



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

July 1, 2025

To: Terrence D. McCracken, Secretary to the Authority

From: Daniel J. Seider, Director of Production *DJS*

Subject: Furnishing of Sodium Hypochlorite to ECWA
for Use in the Booster Stations for One Year
ECWA Project No. 202500099

On Thursday, June 26, 2025, the Authority received one (1) bid for the above-referenced contract. The bid has been reviewed, a mathematical check has been performed, and the apparent lowest acceptable bidder is Bison Laboratories, Inc (Bison). Enclosed please find a copy of the bid tabulation sheet for your use and information.

Bison is an established supplier of chemicals to the Authority. Bison, during past business transactions and chemical deliveries to ECWA facilities, has always fulfilled their contract requirements in a reliable and competent manner, delivering quality products in a timely fashion, and according to the Authority Contract specifications.

Bison provided adequate insurance documentation that has been approved by the Authority's Claims Representative/Risk Manager. The Engineering Department, therefore, recommends award of the Furnish and Deliver Sodium Hypochlorite contract to Bison Laboratories, Inc. in the amount of \$42,690.00, for the Board's consideration and, if approved, for the Chairman to execute.

Budget Information:

Unit 1020 – 2025 O&M Budget Item 13 - Chemicals

The Authority 2025 budget will include funding allocations for subsequent years.

Attached please find the following documents:

1. ECWA Authorization Form.
2. ECWA Recommendation for Award of Contract form.
3. Bid Tabulation.
4. Three copies of contract documents for execution by ECWA Chairman.

DJS:lal1

Attachment

cc: L.Kowalski

C.Klubek

CHEM-715-2501-X-12

**ERIE COUNTY WATER AUTHORITY
AUTHORIZATION FORM
For Approval/Execution of Board Meeting Documents**

Document Name: _____ **Project No.:** _____

Description: _____

Item Description:

Choose one:

Other: _____




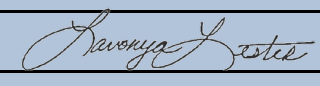

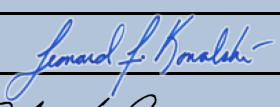

Action Requested:

Choose one:

Other: _____

Approvals Required:

APPROVED AS TO CONTENT:

| | | |
|-----------------------------|--|------------------|
| Chief Financial Officer |  | Date: 07/08/2025 |
| Chief Operating Officer |  | Date: 07/08/2025 |
| Claims Rep. – Risk Manager |  | Date: 7/8/2025 |
| Comptroller | _____ | Date: _____ |
| Director of Administration |  | Date: 07/08/2025 |
| Director of Distribution | _____ | Date: _____ |
| Director of Human Resources | _____ | Date: _____ |
| Director of IT | _____ | Date: _____ |
| Director of Production |  | Date: 7/8/2025 |
| Director of Water Quality | _____ | Date: _____ |
| Executive Engineer |  | Date: 7/8/2025 |
| General Counsel (Legal) |  | Date: 7/8/2025 |
| Other: _____ | _____ | Date: _____ |

APPROVED FOR BOARD RESOLUTION:

| | | |
|----------------------------|--|-----------------|
| Secretary to the Authority |  | Date: 7/14/2025 |
|----------------------------|--|-----------------|

Remarks: _____

Resolution Date: _____ **Item No:** _____

**ERIE COUNTY WATER AUTHORITY
RECOMMENDATION FOR AWARD OF CONTRACT**

Contract: _____ Project No.: 202500099
Project Description: Furnishing of Sodium Hypochlorite to the ECWA
for Use in the Booster Stations for One Year from August 1, 2025
through July 31, 2026.

CONTRACT AWARD

Contractor/Supplier: Bison Laboratories, Inc
Award Amount: \$42,690.00

BID SUMMARY:

| | |
|---|---------------------------------------|
| Date Advertised for Bids: <u>06/03/2025</u> | Date of Bid Opening <u>06/26/2025</u> |
| Bidder | Total Bid Amount |
| <u>Bison Laboratories, Inc.</u> | <u>\$42,690.00</u> |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Attachments: ☒ Bid Tabulation ☐ Consultant's Recommendation

APPROVALS (Select applicable)

WMBE APPROVAL

_____ No Waiver
_____ Full Waiver
_____ Partial Waiver
☐ Affirmative Action Officer N/A Date _____

INSURANCE APPROVAL

☒ Claims Rep/Risk Manager Molly Op Musana Date 6/30/2025

NYS CERTIFIED APPRENTICESHIP PROGRAM APPROVAL

☐ Coordinator of Employee Relations N/A Date _____

Remarks: Unit Price Contract.

| | | | |
|-----------------------|---|--|--|
| Project Title: | FURNISHING OF SODIUM HYPOCHLORITE TO THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE BOOSTER STATIONS FOR ONE YEAR FROM AUGUST 1, 2025 THROUGH JULY 31, 2026 | | |
| ECWA Project: | 202500099 | | <div>Bid opening Date: 6/26/2025</div> <div>Time: 10:00 AM</div> |
| Advertised Source | Date | | |
| CONSTRUCTION EXCHANGE | 6/3/2025 | | |
| NYS CONTRACT REPORTER | 6/3/2025 | | |
| | | | |

| Bison Laboratories | | | | |
|---------------------------|-----------------------|---|-----------------------|--------------------|
| Bid Items - Base | Quantity (gal) | Description | Unit Price Bid | Totals |
| 1 | 12,000 | Sodium Hypochlorite in 330-gallon totes | \$3.25 | \$39,000.00 |
| 2 | 1,000 | Sodium Hypochlorite in 5-gallon carboys | \$3.69 | \$3,690.00 |
| | | | Total: | \$42,690.00 |

Bison Laboratories was the sole bidder for this project. This is our current supplier, we have been happy with the product and service, and the price is comparable to the previous contract price.

Set No:

Project Manual – Short Form

**Furnishing of Sodium Hypochlorite
to the Erie County Water Authority
for Use in the Booster Stations for One Year
from August 1, 2025 through July 31, 2026**

Project No. 202500099

Erie County Water Authority
3030 Union Road
Cheektowaga, New York 14227



ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK

FURNISHING OF SODIUM HYPOCHLORITE
TO THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE BOOSTER STATIONS FOR
ONE YEAR FROM AUGUST 1, 2025 THROUGH JULY 31, 2026
PROJECT No: 202500099

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ERIE COUNTY WATER AUTHORITY
3030 UNION ROAD
CHEEKTOWAGA, NEW YORK 14227

FURNISHING OF SODIUM HYPOCHLORITE
TO THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE BOOSTER STATIONS FOR
ONE YEAR FROM AUGUST 1, 2025 THROUGH JULY 31, 2026
PROJECT No: 202500099

NOTICE TO BIDDERS

The Erie County Water Authority will receive separate, sealed bids to FURNISHING OF SODIUM HYPOCHLORITE TO THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE BOOSTER STATIONS FOR ONE YEAR FROM AUGUST 1, 2025 THROUGH JULY 31, 2026.

Bids must be received by the Erie County Water Authority no later than 10:00 a.m. Eastern Prevailing Time on Thursday, June 26, 2025 at the Service Center Front Desk, Erie County Water Authority, 3030 Union Road, Cheektowaga, New York 14227.

When permitted, members of the public may be present to observe the bid opening. All attendees must bring a government-issued photo identification (driver's license preferred) and check-in with the ECWA receptionist before being allowed entry to the bid opening.

Whenever the Erie County Water Authority is operating under a Declaration of Emergency due to a pandemic or other general state of emergencies, members of the public may be precluded from being present at such bid opening.

ANYONE ENTERING THE SERVICE CENTER OR OTHER AUTHORITY FACILITIES IS SUBJECT TO SUCH RESTRICTIONS OR LIMITATIONS IN PLACE AT THE TIME OF ENTRY.

All bids being mailed (including FedEx, UPS, Priority Mail, etc.) or delivered shall be directed to the "SERVICE CENTER FRONT DESK" at the address listed above in a sealed envelope and be clearly marked on the outside of the mailing or hand-delivered envelope "BID ENCLOSED-ECWA: FURNISHING OF SODIUM HYPOCHLORITE TO THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE BOOSTER STATIONS FOR ONE YEAR FROM AUGUST 1, 2025 THROUGH JULY 31, 2026 (Project No. 202500099)."

