : Thoroughly wash the area with water after a spill or leak.

6.3. Reference to other sections

See section 8 for further information on protective clothing and equipment and section 13 for advice on waste disposal.

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Precautions for safe handling : Avoid prolonged contact with skin and eyes. Do not swallow. Handle and open container with care.

Hygiene measures

: General hygiene is normally adequate.

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Keep out of the reach of children. Keep container tightly closed. Store at room temperature.

7.3. Specific end use(s)

Not available.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Surfactant (Proprietary)

ACGIH	Not applicable
OSHA	Not applicable

8.2. Exposure controls

Appropriate engineering controls

: General ventilation adequate under normal conditions of use.

Hand protection

: Suitable gloves are recommended due to concentrated surfactants.

Eye protection

: Safety glasses or goggles are recommended due to concentrated surfactants.

Skin and body protection

: Suitable protective clothing as required by employer code.

Respiratory protection

: None necessary under normal conditions of use.

Environmental exposure controls

: Maintain levels below Community environmental protection thresholds.

Other information

: Handle according to established industrial hygiene and safety practices.

4.2. Most important symptoms and signs

- Symptoms/injuries after inhalation : May cause temporary irritation.
- Symptoms/injuries after skin contact : May cause temporary irritation. Symptoms may include redness, drying, defatting and cracking of the skin.
- Symptoms/injuries after eye contact : May cause temporary irritation. Symptoms may include discomfort or pain, excess blinking and tear production, with possible redness and swelling.
- Symptoms/injuries after ingestion : May cause temporary stomach distress, nausea or vomiting.

WE ARE YOUR DOL



DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

MOLD REMEDIATION CONTRACTOR LICENSE

Total Environmental Restoration Solutions Inc.

DBA: TERS

16 Carol St.

Unit 3

West Haverstraw, New York 10993

License Number: 25-6TJKS-SHMO

Date of Issue: 2025-06-02

Expiration Date: 2027-06-30

(This license is valid only for the contractor named above)

For the Commissioner of Labor

A handwritten signature in black ink, appearing to read "Amy Phillips".

Amy Phillips, Director

Division of Safety and Health



United States Environmental Protection Agency

This is to certify that

TERS, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 407 and received certification to conduct lead-based paint activities pursuant to 40 CFR Part 91.5

In the Jurisdiction of

All EPA Administered Lead-based Paint Activities Program States, Tribes and Ter. DN

This certification is valid from the date of issuance and expires

November 13, 2028

LBP-18158-3

Certification #

November 01, 2023

Issued On

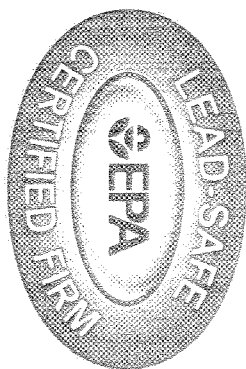


Michelle Price, Chief

Lead, Heavy Metals &

United States Environmental Protection Agency

This is to certify that



TERS Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402 and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.39

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires

November 15, 2028

NAT-18158-2

Certification #

November 01, 2023

Issued On

A handwritten signature in black ink, appearing to read "Michelle Price".

Michelle Price, Chief

Lead, Heavy Metals, and HAPs



February 17th, 2026

TERS Total Environmental Restoration Solutions Inc.
16 Carol Ave, Unit 3, West Haverstraw, NY 10993
Email: info@ters.com Web: www.ters.com
Office (24/7): 877-777-3117
Fax: 866-805-3225

Nassau County Purchasing Department
1 West Street
Mineola, NY 11501

RE: Bid #91036-02196-013 – HVAC Duct Work Cleaning – Plan B

Dear Members of the Purchasing Committee,

TERS Total Environmental Restoration Solutions Inc. is pleased to submit our bid for HVAC Duct Work Cleaning – Plan B.

For over 30 years, TERS has provided advanced HVAC system cleaning, environmental remediation, and mechanical system decontamination services to municipal, healthcare, educational, and government facilities throughout New York State. We have completed over 20,000 environmental restoration projects and serviced millions of square feet of occupied buildings requiring strict safety controls, scheduling coordination, and regulatory compliance.

Our team includes NADCA-certified Air Systems Cleaning Specialists, board-certified indoor environmental professionals, and NYS-licensed supervisors in asbestos and mold remediation. We operate with 24/7 response capability and utilize advanced HEPA source-removal methods designed to protect indoor air quality while maintaining uninterrupted facility operations.

TERS has successfully performed work for police departments, public agencies, hospitals, SUNY campuses, VA facilities, and other sensitive institutions. We understand the operational standards and responsiveness Nassau County requires under a time-and-materials service contract.

We are prepared to deliver dependable service, transparent pricing, and professional execution across County facilities.

Thank you for your consideration. We look forward to the opportunity to serve Nassau County.

Respectfully,

Gary Shaked 
President
TERS Total Environmental Restoration Solutions Inc.

This document certifies that
Total Environmental Restoration Solution

W Haverstraw, NY USA

Is a Regular Member in good standing for the year

07/01/2025 - 06/30/2026

Member Since: 08/24/2020



And has agreed to conduct its air duct cleaning business in accordance with the following mandatory Code of Ethics:

1. We will serve our customers with integrity and competence.
2. We will perform our work using source removal methods, in accordance with ACR, the NADCA Standard (current version).
3. We will be honest and forthright in our advertising and marketing.
4. We will provide our clients with accurate inspections and evaluations of the cleanliness and physical condition of their HVAC systems, using this information to determine the type of cleaning and maintenance services required, if any.
5. We will provide only necessary and desired services to our clients, and will not use furnace/air duct cleaning as a means of selling unnecessary or unwanted products or services.
6. We will provide services only after completing the necessary bonding and licensing procedures.
7. We will stay abreast of new developments in technology, tools of the trade, building codes, the Uniform Mechanical Code, and any other codes or information that directly affects our work.
8. We will require that all employees of our firm practice furnace/air duct cleaning in accordance with NADCA Guidelines and the NADCA Code of Ethics.

9. We will perform our services in accordance with the current published standards of the association.

The NADCA Ethics Committee shall hear and investigate charges of unethical or illegal conduct between concerned parties, and will make recommendations to the Board of Directors concerning the resolution of those charges.

NADCA President

NADCA Chief Executive Officer

NADCA • 1120 Route 73 • Suite 200 • Mt. Laurel, NJ 08054

WE ARE YOUR DOL



DIVISION OF SAFETY & HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BLDG. 12, ALBANY, NY 12226

ASBESTOS HANDLING LICENSE

Total Environmental Restoration Solutions, Inc.
16 Carol Avenue Unit 3, West Haverstraw, NY, 10993

License Number: 78010

License Class: FULL

Date of Issue: 10/28/2025

Expiration Date: 10/31/2026

Duly Authorized Representative: Gary G. Shaked

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

A handwritten signature in black ink, appearing to read "Amy Phillips".

Amy Phillips, Director
For the Commissioner of Labor



FORMAL BID RECOMMENDATION

BID NUMBER 91036-02196-013

OPEN 03/03/2026

TITLE: HVAC Duct Work Cleaning – Plan B

DATE: March 23, 2026

TO: BUYER – Timothy Funaro

FROM: ADMINISTRATION

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

Date: March 23, 2026

To: Supervisor

From: Buyer Timothy Funaro

List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.

Timothy Funaro
Buyer

Date: _____

To: Director

From: Supervisor

Concur

Disagree (See Reverse)

Date: 3/23/26

To: Buyer

Approved for Award

Approved for No Award

Hold award pending discussion

NO

Subject to Legislature Approval

YES

Subject to Legislature Approval

Joseph Bacii
Director

Bid Results

Items

Bidder

Recommend an award be given to Total Environmental Restoration Solutions, Inc. (TERS as the lowest responsible bidder meeting specifications and bid terms.
See attached.

Informal bid title:

Comparison OF Bids

Recommended Vendor N/A
 Requisition # N/A
 Pre-Encumbrance: N/A
 Buyer Timothy Funaro
 Purchase Order #