Beginning at 9:00 a.m. Eastern Prevailing Time, on Tuesday June 3, 2025, Project Manuals and accompanying drawings, if applicable, may be obtained in person at the Service Center Front Desk at the above address. If obtaining documents in person, government-issued photo identification is required to enter the building and a business card for bidder's contact person is requested. Documents may also be obtained by writing the Service Center Front Desk at the above address or calling 716-684-1510, between the hours of 9:00 a.m. and 4:00 p.m. Contract Documents will be mailed to prospective bidders wishing to obtain a set upon receipt of prospective bidder's charge number for UPS or FedEx. The mailing date will be considered the bidder's date of receipt. Partial sets of documents will not be available.

Each bid shall be accompanied by a certified check or bid bond in the amount of five percent (5%) of the amount of the bid.

In accordance with State Finance Law §§139-j and 139-k, all questions about meaning or intent of the bidding documents shall be submitted to the designated contact person in writing. The designated contact is Casey T. Klubek, Principal Engineering Draftswoman, Erie County Water Authority, 3030 Union Road, Cheektowaga, New York 14227, telephone 716-685-8232, email cklubek2@ecwa.org.

The Erie County Water Authority reserves the right to reject any and all bids or to accept any bid deemed to be in the best interest of the Water Authority even though the proposal chosen may result in the award of the contract to a bidder whose bid is not mathematically lowest.

The final contract will be executed in the format set forth in the proposed Contract Documents located in this Project Manual. The Contract will be for a one-year term, with the potential for two additional one-year extensions. It is anticipated that the term of the original contract will be from August 1, 2025 through July 31, 2026, subject to the approval of Authority's Board of Commissioners.

ERIE COUNTY WATER AUTHORITY

A handwritten signature in black ink, appearing to read 'T. D. McCracken', with a long horizontal flourish extending to the right.

TERRENCE D. McCracken
Secretary to the Authority

ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK

FURNISHING OF SODIUM HYPOCHLORITE
TO THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE BOOSTER STATIONS FOR
ONE YEAR FROM AUGUST 1, 2025 THROUGH JULY 31, 2026
PROJECT NO: 202500099

SECTION 00200SF

INSTRUCTIONS TO BIDDERS

1. BID SHALL BE SUBMITTED ON THESE ERIE COUNTY WATER AUTHORITY (the "Authority") BID FORMS or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.
2. LATE PROPOSALS. Any bids received at the Authority after the date and time prescribed will not be considered for contract award.
3. ADDENDA.
 - a. All questions about the meaning or intent of the Bidding Documents shall be submitted to the AUTHORITY in writing. In order to receive consideration, questions must be received by the AUTHORITY at least ten (10) days prior to the date for the opening of Bids. Interpretations, clarifications, and/or supplemental instructions considered necessary by the AUTHORITY in response to such questions will be issued by Addenda to all parties recorded by the AUTHORITY as having received the Bidding Documents. Such Addenda will be issued: (1) by mail, either Registered or Certified, with return receipt requested, (2) by email, or (3) through an online bid distribution platform. Such Addenda will be issued for receipt not later than three (3) days prior to the date for the opening of Bids. Failure of any Bidder to receive such Addendum or interpretation shall not relieve any bidder from any obligation under his bid submitted. All Addenda so issued shall become part of the Contract Documents. All Addenda must be submitted with the bid proposal and be properly signed by the Bidder as part of the Bid Documents. Only questions answered by Addenda will be binding. The AUTHORITY will not be responsible for any other explanations or interpretation of such documents which anyone presumes to make on behalf of the AUTHORITY before expiration of the time set for the receipt of Bids. No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any bidder orally. Oral and other interpretations or clarifications will be without legal effect.
 - b. Addenda may also be issued to clarify, correct, or change the Bidding Documents as deemed advisable by the AUTHORITY. Such Addenda, if any, will be issued in the manner and within the time-period stated in paragraph 3.a.

4. **BID DOCUMENTS.** The blank spaces in the proposal must be filled in correctly where indicated for each and every item, and the Bidder must state, both in words and in numerals, written or printed in ink, the prices for which he proposes to do each item of the work contemplated. In case of discrepancy between the words and the numerals, the words shall govern. The Bidder shall sign the proposal and all required forms correctly and with original signatures.
5. **BID GUARANTEE.** Each bid must be accompanied by a certified check made payable to the Erie County Water Authority or a bid bond in the sum of five percent (5%) of the amount of the bid. Bid bonds must be in satisfactory form and payable to the order of the AUTHORITY. The bid bond must contain original signatures in ink. The bid bond shall be approved by the Authority's Attorney as to form, and by the Comptroller as to sufficiency of the bond. The amount of the certified check or bid bond shall be retained by the AUTHORITY as liquidated damages if the bidder whose bid is accepted shall fail to enter into a contract with the Authority.
6. **EQUIPMENT AND MATERIALS BROCHURES.** The Technical Specifications may require that each bid be accompanied by certain brochures that describe the various types of equipment or material listed in the bid, then the bid must be accompanied by such brochures. Bids not accompanied by the required equipment and material brochures may be rejected. If brochures are not available, the bidder is required to submit with his bid a letter stating that he has requested four (4) copies of the brochures described in the Technical Specifications and that his bid price is for the equipment or materials as described in these brochures.
7. **EMERGENCY CLOSINGS.** In the event of an emergency closing of certain Authority facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Secretary to the Authority's control, only bids received prior to the date and time or postmarked as of the date prescribed will be considered for contract award.
8. **ANY CHANGE IN WORDING OR INTERLINEATION OF THE ADVERTISEMENT AS PUBLISHED BY THE AUTHORITY** shall be reason to reject the proposals in the event that such change in the Advertisement to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid. Proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate bids other than are provided for in the proposal form, escalation clauses or irregularities of any kind.
9. **THE AUTHORITY, IN THE BEST INTERESTS OF THE PUBLIC, RESERVES THE RIGHT TO REJECT** any and all bids, to accept either in whole or in part any one bid or combination of bids as may be provided in the bid specifications, and to waive any informalities in bids. The Authority does not obligate itself to accept the lowest or any other proposal and reserves the right to re-bid.
10. **CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED** after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.

11. An EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid. See, § 7 of the Proposed Contract Documents.
12. FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by the Authority to recover damages.
13. PRICES SHALL BE QUOTED F.O.B. DESTINATION.
14. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE AUTHORITY. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the bid. There will be no additional charges for delivery.
15. NO TAXES ARE TO BE BILLED TO THE AUTHORITY. Bids shall not include any State or local excise, sales, transportation or other tax, unless State law specifically levies such tax on purchases made by a public benefit corporation created by the State of New York. The Authority Purchase Order is an exemption certificate. Any applicable taxes from which the Authority is not exempt shall be listed separately as cost elements and added into the total net bid.
16. THE SUCCESSFUL BIDDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to Bidder's performance under this contract.
17. GRATUITIES, ILLEGAL OR IMPROPER SCHEMES. The Authority may terminate contracts or purchase orders, if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any Authority official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of the contract or purchase order. The Authority may also terminate a contract or purchase order if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of the contract or purchase order. In the event that it is determined that said improper or illegal acts occurred, the Authority shall be entitled to terminate the contract or purchase order and/or exercise any other remedy available to it under existing law.
18. ANY CASH DISCOUNT which is part of a bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The Authority policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the Authority will take the discount when payment is made. The Authority will not pay any interest charges nor refund discount amounts taken after the discount period. If this procedure is unsatisfactory, please quote net.
19. ANY ADDITIONAL INFORMATION which bidder desires to add to the bid shall be written on a separate sheet of paper attached to and submitted with the formal sealed bid to be read at the formal opening.
20. WARRANTY: Notwithstanding anything to the contrary herein contained, BIDDER agrees that the warranties as prescribed by the Laws of the State of New York are and will remain

in effect; that this warranty and the time to exercise said warranty in effect at the time of the breach, if any, caused by any breach or by any hidden or latent defect will be as prescribed by the Laws of the State of New York. The obligations of BIDDER herein are independent of any other obligations.

21. THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45-day period, a bidder to whom the bid has not been awarded may withdraw his bid by serving written notice upon the Secretary to the Authority of his intention to do so.
22. PRICE IS FIRM. The unit prices bid shall remain firm and any other charges bid shall also remain firm for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.
23. EXTENSION OF PRICE PROTECTION. Any contract entered into pursuant to this bid to supply the Authority requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful bidder and the Authority. All extensions shall be submitted in writing and shall have prior approval by the Secretary to the Authority.
24. IN EXECUTING THIS BID, THE BIDDER AFFIRMS that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures and understands that the Authority will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.
25. ACCOUNTABILITY. The undersigned shall be fully accountable for his or its performance under this bid or any contract or purchase order entered into pursuant to this bid, and agrees that he or its officers will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate the contract or his performance.

++ END OF SECTION ++

FURNISHING OF SODIUM HYPOCHLORITE
TO THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE BOOSTER STATIONS FOR
ONE YEAR FROM AUGUST 1, 2025 THROUGH JULY 31, 2026
PROJECT No: 202500099

SECTION 00400SF

BID DOCUMENTS AND BID FORM SUPPLEMENTS

OPENING DATE: Thursday, June 26, 2025 TIME: 10:00 a.m.

NAME OF BIDDER: Sodium Hypochlorite

PERSON AUTHORIZED TO ENTER INTO CONTRACT FOR BIDDER:

NAME: Steven P. Morber

TITLE President

SUBMISSION DATE: _____

ADDRESS: 100 Leslie Street, Buffalo NY 14211

PHONE: 716-895-2707

PERSON EMPLOYED BY THE BIDDER, WHO WILL BE RESPONSIBLE FOR OBTAINING
BONDS AND/OR INSURANCE COVERAGE

NAME: Julie Golba

TITLE Office Manager

ADDRESS: 100 Leslie Street, Buffalo NY 14211

PHONE: 716-895-2707

EMAIL: julie@bisonlabs.com

BID ITEMS AND BID SHEET

BID DESCRIPTION: FURNISHING OF SODIUM HYPOCHLORITE TO THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE BOOSTER STATIONS FOR ONE YEAR FROM AUGUST 1, 2025 THROUGH JULY 31, 2026

PROJECT No: 202500099

The quantities for the unit price items are unpredictable and the Authority has inserted certain quantities in the proposal to be used solely for purpose of comparison of bids. The Bidder will not be entitled to any adjustment in the unit price bid as a result of changes in any of these items ranging from zero to any quantity. The Bidder shall make no claims for anticipated profits, for loss of profits, or for other damages as the result of changes in the quantities purchased.

Details for the Bid Item(s) are included in the Technical Specifications, Section 01200SF.

In case of discrepancy, written unit figures shall govern.

| <u>DESCRIPTION</u> | <u>ESTIMATED QUANTITY</u> | <u>COMPUTED TOTALS</u> |
|---|---------------------------|-------------------------------|
| ITEM 1 For furnishing, delivering, and loading a solution of 12.5% Sodium Hypochlorite in a 330-gallon tote, all in accordance with the Specifications, for the unit price of: <u>Three</u> Dollars and <u>Twenty-five</u> Cents (\$ <u>3.25</u>) per gallon. | 12,000 gallons | \$ <u>39,000⁰⁰</u> |
| ITEM 2 For furnishing, delivering, and loading a solution of 12.5% Sodium Hypochlorite in a 5-gallon carboy, all in accordance with the Specifications, for the unit price of: <u>Eighteen</u> Dollars and <u>Forty-five</u> Cents (\$ <u>18.45</u>) per gallon 5 gallon carboy | 1,000 gallons | \$ <u>3,690⁰⁰</u> |
| COMPUTED TOTAL FOR ITEM 1 AND ITEM 2: | | |
| <u>Forty-two Thousand, six hundred & ninety</u> Dollars and <u>Zero</u> Cents | | \$ <u>42,690⁰⁰</u> |

NOTE: Bid results are available on the Erie County Water Authority website, www.ecwa.org (under Doing Business tab, select option Business Opportunities). No bid results will be given over the telephone.

The Bidder agrees to supply all labor, material, and equipment above-described at the above-quoted price and in accordance with all applicable Specifications.

NAME OF BIDDER: Bison Laboratories, Inc

AUTHORIZED SIGNATURE:  DATE: 6/24/25

INFORMATION REQUIRED FROM BIDDERS
AT TIME OF CANVASS OF BIDS

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME Bison Laboratories Inc

ADDRESS OF PRINCIPAL OFFICE: STREET 100 Leslie Street

CITY Buffalo

AREA CODE 716 PHONE 895-2707 STATE NY ZIP 14211

Check one: CORPORATION ☒ PARTNERSHIP ☐ INDIVIDUAL ☐

INCORPORATED UNDER THE LAWS OF THE STATE OF New York

If foreign corporation, state if authorized to do business in the State of New York:

YES ☐ NO ☐

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE: STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

NAMES AND ADDRESSES OF PARTNERS:

Steven P. Morber 8990 Roberts Grove, Clarence NY 14031

IDENTIFICATION #: (COMPLETE ONE):

Federal Employer Identification Number: 16-0715916

Social Security Number: _____

INFORMATION REQUIRED FROM BIDDERS
REGARDING PROPOSED CONTRACT DOCUMENTS

Question 1:

The BIDDER represents that it has reviewed the Proposed Contract Documents beginning at page AGT-1.

CHECK ONE:

- ☒ YES, BIDDER has reviewed the Proposed Contract Documents.
- ☐ NO, BIDDER has not reviewed the Proposed Contract Documents.

Failure to review the Proposed Contract Documents will result in the BIDDER being deemed NONRESPONSIVE by the Authority and therefore, ineligible to be awarded the Contract.

Question 2:

The BIDDER accepts the terms of the Proposed Contract Documents as drafted and agrees to execute the Contract as drafted if awarded the Bid.

CHECK ONE:

- ☒ YES, BIDDER accepts the Proposed Contract Documents.
- ☐ NO, BIDDER proposes the following amendment(s) to the Proposed Contract Documents:

*Insert Additional Page(s) if necessary.

Question 3:

Is the proposed Amendment a Condition of the Bid Proposal? If the Authority rejects the proposed Amendment would the Bidder withdraw its Bid?

CHECK ONE:

☐ YES, the Amendment is a Condition of the Bid Proposal.

IF the Amendment is a Condition of the Bid Proposal and the Authority rejects the Amendment, the Authority will deem the Bid withdrawn and will proceed to award the Bid to the next lowest, responsible bidder.

☐ NO, the BIDDER would like to negotiate the terms of the Amendment prior to the execution of the Contract.

Please Answer Question 3 for each proposed Amendment to the Proposed Contract Documents and insert additional pages if necessary to provide such answers. *Not Applicable*

NAME OF BIDDER: Bison Laboratories, Inc

AUTHORIZED SIGNATURE: *See P-3* DATE: 6/24/25

Executed in Duplicate

BID SECURITY FORM

BIDDER (Name and Address):

Bison Laboratories Inc

100 Leslie Street

Buffalo, NY 14211

SURETY (Name and Address of Principal Place of Business):

United Fire & Casualty Company

118 Second Avenue SE

Cedar Rapids, IA 52407

OWNER:

Erie County Water Authority
295 Main Street, Room 350
Buffalo, New York 14203

BID

BID DUE DATE: June 26, 2025

PROJECT:

**FURNISHING OF SODIUM HYPOCHLORITE TO THE ERIE COUNTY WATER
AUTHORITY FOR USE IN THE BOOSTER STATIONS FOR ONE YEAR FROM
AUGUST 1, 2025 THROUGH JULY 31, 2026**

Project No. 202500099

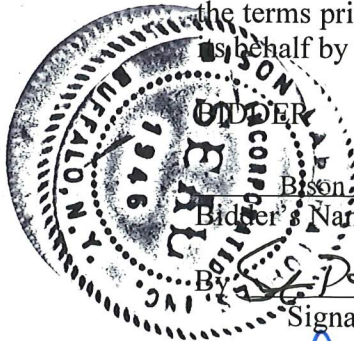
BOND

BOND NUMBER: N/A

DATE: (Not later than Bid due date): June 24, 2025

PENAL SUM: Five Percent of Total Amount Bid (5%)
(Words) (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.