**% and \$ amount of difference plus or minus over
 Pre-Encumbrance #VALUE! #VALUE!**

Vendors

line	qty	Better Air		Sani Tech		Total Environmental		Vendor # \$		Vendor # 5		low bid
		unit price	extended	unit price	extended	unit price	extended	unit price	extended	unit price	extended	
1	1	0.00	0.00	0.00	0.00	405.00	405.00	0.00	0.00	0.00	0.00	0.00
2	1	0.00	0.00	0.00	0.00	250.00	250.00	0.00	0.00	0.00	0.00	0.00
3	1	90.00	90.00	160.00	160.00	135.00	135.00	0.00	0.00	0.00	0.00	90.00
4	1	90.00	90.00	185.00	185.00	42.00	42.00	0.00	0.00	0.00	0.00	42.00
5	1	22.50	22.50	40.00	40.00	33.75	33.75	0.00	0.00	0.00	0.00	22.50
6	1	22.50	22.50	46.25	46.25	10.50	10.50	0.00	0.00	0.00	0.00	10.50
7	1	0.00	0.00	0.00	0.00	18.00	18.00	0.00	0.00	0.00	0.00	0.00
8	1	20.00	20.00	10.00	10.00	10.00	10.00	0.00	0.00	0.00	0.00	10.00
9	1	0.00	0.00	0.00	0.00	500.00	500.00	0.00	0.00	0.00	0.00	0.00
10	1	0.00	0.00	0.00	0.00	300.00	300.00	0.00	0.00	0.00	0.00	0.00
11	1	135.00	135.00	213.00	213.00	202.50	202.50	0.00	0.00	0.00	0.00	135.00
12	1	135.00	135.00	185.00	185.00	63.00	63.00	0.00	0.00	0.00	0.00	63.00
13	1	33.75	33.75	53.25	53.25	50.63	50.63	0.00	0.00	0.00	0.00	33.75
14	1	33.75	33.75	46.25	46.25	15.75	15.75	0.00	0.00	0.00	0.00	15.75
15	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
17	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
28	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
29	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
30	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
32	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
33	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
34	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
35	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
sum		0	582.50	0.00	938.75	0.00	2036.13	0.00	0.00	0.00	0.00	
shi	1	0.00		0.00		0.00						
		Total	582.50	Total	938.75	Total	2036.13	Total	0.00	Total	0.00	422.50
Delivery	5 days			3 days			1 day					
Terms	Net 30			Net 30			Net 30					
F.O.B.	Dest.			Dest.			Dest.					
Vin	300208123			452430103			562514740			582.50		
Tel No.	631-379-8282			631-656-3315			914-707-0183					
Verbal	James Castellano			Kathy Madarasz			Paul Dlouhy					
Date	03/03/2026 sealed bid			03/03/2026 sealed bid			03/03/2026 sealed bid					

Notes Formal sealed bid number 91036-02196-013 Title: HVAC Duct Work Cleaning - Plan B

* key 0= No bid

SUMMARY OF BIDS
 OPENED: February 19, 2026 AT 11:00 A.M. PP 3/3/2026
 BID NO: 91036-02196-013
 REQ. NO: N/A
 TITLE: HVAC Duct Work Cleaning – Plan B

ITEM #	ARTICLE	QTY.	UNIT	1	2	3	4	5	6	7	8	TO NO.	AMOUNT
PLAN B (TIME AND MATERIALS) PRICING SCHEDULE:													
LABOR BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. MONDAY THROUGH FRIDAY.													
B1)	MINIMUM/CALL OUT CHARGE (IF ANY) Article 8		\$	0.00	405.00	0.00							
B2)	MINIMUM/CALL OUT CHARGE (IF ANY) Article 9		\$	0.00	250.00	0.00							
B3)	REGULAR HOURLY RATE Article 8	Hr.	\$	160.00	135.00	90.00							
B4)	REGULAR HOURLY RATE Article 9	Hr.	\$	185.00	42.00	90.00							
B5)	EACH ADDITIONAL QUARTER HOUR Article 8	1/4 Hr.	\$	40.00	33.75	22.50							
B6)	EACH ADDITIONAL QUARTER HOUR Article 9	1/4 Hr.	\$	46.25	10.50	22.50							
PARTS:													
B7)	MANUFACTURERS LIST PRICE (M.L.P.) LESS		%	NB	18%	NB							
B8)	COST PLUS %		%	10%	10%	20%							
OVERTIME RATES: All other times (after 5:00 PM or before 9:00 AM Monday through Friday, or any time on Saturday or Sunday):													
B9)	MINIMUM CHARGE (IF ANY) Article 8		\$	0.00	500.00	0.00							
B10)	MINIMUM CHARGE (IF ANY) Article 9		\$	0.00	300.00	0.00							
B11)	REGULAR HOURLY RATE Article 8	Hr.	\$	213.00	202.50	135.00							
B12)	REGULAR HOURLY RATE Article 9	Hr.	\$	185.00	63.00	135.00							
B13)	EACH ADDITIONAL QUARTER HOUR Article 8	1/4 Hr.	\$	53.25	50.63	33.75							
B14)	EACH ADDITIONAL QUARTER HOUR Article 9	1/4 Hr.	\$	46.25	15.75	33.75							
PREPARED BY													

DETAILS OF
AWARD

Kimberly Stanton hereby certifies that the bids listed above were opened at the time and place specified therein and that the above is a correct transcription from all original bids received.
 Date 3/3/26

 PUBLIC BID OFFICER

The bases of this award is from invoices received from the Nassau County Department of Public Works and the Nassau County Correctional Center. There were 116 hours of labor at the regular hourly rate and 868 hours at the overtime rate. The chart below reflexes these hours at the bidders bid price for article nine for janitor, porter, cleaner rate of the New York state prevailing wage rate schedule \$27.30 for the regular hourly rate and \$40.95 for the overtime rate, The rates in article eight is to be used only when disassembly, re-assembly or modifications are needed. There was no indication of any disassembly, re-assembly or modifications of the duct work reflexed in the invoices received.