Bison Laboratories Inc (Seal)
Bidder's Name and Corporate Seal

By: [Signature] PRESIDENT
Signature and Title

Attest: [Signature]
Signature and Title AIR Clerk

SURETY

United Fire & Casualty Company (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature and Title Victoria Rivers, Attorney-in-Fact
(Attach Power of Attorney)

Witness: [Signature]
Emily Murray



1.01 Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2.01 Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3.01 This obligation shall be null and void if:

- A. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
- B. All Bids are rejected by OWNER, or
- C. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5.01 hereof).

4.01 Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5.01 Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6.01 No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4.01 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7.01 Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8.01 Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9.01 Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative, who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10.01 This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11.01 The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

CORPORATE ACKNOWLEDGEMENT

STATE OF New York

COUNTY OF Erie

On this 25th day of June, 2025 before me personally appeared Steven P. Morber to me known, who being by me duly sworn, did affirm that he/she resides in Charence, NY that he/she is the President of Bison Laboratories Inc, the corporation described in and which executed the above instruments; that the seal affixed to said instrument is the corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.



NOTARY PUBLIC

JULIE GOLBA
Notary Public, State of New York
No. 01G06324335
Qualified in Erie County
Commission Expires May 4, 2027

ACKNOWLEDGEMENT OF SURETY

STATE OF New York

COUNTY OF Erie

On this 24th day of June, 2025 before me personally came Victoria Rivera to me known, who being by me duly sworn, did depose and say; that he/she resides in Buffalo, New York; that he/she is the ATTORNEY-IN -FACT of United Fire & Casualty Company the above signed Surety, the corporation described in and which executed the within instrument; the he/she knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed to said instrument by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.



NOTARY PUBLIC

ANTONIO RIVERA
NOTARY PUBLIC STATE OF NEW YORK
Qualified in Erie County
My Commission Expires 03-11-2027

END OF BID BOND



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

TIMOTHY M. TOOLE, BRADLEY HALL, VICTORIA RIVERA, MONIQUE KOCIENSKI, TRACY ALESSI, CARL BELIZAIRE, KAREN E. DISALVO, MARK S. VERDI, WILLIAM J. LAWLEY, JR., EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 15th day of August, 2021

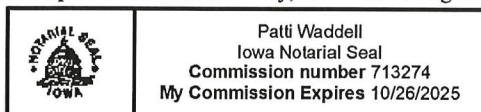


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*
 Vice President

State of Iowa, County of Linn, ss:

On 15th day of August, 2021, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this 24th day of June, 2025.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

UNITED FIRE AND CASUALTY COMPANY

P.O Box 73909, Cedar Rapids, IA. 52407

Statement of Financial Condition
As Of December 31, 2024

ASSETS

| | |
|--|------------------------|
| Bonds | \$899,971,509 |
| Stocks | 369,710,724 |
| Real Estate and Equipment | 39,924,087 |
| Other Invested Assets | 230,614,762 |
| Cash in Banks and Offices and Short Term Investments | 99,082,543 |
| Premiums in Course of Collection (less than 90 days old) | 409,343,102 |
| Reinsurance and Other Accounts Receivable | 49,430,269 |
| Deposits and Other Non Invested Assets | 72,386,260 |
| Total Admitted Assets | <u>\$2,170,463,256</u> |

LIABILITIES, SURPLUS AND OTHER FUNDS

| | |
|--------------------------------------|------------------------|
| Reserve for Unearned Premiums | \$345,904,551 |
| Reserve for Claims and Claim Expense | 996,363,710 |
| Reserve for Taxes and Expense | <u>104,829,258</u> |
| Total Liabilities | <u>\$1,447,097,519</u> |
| Capital Stock and Paid In Capital | \$286,754,635 |
| Surplus Notes | 50,000,000 |
| Surplus | 386,611,102 |
| Surplus as regards Stockholders | <u>723,365,737</u> |
| Total | <u>\$2,170,463,256</u> |

Securities carried at \$8,941,380 in the above statement are deposited as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2024, market quotations for all bonds and stocks owned, the Company's total admitted assets would be \$2,170,463,256 and surplus as regards shareholders \$723,365,737.

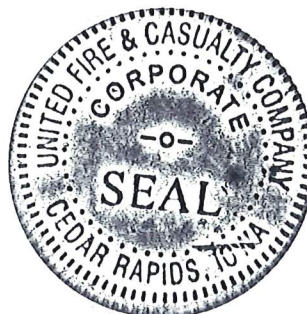
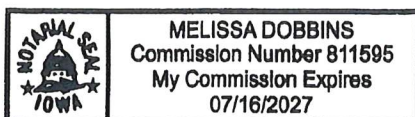
I, Adam M. Vogt, Treasurer of United Fire and Casualty Company, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2024.


Treasurer

State of Iowa
City of Cedar Rapids } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Iowa in the City of Cedar Rapids, this
13th day of March, 2025.


Notary Public



NON-COLLUSIVE BIDDING CERTIFICATION

as mandated by Public Authority Law § 2878

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

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

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

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

NOTICE

(Penal Law § 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this 24th day June, 2025

TERMS net 30 days DELIVERY DATE AT DESTINATION 3 days A.R.O.

FIRM NAME Bison Laboratories Inc

ADDRESS 100 Leslie Street

Buffalo NY ZIP 14211

AUTHORIZED SIGNATURE SPM

TYPED NAME OF AUTHORIZED SIGNATURE Steven P. Morber

TITLE President TELEPHONE No. 716-895-2707

SECTION 2875 OF THE PUBLIC AUTHORITIES LAW

§2875. GROUND FOR CANCELLATION OF CONTRACT BY PUBLIC AUTHORITY.

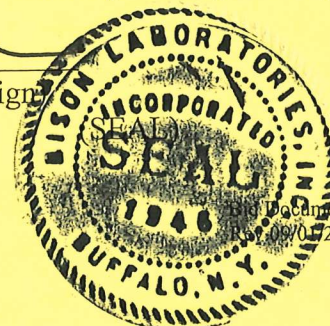
A clause shall be inserted in all specifications or contracts hereafter made or awarded by any public authority or by any official of any public authority created by the state or any political subdivision, for work or services performed or to be performed or goods sold or to be sold, to provide that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

- (a) Such person, and any firm, partnership, or corporation of which he is a member, partner, director, or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that
- (b) any and all contracts made with any public authority or official thereof, since the effective date of this law, by such person and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the public authority without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the public authority for goods delivered or work done prior to the cancellation termination shall be paid.

This is to CERTIFY that neither the undersigned nor any member, partner, director, or officer of the firm has refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning a transaction or contract with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath.

Bison Laboratories Inc
(Name of Individual, Partnership or Corporation)

By SEP
(Person authorized to sign)



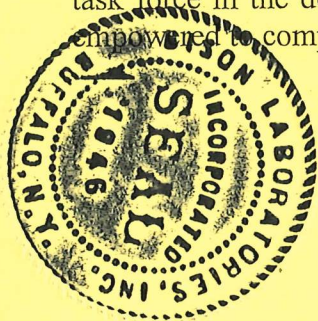
SECTION 2876 OF THE PUBLIC AUTHORITIES LAW

§2876. DISQUALIFICATION TO CONTRACT WITH PUBLIC AUTHORITY

Any person who, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or any official of any public authority created by the state or any political subdivision, for goods, work or services, for a period of five years after such refusal or until a disqualification shall be removed pursuant to the provisions of section twenty-six hundred three of this article.

It shall be the duty of the officer conducting the investigation before the grand jury, the head of a state department, the chairman of the temporary state commission or other state agency, the organized crime task force in the department of law, the head of a city department or other city agency before which the refusal occurs to send notice of such refusal, together with the names of any firm, partnership or corporation of which the person so refusing is known to be a member, partner, officer or director, to the commissioner of transportation of the state of New York, or the commissioner of general services as the case may be, and the appropriate departments, agencies and officials of the state, political subdivisions thereof or public authorities with whom the persons so refusing and any firm, partnership or corporation of which he is a member, partner, director or officer, is known to have a contract. However, when such refusal occurs before a body other than a grand jury, notice of refusal shall not be sent for a period of ten days after such refusal occurs. Prior to the expiration of this ten day period, any person, firm, partnership or corporation which has become liable to the cancellation or termination of a contract or disqualification to contract on account of such refusal may commence a special proceeding at a special term of the supreme court, held within the judicial district in which the refusal occurred, for an order determining whether the questions in response to which the refusal occurred were relevant and material to the inquiry. Upon the commencement of such proceeding, the sending of such notice of refusal to answer shall be subject to order of the court in which the proceeding was brought in a manner and on such terms as the court may deem just. If a proceeding is not brought within ten days, notice of refusal shall thereupon be sent as provided herein.