	Better Air	Total Environmental	Sanitech
116 hrs. at the regular rate	116 hrs. @ \$90.00 = \$10,440.00	116 hrs. @ \$42.00 = \$4,872.00	116 hrs. @ \$185.00= \$21,460.00
868 hrs. at the overtime rate	868 hrs. @ \$135.00 = \$117,180.00	868 hrs. @ \$63.00 = \$54,684.00	868 hrs. @ \$185.00 = \$160,580.00
Total	\$127,620.00	\$59,556.00	\$182,040.00

All the bidders responding to this bid met the rates for article nine. Total Environmental Restoration Solutions Inc. and Sanitech Services Inc. met the rate requirements for article eight Better Air Quality Inc. did not.

Accordingly, than the award was given to Total Environmental Restoration Solutions Inc.

Three bids were received therefor the call log and the low vendor participation memo were not done.



INVOICE #
45-1117

Better Air Quality, Inc.

EIN: 3000208123

3 Beach Plum Lane
Middle Island, NY 11953
631-379-8282
Betterair@optonline.net

INVOICE DATE:
APRIL 22, 2025

BPNC21000033
Ref: Timothy Funaro

Nassau County Public Works
NC div of Facilities Management
Warehouse A Eisenhower Park
Eat Meadow, NY 11554

POPW25000186

91036-05099-081

1003

Worked upon for 43 days

SALESPERSON	JOB	BUILDING AREAS	PROJECT #
James Castellano	1 West St. Mineola	First floor	

DESCRIPTION	LINE TOTAL
Cleaning of commercial air conveyance system serving the Legislative building in Nassau County including air handlers, coils, blowers, vav's, dampers, registers as well as any other components within the air conveyance systems, and provided access doors. All cleaning completed and performed within the specifications of NADCA (National Air Duct Cleaning Association) protocol.	
Week of April 14 2025- second week	
Work hours / Four (4) workers @ 152 hrs/wk @ \$ 115.25 =	
Total	\$17,518.00

Thank you for your business

Please make check payable to: Better Air Quality, Inc. 3 Beach Plum Lane Middle Island, NY 11953 111953

hereby certify that all items or services were delivered or rendered as set forth in the invoice and that the amount charged on overdue invoices. A late fee of the total bill will be:			
prices charged are in accordance with referenced purchase order, delivery order or contract that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.	4-6 months	7-9 months	10-12 months
	6%	9%	12%

BETTER AIR QUALITY

Claimant Name

James Castellano
Signature

Signature

5/23/25
Date

President
Title

Title

Richard A. Heuback 5-15-25



INVOICE #
45-1118

Better Air Quality, Inc.

EIN: 3000208123

3 Beach Plum Lane
Middle Island, NY 11953
631-379-8282
Betterair@optonline.net

INVOICE DATE:
APRIL 26, 2025

BPNC21000033
Ref: Timothy Funaro

Nassau County Public Works
NC div of Facilities Management
Warehouse A Eisenhower Park
Eat meadow, NY 11554

POPW25000188

91036-05099-081

SALESPERSON	JOB	BUILDING AREAS	
James Castellano	1 West St. Mineola	Second floor	
DESCRIPTION			LINE TOTAL
<p>Cleaning of commercial air conveyance system serving the Legislative building in Nassau County including air handlers, coils, blowers, vav's, dampers, registers as well as any other components within the air conveyance systems, and provided access doors.</p> <p>All cleaning completed and performed within the specifications of NADCA (National Air Duct Cleaning Association) protocol.</p>			
<p>Week of April 21 2025- third week</p> <p>Work hours / Four (4) workers @ 160 hrs/wk @ \$115.25 =</p>			
Total			\$18,440.00

Thank you for your business

Please make check payable to: Better Air Quality, Inc. 3 Beach Plum Lane Middle Island, NY 11953 11953

Interest will be charged on overdue invoices. A late fee of the total bill will be:			
1-3 months	4-6 months	7-9 months	10-12 months
	6%	9%	12%

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

BETTER AIR QUALITY

Claimant Name

James Castellano
By (Signature)

5/1/25
Date

President
Title

Richard Hembrock 5-15-25



INVOICE #
44-1240

Better Air Quality, Inc.

INVOICE DATE:
OCTOBER 9, 2024

3 Beach Plum Lane
Middle Island, NY 11953
631-379-8282
Betterair@optonline.net

BPNC21000033 ✓
Ref: Timothy Funaro

Nassau County Correctional Center
Purchasing office
1 West Street
Mineola, NY 11501

Commodity ID 910-36
POCC24000422

91036-05099-081

SALESPERSON	JOB	BUILDING AREAS	
James Castellano	100 Carman Ave East Meadow NY 11554	832 A & B part of C- 2 nd floor	Project # 44-143

DESCRIPTION	LINE TOTAL
Cleaning of commercial air conveyance system in the Nassau County Correctional Center including air handlers, coils, blowers, vav's, dampers, registers as well as any other components within the air conveyance systems, and provided access doors. All cleaning completed and performed within the specifications of NADCA (National Air Duct Cleaning Association) protocol.	
Week of September 16- sixth week Work hours 3:00 pm-5:00 pm/ Four (4) workers @ 2 hrs/day @ \$ 76.50 = \$612.00 x 5 days= Work hours 5:00pm- 11:00pm/ Four (4) workers @ 6 hrs/day @\$115.25 = \$2,766.00 x 5 days	\$ 3,060.00 \$13,830.00
IVNC 25014161 VCNC 25013712 Total	\$16,890.00

Thank you for your business

Please make check payable to: Better Air Quality, Inc. 3 Beach Plum Lane Middle Island, NY 11953

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

Interest will be charged on overdue invoices. A late fee of the total bill will be:			
	4-6 months	7-9 months	10-12 months
	6%	9%	12%

BETTER AIR QUALITY

Claimant Name

James Castellano
By (Signature)

Date

10/9/24
Timothy Funaro
Title



INVOICE #
44-1242

Better Air Quality, Inc.

3 Beach Plum Lane
Middle Island, NY 11953
631-379-8282
Betterair@optonline.net

INVOICE DATE:
OCTOBER 12, 2024

BPNC21000033 ✓
Ref: Timothy Funaro

Nassau County Correctional Center
Purchasing office
1 West Street
Mineola, NY 11501

91036-05099-081

Commodity ID 910-36
POCC24000422

IVNC 250000339

VONC 250000323

SALESPERSON	JOB	BUILDING AREAS	
James Castellano	100 Carman Ave East Meadow NY 11554	832 Block E- 2 nd floor	Project # 44-143 ✓

DESCRIPTION	LINE TOTAL
Cleaning of commercial air conveyance system in the Nassau County Correctional Center including air handlers, coils, blowers, vav's, dampers, registers as well as any other components within the air conveyance systems, and provided access doors. All cleaning completed and performed within the specifications of NADCA (National Air Duct Cleaning Association) protocol.	
Week of September 30th- eighth week	
Work hours 3:00 pm-5:00 pm/ Four (4) workers @ 2 hrs/day @ \$ 76.50 = \$612.00 x 4 days=	\$ 2,448.00
Work hours 5:00pm- 11:00pm/ Four (4) workers @ 6 hrs/day @\$115.25 = \$2,766.00 x 4 days	\$11,064.00
Work hours 3:00pm-5:00pm /three(3) workers @ 2hrs/day @76.50 = 459.00 x 1 day=	\$ 459.00
Work hours 5:00pm-11:00pm/three(3)workers @6 hrs/day @\$115.25 =2074.50 x 1 day=	\$ 2,074.50
Total	\$16,045.00

Thank you for your business

Please make check payable to: Better Air Quality, Inc. 3 Beach Plum Lane Middle Island, NY 11953

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

Interest will be charged on overdue invoices. A late fee of the total bill will be:

1-3 months	4-6 months	7-9 months	10-12 months
3 %	6%	9%	12%

BETTER AIR QUALITY

Claimant Name

James Castellano
By (Signature)

Date 10/12/24

President
Title



INVOICE #
44-1244

Better Air Quality, Inc.

3 Beach Plum Lane
Middle Island, NY 11953
631-379-8282
Betterair@optonline.net

INVOICE DATE:
OCTOBER 12, 2024

BPNC21000033 ✓
Ref: Timothy Funaro

Nassau County Correctional Center
Purchasing office
1 West Street
Mineola, NY 11501

Commodity ID 910-36
POCC24000422

91036-05099-081

IVNC 25000344

VONC 25000328

SALESPERSON	JOB	BUILDING AREAS	
James Castellano	100 Carman Ave East Meadow NY 11554	832 Block E,F 1st floor and block G 2nd floor	Project # 44-143 ✓

DESCRIPTION	LINE TOTAL
Cleaning of commercial air conveyance system in the Nassau County Correctional Center including air handlers, coils, blowers, vav's, dampers, registers as well as any other components within the air conveyance systems, and provided access doors. All cleaning completed and performed within the specifications of NADCA (National Air Duct Cleaning Association) protocol.	
Week of October 7- ninth week	
Work hours 3:00 pm-5:00 pm/ Four (4) workers @ 2 hrs/day @ \$ 76.50 = \$612.00 x 4 days=	\$ 2,448.00
Work hours 5:00pm- 11:00pm/ Four (4) workers @ 6 hrs/day @\$115.25 = \$2,766.00 x 4 days	\$11,064.00
Work hours 3:00pm-5:00pm /three(3) workers @ 2hrs/day @76.50 = 459.00 x 1 day=	\$ 459.00
Work hours 5:00pm-11:00pm/three(3)workers @6 hrs/day @\$115.25 =2074.50 x 1 day=	\$ 2,074.50
Total	\$16,045.50