This is to CERTIFY that neither the undersigned nor any member, partner, director, or officer of the firm has refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning a transaction or contract with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath.



(SEAL)

Bison Laboratories Inc

(Name of Individual, Partnership or Corporation)

By SEP

(Person authorized to sign)

FORMS A, B, and C

STATE FINANCE LAW REQUIREMENTS

The Erie County Water Authority (the “Authority”) is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). When the Authority seeks to procure goods or services by means of an Invitation or Notice to Bid, or a Request for Proposals, the State Finance Law imposes certain restrictions on anyone who may wish to offer goods or services to the Authority as an Offerer, as that term is defined in §§ 139-j(1)(h) and 139-k(1)(h).

During the Restricted Period, as defined in §§ 139-j(1)(f) and 139-k(1)(f), when bids or proposals are being solicited, the Authority will designate a contact person with whom the Offerer may contact for information and other authorized purposes as set forth in §139-j of the State Finance Law. The designated contact is identified in the Notice to Bidders, or in the Request for Proposal. An Offerer is authorized to contact the Authority’s designated contact for such purposes set forth in § 139-j(3).

Pursuant to the State Finance Law, the Authority is also required to make certain findings before making any determinations as to the qualifications and eligibility of those seeking a procurement contract, as that term is defined in State Finance Law §§ 139-j(1)(g) and 139-k(1)(g). Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings of non-responsibility occurring within a 4-year period, the Offerer will be debarred from obtaining procurement contracts with the Authority. Further information about these requirements can be found in §§139-j and 139-k of the New York State Finance Law and the Erie County Water Authority’s Procurement Disclosure Policy.

The following forms will be used by the Authority to make such findings:

Form A - Offerer’s Affirmation of Understanding of, and Agreement to Comply with, the Authority’s Permissible Contact Requirement During the Restricted Period.

Form B - Offerer’s Certification of Compliance with State Finance Law.

Form C - Offerer’s Disclosure of Prior Non-Responsibility Determinations.

FORM A

**Offerer's Affirmation of Understanding of, and Agreement to Comply
with, the Permissible Contact Requirements During the Restricted Period**

Instructions:

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). The Authority must obtain a written affirmation of understanding and agreement to comply with procedures regarding permissible contacts with the Authority in the restricted period for a procurement contract in accordance with State Finance Law §139-j and §139-k. It is required that this affirmation be obtained as early as possible in the procurement process, but no later than when the Offerer submits its proposal.

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

By: SEP Date: 6/24/25

Name: Steven P. Morber

Title: President

Supplier Name: Bison Laboratories Inc.

Address: 100 Leslie Street

Buffalo NY 14211

FORM B

**Offerer's Certification of Compliance
With State Finance Law §139-k(5)**

Instructions:

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). The Authority must obtain a Certification that the information submitted for a procurement contract is complete, true, and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offerer must agree to sign the Certification, under penalty of perjury, and to provide the Certification to the Authority. The Certification should be obtained as early as possible in the process, but no later than when an Offerer submits its proposal.

Offerer Certification:

I certify that all information provided to the Authority relating to the awarding of a procurement contract is complete, true, and accurate.

By: SP Date: 6/24/25

Name: Steven P. Morber

Title: President

Supplier Name: Bison Laboratories, Inc.

Supplier Address: 100 Leslie Street
Buffalo NY 14211

FORM C**Offerer's Disclosure of Prior
Non-Responsibility Determinations****Background:**

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). New York State Finance Law §139-k(2) obligates the Authority to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j; or (b) the intentional provision of false or incomplete information to a Government Entity.

The terms "Offerer" and "Governmental Entity" are defined in State Finance Law §§139-j(1) and §139-k(1). These sections also set forth detailed requirements about the restrictions on contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and the Offerer is the only source capable of supplying the required Article of Procurement, as that term is defined in State Finance Law §§ 139-j(1)(b) and 139-k(1)(b), within the necessary timeframe. See State Finance Law §139-j(10)(b) and §139-k(3).

Instructions:

The Authority must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Authority no later than when the Offerer submits its proposal.

FORM C (Continued)**Offerer's Disclosure of Prior Non-Responsibility Determinations**

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Bison Laboratories, IncAddress: 100 Leslie StreetBuffalo NY 14211Name and Title of Person Submitting this Form: Steven P MorberPresidentContract Procurement Number: Project No. 202500099Date: 06/26/25

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle): (No) Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle): No Yes
3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle) No Yes
4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

FORM C (Continued)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle): No Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

(Add additional pages as necessary)

Offerer certifies that all information provided to the Erie County Water Authority with respect to State Finance Law §139-k is complete, true, and accurate.

By: _____

Signature

Date: _____

6/24/25

Name: _____

Steven P. Morber

Title: _____

President

Contract Termination Provision

Instructions:

A Contract Termination Provision will be included in each procurement contract governed by State Finance Law §139-k. New York State Finance Law §139-k(5) provides that every procurement contract award subject to the provisions of State Finance Law §§139-k and 139-j shall contain a provision authorizing the governmental entity to terminate the contract in the event that the certification is found to be intentionally false or intentionally incomplete. This statutory contract language authorizes, but does not mandate, termination. “Government Entity” and “procurement contract” are defined in State Finance Law §§ 139 j(1) and 139-k(l).

This required clause will be included in a covered procurement contract.

A sample of the Termination Provision is included below. If a contract is terminated in accordance with State Finance Law §139-k(5), the Erie County Water Authority (the “Authority”), as a governmental entity, is required to include a statement in the procurement record describing the basis for any action taken under the termination provision.

Sample Contract Termination Provision

The Erie County Water Authority (the “Authority”), as a governmental entity, reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

**OFFERER'S STATEMENT REGARDING PREVENTION OF
UNLAWFUL DISCRIMINATORY PRACTICES**

The Erie County Water Authority (the "Authority"), as an employer in New York State, is subject to the Human Rights Law, codified as Executive Law §290, *et. seq.*, and Labor Law §201-g. The Authority seeks to provide a work environment that is free from unlawful discriminatory practices as they are defined in Executive Law §296, as well as from inappropriate harassing conduct even if not deemed unlawful, to its employees, contractors, subcontractors, vendors, consultants, and any other person providing services on Authority premises. Pursuant to the Human Rights Law, it shall be unlawful to discriminate against an individual, or to subject an individual to harassment, due to age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence. Accordingly, the Authority requires that any Offeror of a proposal or bid, agree to sign the following statement regarding unlawful discriminatory practices, including, but not limited to sexual harassment, under penalty of perjury. This statement should be provided to the Authority as early as possible in the procurement process, but not later than at the time of execution of a contract with the Authority. Failure to agree to sign the statement may result in the Authority deeming the bid or proposal withdrawn by the Offeror.

Offerer Statement:

I certify, under penalty of perjury, that the following statements are accurate:

- *Offerer is aware of its obligations under the Human Rights Law (Executive Law §290, et. seq.)*
- *Offerer complies with the provisions of Executive Law §290, et. seq., including Executive Law §296, and does not permit unlawful discriminatory practices or harassment based on an individual's age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence in its workplace.*
- *Offerer complies with the provisions of Labor Law §201-g, has implemented a written policy addressing sexual harassment in the workplace which meets the minimum standards of Labor Law §201-g, and provides annual sexual harassment prevention training to all of its employees.*

By: SP Date: 6/24/25

Name: Steven P. Morber

Title: President

Offerer Name: Bison laboratories Inc

Offerer Address: 100 Leslie Street

Buffalo NY 14211

++ END OF SECTION ++

SAFETY DATA SHEET



Sodium Hypochlorite, 5 - 17%

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

SECTION 1. IDENTIFICATION

Product name : Sodium Hypochlorite, 5 - 17%

Manufacturer or supplier's details

Company name of supplier : Olin Corporation (OCAP)
Address : 190 Carondelet Plaza, Suite 1530
Clayton MO 63105
Telephone : (423) 336-4850
E-mail address : INFO@OLIN.COM
Local Emergency Contact : 1-800-424-9300
Identified uses : Disinfectant.
Paper bleaching agent
Water treatment chemicals
Biocidal product
Bleaching agents, Activators and Stabilizers
Textile bleaching agent

SECTION 2. HAZARDS IDENTIFICATION

GHS classification in accordance with 29 CFR 1910.1200

Corrosive to Metals : Category 1
Skin corrosion : Category 1B
Serious eye damage : Category 1

GHS label elements

Hazard pictograms :



Signal Word : Danger

Hazard Statements : May be corrosive to metals.
Causes severe skin burns and eye damage.