Thank you for your business

Please make check payable to: Better Air Quality, Inc. 3 Beach Plum Lane Middle Island, NY 11953

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

Interest will be charged on overdue invoices. A late fee of the total bill will be:

1-3 months	4-6 months	7-9 months	10-12 months
10/1 3%	6%	9%	12%

BETTER AIR QUALITY

Claimant Name

By (Signature)

Date
Precedent
Title



INVOICE #
45-1119

Better Air Quality, Inc.

EIN: 3000208123

3 Beach Plum Lane
Middle Island, NY 11953
631-379-8282
Betterair@optonline.net

INVOICE DATE:
MAY 5, 2025

BPNC21000033
Ref: Timothy Funaro

Nassau County Public Works
WC div of Facilities Management
Warehouse A Eisenhower Park
Eat Meadow, NY 11554
POPW25000186

91036-05099-051

1003

SALESPERSON	JOB	BUILDING AREAS	PROJECT #
James Castellano	1 West St. Mineola	THIRD FLOOR	

DESCRIPTION	LINE TOTAL
Cleaning of commercial air conveyance system serving the Legislative building in Nassau County including air handlers, coils, blowers, vav's, dampers, registers as well as any other components within the air conveyance systems, and provided access doors. All cleaning completed and performed within the specifications of NADCA (National Air Duct Cleaning Association) protocol. Week of April 28, 2025- FOURTH week	
Work hours / Four (4) workers @ 8 hrs/per day/ 5 days= total of 160 hrs @ \$ 115.25/hr Total	\$18,440.00

Thank you for your business

Please make check payable to: Better Air Quality, Inc. 3 Beach Plum Lane Middle Island, NY 11953

Interest will be charged on overdue invoices. A late fee of the total bill will be:			
1-3 months	4-6 months	7-9 months	10-12 months
		9%	12%

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

BETTER AIR QUALITY

Richard Henbockle

Richard Henbockle
BY (Signature)

5/5/25
Date
President
Title

Richard Henbockle 5-15-25



INVOICE #
45-1115

Better Air Quality, Inc.

3 Beach Plum Lane
Middle Island, NY 11953
631-379-8282
Betterair@optonline.net

INVOICE DATE:
APRIL 14, 2025

BPNC21000033
Ref: Timothy Funaro

Nassau County
Purchasing office
1 West Street
Mineola, NY 11501

POPW25000186

91036-05099-081

1003

SALESPERSON	JOB	BUILDING AREAS
James Castellano	1 West St. Mineola	Basement

DESCRIPTION	LINE TOTAL
Cleaning of commercial air conveyance systems that serve the Legislative building in Nassau County including air handlers, coils, blowers, vav's, dampers, registers as well as any other components within the air conveyance systems, and providing of access doors. All cleaning completed and performed within the specifications of NADCA (National Air Duct Cleaning Association) protocol.	
Week of April 7 2025- first week Work hours / Four (4) workers @ 144 hrs/wk @ \$ 115.25 =	
Total	\$16,596.00

Thank you for your business

Please make check payable to: Better Air Quality, Inc. 3 Beach Plum Lane Middle Island, NY 11953

Interest will be charged on overdue invoices. A late fee of the total bill will be:			
1-3 months	4-6 months	7-9 months	10-12 months
3 %	6%	9%	12%

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

BETTER AIR QUALITY

Claimant Name

James Castellano

By (Signature)

Date

4/15/25

Title

President

Richard J Henbockle 5-16-25

\$ 33.83

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

Per hour: \$ 2.46

OVERTIME PAY

See (B, B3) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S

Guards, Security

09/01/2025

JOB DESCRIPTION Guards, Security

DISTRICT 10

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per hour: 07/01/2025

Security Guard (Armed) \$ 33.93

Security Guard (Unarmed) \$ 22.62

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

Per hour: \$ 2.46

OVERTIME PAY

See (B, B3) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S

Janitor, Porter, Cleaner

09/01/2025

JOB DESCRIPTION Janitor, Porter, Cleaner

DISTRICT 10

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

07/01/2025 01/01/2026

Janitors/ \$ 17.75 \$ 18.50

Porters/

Cleaners/

Elevator Operators

NOTE: Duct cleaning is broken down into two separate functions.

1. The Disassembly, re-assembly and modification of duct, which is covered under Article 8
2. The actual cleaning of the duct which is covered by Article 9

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

Additional per hour:

After 90 days:

Full Time:	\$ 8.37	\$ 8.80
Part Time:	\$ 1.87	\$ 1.74

Full time is defined as employees regularly scheduled to work a minimum of 27.5 hours per week.

SICK DAYS

In first year, employee will accumulate 1 hour for every 30 hours worked to a maximum of fifty six hours.

After the first year, 10 days pay or 10 days off with pay.
This is based on 40 hrs a week, lesser hrs would be prorated.

Payout of unused sick days are due 1/31 every year.

VACATION DAYS

The following days off are after time with the employer,

6 months with employer	3 days off with pay
1 yr- with employer	5 days """"
2 yrs- with employer	10 days """"
5 yrs- with employer	15 days """"
10 yr- with employer	20 days """"
25 yr- with employer	25 days """"

PERSONAL DAYS

All employees shall receive 2 personal days per year.

Paid time off for part-time employees shall be prorated. (See "Introduction to the Prevailing Rate Schedule", 'Wage and Supplements' heading, for a detailed explanation.)

OVERTIME PAY

See (B, B3) on OVERTIME PAGE
Any holidays worked will be paid at time and one half plus the holiday pay
1 1/2 times regular pay on the sixth consecutive day of work
2 times regular pay on the seventh consecutive day of work

HOLIDAY

Paid: See (5, 6, 11, 12, 25, 26, *29) on HOLIDAY PAGE
*Note: If an employee is required to work on Juneteenth, said employee shall receive an additional Floating Holiday in lieu of of Juneteenth holiday/holiday pay.

If the holiday falls on a weekend the Monday or Friday are observed. If any work is performed on the observed Holiday, then time and one half for work plus holiday straight time is due.

10-32 BJ

Landscape Maintenance Around Buildings

09/01/2025

JOB DESCRIPTION Landscape Maintenance Around Buildings

DISTRICT 10

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per hour: 07/01/2025
\$ 22.93

Landscape maintenance work around a building, that is simple mowing, shrub trimming, etc., or clean-up type activities not associated with a construction project, is covered under Article 9. Mowing and /or spreading seed, fertilizer, or pest control material in: athletic fields, parks, cemeteries, sides of roadways/highways is NOT covered.

Installation, maintenance, or repair of artificial turf/synthetic sport surfaces is covered under Article 8.

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (B3) Time and one half of the hourly rate after 40 straight hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays

- (S) Two and one half times the hourly rate for Holidays
- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

ARICH 0

40% 50% 70% 80% + \$ 6.00/Hr.

Supplemental Benefits per hour:

1st	2nd	3rd	4th
\$ 10.94	\$ 13.51	\$ 28.10	\$ 32.02

4-154

Sheetmetal Worker

09/01/2025

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per Hour:

07/01/2025

Sign Erector

\$ 60.00

NOTE: For Structurally Supported Overhead Highway Signs (See STRUCTURAL IRON WORKER CLASSIFICATION)

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2025

Sign Erector

\$ 58.31

OVERTIME PAY

See (B, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:

6 month Terms at the following percentage of Sign Erectors wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
35%	40%	45%	50%	55%	60%	65%	70%	75%	80%

SUPPLEMENTAL BENEFITS Per Hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 18.65	\$ 21.16	\$ 23.69	\$ 26.22	\$ 35.39	\$ 38.52	\$ 42.55	\$ 45.75	\$ 48.96	\$ 52.15

4-137-SE

Sheetmetal Worker

09/01/2025

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:

07/01/2025

Sheetmetal Worker

\$ 62.34

Maintenance of Fans
Temporary Operation

\$ 51.42

SUPPLEMENTAL BENEFITS

Per Hour:

All Classifications:

\$ 55.00

Premium*:

\$ 80.81

Premium**: \$ 106.62

* Applies to instances where 1-1/2 regular rate are paid
 **Applies to instances where 2 times the rate are paid.

OVERTIME PAY

See (B, *E, E2, Q) on OVERTIME PAGE

* Double the hourly rate on Saturday after 10 Hours

Maintenance of Fans

Temporary Operation: B,E, & Q

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Six(6) Month Terms As Follows:

Wages per hour:

1st & 2nd Term	3rd & 4th Term	5th & 6th Term	7th & 8th Term	9th Term
\$ 21.70	\$ 27.95	\$ 34.21	\$ 43.63	\$ 49.85

Supplemental Benefits Per Hour:

1st & 2nd Term	3rd & 4th Term	5th & 6th Term	7th & 8th Term	9th Term
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Straight Time:

\$ 20.27	\$ 27.52	\$ 32.53	\$ 40.00	\$ 45.02
----------	----------	----------	----------	----------

Premium*:

\$ 29.77	\$ 40.45	\$ 47.87	\$ 58.78	\$ 66.15
----------	----------	----------	----------	----------

Premium**:

\$ 39.26	\$ 53.38	\$ 63.08	\$ 77.56	\$ 87.28
----------	----------	----------	----------	----------

* Applies to instances where 1-1/2 regular rate are paid

**Applies to instances where 2 times the rate are paid.

Steamfitter

09/01/2025

JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:

07/01/2025

AC Service/Heat Service \$ 46.60
 & Refrigeration

Includes installation, service, maintenance, repair and replacement, of refrigeration, A/C, Oil Burner and Stoker.