Precautionary Statements : **Prevention:**
P264 Wash skin thoroughly after handling.
P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.

Response:
P301 + P330 + P331 IF SWALLOWED: Rinse mouth. Do NOT

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induce vomiting.

P303 + P361 + P353 IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/ shower.

P304 + P340 + P310 IF INHALED: Remove person to fresh air and keep comfortable for breathing. Immediately call a POISON CENTER/ doctor.

P305 + P351 + P338 + P310 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER/ doctor.

P363 Wash contaminated clothing before reuse.

P390 Absorb spillage to prevent material damage.

Storage:

P405 Store locked up.

P406 Store in corrosive resistant container with a resistant inner liner.

Disposal:

P501 Dispose of contents/ container to an approved waste disposal plant.

Other hazards

None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

| | | |
|---------------------|---|------------------------------|
| Substance / Mixture | : | Substance |
| Substance name | : | Sodium Hypochlorite, 5 - 17% |
| CAS-No. | : | 7681-52-9 |

Components

| Chemical name | CAS-No. | Concentration (% w/w) |
|---------------------|-----------|-----------------------|
| Sodium hypochlorite | 7681-52-9 | $\geq 5 - \leq 17$ |
| Water | 7732-18-5 | $\geq 83 - \leq 95$ |
| Sodium hydroxide | 1310-73-2 | $\geq 0.1 - \leq 4.5$ |

Actual concentration is withheld as a trade secret

SECTION 4. FIRST AID MEASURES

| | | |
|-------------------------|---|--|
| If inhaled | : | Move person to fresh air; if effects occur, consult a physician. |
| In case of skin contact | : | Immediately flush skin with plenty of water for at least 15 minutes while removing contaminated clothing. Seek medical attention if symptoms occur or irritation persists. Wash clothing before reuse. Suitable emergency safety shower facility should be immediately available. |
| In case of eye contact | : | - Wash eyes with plenty of water for 15 minutes at least. Do not forget to remove contact lenses. Suitable emergency eye wash facility should be immediately available. |
| If swallowed | : | Do not induce vomiting. Give one cup (8 ounces or 240 ml) of |

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water or milk if available and transport to a medical facility. Do not give anything by mouth unless the person is fully conscious.

Most important symptoms and effects, both acute and delayed : Aside from the information found under Description of first aid measures(above)any additional important symptoms and effects are described in Section 11: Toxicology Information.

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

Notes to physician : May cause asthma-like (reactive airways) symptoms. Bronchodilators, expectorants, antitussives and corticosteroids may be of help.
Maintain adequate ventilation and oxygenation of the patient. Chemical eye burns may require extended irrigation. Obtain prompt consultation, preferably from an ophthalmologist.
If burn is present, treat as any thermal burn, after decontamination.
Due to irritant properties, swallowing may result in burns/ulceration of mouth, stomach and lower gastrointestinal tract with subsequent stricture. Aspiration of vomitus may cause lung injury. Suggest endotracheal/esophageal control if lavage is done.
No specific antidote.
Treatment of exposure should be directed at the control of symptoms and the clinical condition of the patient.
Repeated excessive exposure may aggravate preexisting lung disease.

SECTION 5. FIRE-FIGHTING MEASURES

Suitable extinguishing media : In case of fire, use water fog, foam, dry powder, carbon dioxide.

Unsuitable extinguishing media : Do NOT use water jet.
May spread fire.
Dry chemical extinguishing agents may react with product; use with caution.

Hazardous combustion products : During a fire, smoke may contain the original material in addition to combustion products of varying composition which may be toxic and/or irritating.

Further information : For safety reasons in case of fire, containers should be stored separately in closed containments.
Do not breathe fumes.

Special protective equipment for fire-fighters : Wear full protective clothing and self-contained breathing apparatus.

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures : Evacuate area.
Only trained and properly protected personnel must be involved in clean-up operations.
Wear suitable protective equipment.
Keep upwind of spill.

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Avoid breathing vapor.
Ventilate area of leak or spill.
Avoid all contact.
Keep people away from and upwind of spill/leak.
Wear suitable protective clothing.
Use appropriate safety equipment. For additional information, refer to Section 8, Exposure Controls and Personal Protection.

Environmental precautions : Prevent from entering into soil, ditches, sewers, waterways and/or groundwater. See Section 12, Ecological Information. Do not discharge directly to a water source. See Section 13, Disposal Considerations, for additional information.

Methods and materials for containment and cleaning up : Contain spilled material if possible. Absorb with materials such as: Vermiculite. Cover with absorbent or contain. Collect and dispose. Dike and transfer to suitable and properly labeled containers. This material is corrosive. See SECTION 8, Exposure Controls/Personal Protection, prior to handling. Soak up with inert absorbent material (e.g. sand, silica gel, polypropylene absorbent).

SECTION 7. HANDLING AND STORAGE

Advice on safe handling : Keep container closed. Do not get in eyes, on skin, or on clothing. Avoid prolonged contact with eyes, skin and clothing. Wear personal protective equipment. Use with adequate ventilation. Protect from direct exposure to sunlight. Use good general industrial hygiene practices for handling. Wash thoroughly after handling.

Conditions for safe storage : Keep container tightly closed. Store away from incompatible materials. See STABILITY AND REACTIVITY section. Store under cover in a dry, clean, cool, well ventilated place away from sunlight. Store away from oxidizing materials. Store in original vented container.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Ingredients with workplace control parameters

| Components | CAS-No. | Value type (Form of exposure) | Control parameters / Permissible concentration | Basis |
|---------------------|-----------|-------------------------------|--|----------|
| Sodium hypochlorite | 7681-52-9 | STEL | 2 mg/m3 | US WEEL |
| Sodium hydroxide | 1310-73-2 | C | 2 mg/m3 | ACGIH |
| | | C | 2 mg/m3 | OSHA P0 |
| | | TWA | 2 mg/m3 | OSHA Z-1 |

Engineering measures : Use local exhaust ventilation, or other engineering controls to

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maintain airborne levels below exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, general ventilation should be sufficient for most operations. Local exhaust ventilation may be necessary for some operations.

Personal protective equipment

Respiratory protection : Respiratory protection should be worn when there is a potential to exceed the exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, wear respiratory protection when adverse effects, such as respiratory irritation or discomfort have been experienced, or where indicated by your risk assessment process.
For most conditions no respiratory protection should be needed; however, if discomfort is experienced, use an approved air-purifying respirator.

Filter type : The following should be effective types of air-purifying respirators: Particulate filter.

Hand protection

Remarks : Use gloves chemically resistant to this material. Examples of preferred glove barrier materials include: Natural rubber ('latex'). Neoprene. Nitrile/butadiene rubber ('nitrile' or 'NBR'). Polyethylene. Ethyl vinyl alcohol laminate ('EVAL'). Polyvinyl chloride ('PVC' or 'vinyl'). Avoid gloves made of: Polyvinyl alcohol ('PVA'). NOTICE: The selection of a specific glove for a particular application and duration of use in a workplace should also take into account all relevant workplace factors such as, but not limited to: Other chemicals which may be handled, physical requirements (cut/puncture protection, dexterity, thermal protection), potential body reactions to glove materials, as well as the instructions/specifications provided by the glove supplier.

Eye protection : Use chemical goggles.

Skin and body protection : Use protective clothing chemically resistant to this material. Selection of specific items such as face shield, boots, apron, or full body suit will depend on the task. Reports indicate that sodium hypochlorite can react with various fabrics usually increasing with concentration. Reactions vary significantly depending on strength of chemical, material, fabric treatment and color of dyes. Fire resistant clothing treated cotton has a stronger response than plain cotton. Poly blend fabrics and meta aramid fabric have a weaker response than natural fibers. Contact the Personal Protective Equipment manufacturer for specific information about their products.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance : liquid

Color : No data available

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| | |
|--|--|
| Odor | : pungent |
| Odor Threshold | : No data available |
| pH | : 12 - 14 (77 °F / 25 °C) |
| Freezing point | : -4 °F / -20 °C Method: Literature |
| Melting point/range | : -4 °F / -20 °C Method: Literature |
| Pour point | |
| Softening point | |
| Boiling point/boiling range | : No data available |
| Flash point | : Not applicable |
| Evaporation rate | : No data available |
| Flammability (solid, gas) | : Not expected to form explosive dust-air mixtures. |
| Flammability (liquids) | : Not expected to be a static-accumulating flammable liquid. |
| Self-ignition | : The substance or mixture is not classified as pyrophoric. |
| Upper explosion limit / Upper flammability limit | : Not applicable |
| Lower explosion limit / Lower flammability limit | : Not applicable |
| Vapor pressure | : 12 mmHg |
| Relative vapor density | : Not available |
| Relative density | : 1.082 - 1.275 (68 °F / 20 °C) |
| Solubility(ies) | |
| Water solubility | : completely miscible |
| Partition coefficient: n-octanol/water | : No data available. |
| Autoignition temperature | : Not applicable |
| Decomposition temperature | : No data available |
| Viscosity | |
| Viscosity, dynamic | : No data available |
| Viscosity, kinematic | : No data available |
| Explosive properties | : Not applicable |
| Oxidizing properties | : Not applicable |

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Molecular weight : 74.5 g/mol

Metal corrosion rate : Corrosive to metals

Note: These are the Reference Points for these Physical Properties listed above, unless otherwise noted in their respective Physical Property value information: Boiling Point at 760 mmHg; Evaporation Rate Butyl Acetate = 1; Relative Vapor Density Air = 1; and Relative Density Water = 1.

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

SECTION 10. STABILITY AND REACTIVITY

Reactivity : No data available

Chemical stability : Stable under recommended storage conditions. See Storage, Section 7.

Possibility of hazardous reactions : Polymerization will not occur.
Stable under recommended storage conditions.

Conditions to avoid : contact with incompatible materials
Avoid direct sunlight or ultraviolet sources.
Excessive heat.
contact between acids and chlorates, a component of this product mixture, can cause the generation of chlorine gas.

Hazardous decomposition products : Oxygen.

SECTION 11. TOXICOLOGICAL INFORMATION

Information on likely routes of exposure

Eye contact
Skin contact
Inhalation
Ingestion

Acute toxicity

Swallowing may result in burns of the mouth, throat, and gastrointestinal tract.

Components:

Sodium hypochlorite:

Acute oral toxicity : LD50 (Rat): 805 mg/kg
Method: Estimated.

Acute inhalation toxicity : LC50 (Rat): > 10.5 mg/l
Test atmosphere: dust/mist
Assessment: The substance or mixture has no acute inhalation toxicity

Acute dermal toxicity : LD50 (Rat): > 1,000 mg/kg

Sodium hydroxide:

Acute oral toxicity : LD50 (Rabbit): 336 mg/kg
Method: Estimated.

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Acute inhalation toxicity : Remarks: The LC50 has not been determined.

Acute dermal toxicity : Remarks: The dermal LD50 has not been determined.

Skin corrosion/irritation

Causes severe skin burns and eye damage.

Components:

Sodium hypochlorite:

Result : Causes burns.
Remarks : Brief contact may cause skin burns. Symptoms may include pain, severe local redness and tissue damage.
Prolonged contact may cause severe skin burns. Symptoms may include pain, severe local redness, swelling, and tissue damage.

Sodium hydroxide:

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

Serious eye damage/eye irritation

Causes severe skin burns and eye damage.

Components:

Sodium hypochlorite:

Result : Corrosive
Remarks : May cause severe irritation with corneal injury which may result in permanent impairment of vision, even blindness. Chemical burns may occur.

Sodium hydroxide:

Result : Corrosive
Remarks : May cause severe irritation with corneal injury which may result in permanent impairment of vision, even blindness. Chemical burns may occur.
Dust may irritate eyes.

Respiratory or skin sensitization

Skin sensitization

Not classified based on available information.

Respiratory sensitization

Not classified based on available information.

Components:

Sodium hypochlorite:

Assessment : Does not cause skin sensitization.
Remarks : Did not cause allergic skin reactions when tested in guinea

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pigs.

Remarks : For respiratory sensitization:
No relevant data found.

Sodium hydroxide:

Assessment : Does not cause skin sensitization.
Remarks : Did not cause allergic skin reactions when tested in humans.

Remarks : For respiratory sensitization:
No relevant data found.

Germ cell mutagenicity

Not classified based on available information.

Components:

Sodium hypochlorite:

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

Sodium hydroxide:

Genotoxicity in vitro : Remarks: In vitro genetic toxicity studies were negative.

Carcinogenicity

Not classified based on available information.

Components:

Sodium hypochlorite:

Remarks : Did not cause cancer in laboratory animals.

Sodium hydroxide:

Remarks : No relevant data found.

IARC No ingredient of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

OSHA No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.

NTP No ingredient of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

Reproductive toxicity

Not classified based on available information.

Components:

Sodium hypochlorite:

Effects on fertility : Remarks: For similar material(s):

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In animal studies, did not interfere with reproduction.
In animal studies, did not interfere with fertility.

Effects on fetal development : Remarks: Did not cause birth defects or any other fetal effects in laboratory animals.

Sodium hydroxide:

Effects on fertility : Remarks: No relevant data found.

Effects on fetal development : Remarks: No relevant data found.

STOT-single exposure

Not classified based on available information.

Components:

Sodium hypochlorite:

Assessment : Material is corrosive. Material is not classified as a respiratory irritant; however, upper respiratory tract irritation or corrosivity may be expected.

Sodium hydroxide:

Assessment : Available data are inadequate to determine single exposure specific target organ toxicity.

STOT-repeated exposure

Not classified based on available information.

Repeated dose toxicity

Components:

Sodium hypochlorite:

Remarks : Repeated exposures to dusts of this material are not anticipated to result in systemic toxicity or permanent lung injury; however, excessive exposures may cause less severe respiratory effects.

Sodium hydroxide:

Remarks : Based on available data, repeated exposures are not anticipated to cause additional significant adverse effects.

Aspiration toxicity

Not classified based on available information.

Components:

Sodium hypochlorite:

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

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Sodium hydroxide:

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

SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity**Components:****Sodium hypochlorite:**

Toxicity to fish : Remarks: Material is very highly toxic to aquatic organisms on an acute basis (LC50/EC50 <0.1 mg/L in the most sensitive species).

LC50 (Pimephales promelas (fathead minnow)): 0.22 - 0.62 mg/l
Exposure time: 96 h
Method: Method Not Specified.

Toxicity to daphnia and other aquatic invertebrates : EC50 (Daphnia magna (Water flea)): 0.035 mg/l
Exposure time: 48 h
Test Type: flow-through test
Method: OECD Test Guideline 202

M-Factor (Acute aquatic toxicity) : 10

Toxicity to fish (Chronic toxicity) : NOEC (Menidia peninsulae (tidewater silverside)): 0.04 mg/l
Exposure time: 28 d
Test Type: flow-through test
Method: Other guidelines

M-Factor (Chronic aquatic toxicity) : 1

Toxicity to microorganisms : EC50 (activated sludge): 28.7 mg/l

Sodium hydroxide:

Toxicity to fish : Remarks: May increase pH of aquatic systems to > pH 10 which may be toxic to aquatic organisms.

Persistence and degradability**Components:****Sodium hypochlorite:**

Biodegradability : Remarks: Biodegradability is not applicable to inorganic substances.

Sodium hydroxide:

Biodegradability : Remarks: Biodegradability is not applicable to inorganic substances.