NOTE: Refrigeration Compressor installation. (Not to exceed 5 Hp combined on any one project).

NOTE: Air / Heating Compressor installation.(Not to exceed 15 tons combined on any one project).

SUPPLEMENTAL BENEFITS

Per Hour Worked:

AC Service/Heat Service \$ 22.71
 & Refrigeration

Per hour Paid: \$ 19.65

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (B3) Time and one half of the hourly rate after 40 straight hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays

- (S) Two and one half times the hourly rate for Holidays
- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/06/2026

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

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

PRODUCER King Risk Partners, LLC 55 Old Turnpike Road Suite 602 Nanuet NY 10954		CONTACT NAME: Donna Uveges PHONE (A/C, No, Ext): (845) 627-2130 E-MAIL ADDRESS: donna.uveges@king-insurance.com FAX (A/C, No):
INSURED Total Environmental Restoration Solutions Inc 16 Carol Ave, Unit 3 West Haverstraw NY 10993		INSURER(S) AFFORDING COVERAGE INSURER A: Penn American Insurance Co. INSURER B: Progressive Specialty Insurance Company INSURER C: Palomar Excess and Surplus Insurance Company INSURER D: INSURER E: INSURER F:
		NAIC # 32786 16754

COVERAGES **CERTIFICATE NUMBER:** CL264620639 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ENC0007853-04	08/22/2025	08/22/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input type="checkbox"/> AUTOS ONLY HIRED <input type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			995447702	04/01/2026	04/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 50,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$			ENX0007854-04	08/22/2025	08/22/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 SEE BELOW FOR \$ ADD'L UMB.
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	EIL - Contractors Professional Liability			ENC0007853-04	08/22/2025	08/22/2026	Each Occurrence \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Nassau County is included as Additional Insureds with respect to the General Liability as required by Written Contract or Agreement.

CERTIFICATE HOLDER Nassau County 240 Old Country Rd, Mineola, NY 11501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Brian Cameron</i>
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AGENCY CUSTOMER ID: 00570034

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY King Risk Partners, LLC		NAMED INSURED Total Environmental Restoration Solutions Inc	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Insurer D: Citizens Property Insurance
 Coverage- Business Personal Property
 Policy #: 31SBAAL7K64
 Effective 05/13/2025 - 05/13/2026
 BPP Limit - \$500,000
 Replacement Cost | Special Form



CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

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

1a. Legal Name & Address of Insured (use street address only)
TOTAL ENVIRONMENTAL RESTORATION SOLUTIONS INC.
16 CAROL AVE, UNIT3
WEST HAVERSTRAW, NY 10993
1b. Business Telephone Number of Insured
877-777-3117
1c. Federal Employer Identification Number of Insured or Social Security Number
562514740

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Nassau County
240 Old Country Rd,
Mineola, NY 11501
3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company
3b. Policy Number of Entity Listed in Box "1a"
DBL520563
3c. Policy effective period
11/09/2025 to 11/08/2026

4. Policy provides the following benefits:
[X] A. Both disability and paid family leave benefits.
[] B. Disability benefits only.
[] C. Paid family leave benefits only.
5. Policy covers:
[X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
[] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

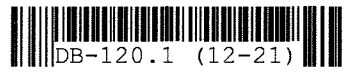
Date Signed 4/6/2026 By [Signature]
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)
Telephone Number 516-829-8100 Name and Title Wade Harrison, President

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.
Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)
Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 562514740
KING RISK PARTNERS LLC
55 OLD TURNPIKE RD SUITE 602
NANUET NY 10954



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER TOTAL ENVIRONMENTAL RESTORATION SOLUTIONS INC 16 CAROL AVE UNIT 3 WEST HAVERSTRAW NY 10993		CERTIFICATE HOLDER NASSAU COUNTY 240 OLD COUNTRY RD, MINEOLA NY 11501	
POLICY NUMBER W2576 627-0	CERTIFICATE NUMBER 44517	POLICY PERIOD 04/06/2026 TO 04/06/2027	DATE 4/6/2026

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2576 627-0, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT
GARY SHAKED
1 OF 1
TOTAL ENVIRONMENTAL RESTORATION
SOLUTIONS INC

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 1016225134