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Bioaccumulative potential**Components:****Sodium hypochlorite:**

Partition coefficient: n-octanol/water : Remarks: Bioconcentration potential is low (BCF < 100 or Log Pow < 3).
Partitioning from water to n-octanol is not applicable.

Sodium hydroxide:

Partition coefficient: n-octanol/water : Remarks: No bioconcentration is expected because of the relatively high water solubility.

Mobility in soil**Components:****Sodium hypochlorite:**

Distribution among environmental compartments : Remarks: No relevant data found.

Sodium hydroxide:

Distribution among environmental compartments : Koc: 14
Method: Estimated.
Remarks: Potential for mobility in soil is very high (Koc between 0 and 50).

Other adverse effects**Components:****Sodium hypochlorite:**

Results of PBT and vPvB assessment : This substance has not been assessed for persistence, bioaccumulation and toxicity (PBT).

Sodium hydroxide:

Results of PBT and vPvB assessment : This substance is not considered to be persistent, bioaccumulating and toxic (PBT). This substance is not considered to be very persistent and very bioaccumulating (vPvB).

SECTION 13. DISPOSAL CONSIDERATIONS**Disposal methods**

Waste from residues : AS YOUR SUPPLIER, WE HAVE NO CONTROL OVER THE MANAGEMENT PRACTICES OR MANUFACTURING PROCESSES OF PARTIES HANDLING OR USING THIS MATERIAL.
THE INFORMATION PRESENTED HERE PERTAINS ONLY TO THE PRODUCT AS SHIPPED IN ITS INTENDED CONDITION AS DESCRIBED IN MSDS SECTION: Composition Information.
All disposal practices must be in compliance with all Federal,

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State/Provincial and local laws and regulations.
Regulations may vary in different locations.
Waste characterizations and compliance with applicable laws
are the responsibility solely of the waste generator.
**DO NOT DUMP INTO ANY SEWERS, ON THE GROUND,
OR INTO ANY BODY OF WATER.**

SECTION 14. TRANSPORT INFORMATION

International Regulations

UNRTDG

UN number : UN 1791
Proper shipping name : HYPOCHLORITE SOLUTION
Class : 8
Packing group : II
Labels : 8

IATA-DGR

UN/ID No. : UN 1791
Proper shipping name : Hypochlorite solution
Class : 8
Packing group : II
Labels : Corrosive
Packing instruction (cargo aircraft) : 855
Packing instruction (passenger aircraft) : 851

IMDG-Code

UN number : UN 1791
Proper shipping name : HYPOCHLORITE SOLUTION
(sodium hypochlorite)
Class : 8
Packing group : II
Labels : 8
EmS Code : F-A, S-B
Marine pollutant : yes
Remarks : Stowage category B Hypochlorites

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

Not applicable for product as supplied.

Domestic regulation

49 CFR

UN/ID/NA number : UN 1791
Proper shipping name : Hypochlorite solutions
Class : 8
Packing group : II
Labels : CORROSIVE
ERG Code : 154
Marine pollutant : yes(sodium hypochlorite)

Special precautions for user

The transport classification(s) provided herein are for informational purposes only, and solely based upon the properties of the unpackaged material as it is described within this Safety Data

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Sheet. Transportation classifications may vary by mode of transportation, package sizes, and variations in regional or country regulations.

SECTION 15. REGULATORY INFORMATION

EPCRA - Emergency Planning and Community Right-to-Know

SARA 302 Extremely Hazardous Substances Threshold Planning Quantity

This material does not contain any components with a section 302 EHS TPQ.

SARA 311/312 Hazards : Corrosive to Metals
Skin corrosion or irritation
Serious eye damage or eye irritation

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

US State Regulations

Pennsylvania Right To Know

| | |
|---------------------|-----------|
| Sodium hypochlorite | 7681-52-9 |
| Sodium hydroxide | 1310-73-2 |

California Prop. 65

This product contains no listed substances known to the State of California to cause cancer, birth defects or other reproductive harm, at levels which would require a warning under the statute.

International Regulations

Montreal Protocol : Not applicable

Rotterdam Convention (Prior Informed Consent) : Not applicable

Stockholm Convention (Persistent Organic Pollutants) : Not applicable

The ingredients of this product are reported in the following inventories:

| | |
|-------|--|
| TCSI | : All intentional components are listed on the inventory, are exempt, or are supplier certified. |
| TSCA | : All substances listed as active on the TSCA Inventory or are not required to be listed. |
| AICS | : All intentional components are listed on the inventory, are exempt, or are supplier certified. |
| DSL | : All substances contained in this product are listed on the Canadian Domestic Substances List (DSL) or are not required to be listed. |
| ENCS | : All intentional components are listed on the inventory, are exempt, or are supplier certified. |
| ISHL | : All intentional components are listed on the inventory, are exempt, or are supplier certified. |
| KECI | : All intentional components are listed on the inventory, are exempt, or are supplier certified. |
| PICCS | : All intentional components are listed on the inventory, are exempt, or are supplier certified. |
| IECSC | : All intentional components are listed on the inventory, are |

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NZIoC : exempt, or are supplier certified.
All intentional components are listed on the inventory, are exempt, or are supplier certified.

CH INV : All intentional components are listed on the inventory, are exempt, or are supplier certified.

TSCA list

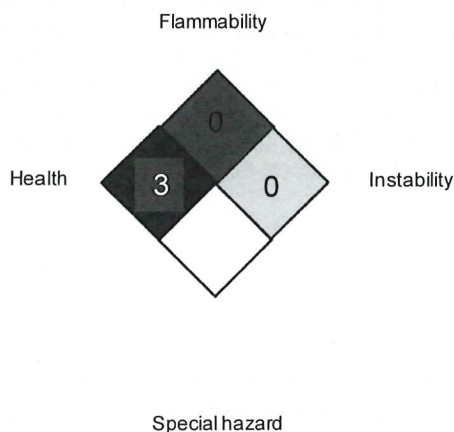
No substances are subject to a Significant New Use Rule.

No substances are subject to TSCA 12(b) export notification requirements.

SECTION 16. OTHER INFORMATION

Further information

NFPA 704:



Full text of other abbreviations

| | |
|----------------|--|
| ACGIH | : USA. ACGIH Threshold Limit Values (TLV) |
| OSHA P0 | : USA. OSHA - TABLE Z-1 Limits for Air Contaminants - 1910.1000 |
| OSHA Z-1 | : USA. Occupational Exposure Limits (OSHA) - Table Z-1 Limits for Air Contaminants |
| US WEEL | : USA. Workplace Environmental Exposure Levels (WEEL) |
| ACGIH / C | : Ceiling limit |
| OSHA P0 / C | : Ceiling limit |
| OSHA Z-1 / TWA | : 8-hour time weighted average |
| US WEEL / STEL | : Short-Term TWA |

AICS - Australian Inventory of Chemical Substances; ASTM - American Society for the Testing of Materials; bw - Body weight; CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act; CMR - Carcinogen, Mutagen or Reproductive Toxicant; DIN - Standard of the German Institute for Standardisation; DOT - Department of Transportation; DSL - Domestic Substances List (Canada); ECx - Concentration associated with x% response; EHS - Extremely Hazardous Substance; ELx - Loading rate associated with x% response; EmS - Emergency Schedule;

SAFETY DATA SHEET



Sodium Hypochlorite, 5 - 17%

| | | | |
|---------|----------------|-------------|---------------------------------|
| Version | Revision Date: | SDS Number: | Date of last issue: 03-06-2020 |
| 4.0 | 06-14-2021 | 10000001223 | Date of first issue: 06-14-2021 |

ENCS - Existing and New Chemical Substances (Japan); ErCx - Concentration associated with x% growth rate response; ERG - Emergency Response Guide; GHS - Globally Harmonized System; GLP - Good Laboratory Practice; HMIS - Hazardous Materials Identification System; IARC - International Agency for Research on Cancer; IATA - International Air Transport Association; IBC - International Code for the Construction and Equipment of Ships carrying Dangerous Chemicals in Bulk; IC50 - Half maximal inhibitory concentration; ICAO - International Civil Aviation Organization; IECS - Inventory of Existing Chemical Substances in China; IMDG - International Maritime Dangerous Goods; IMO - International Maritime Organization; ISHL - Industrial Safety and Health Law (Japan); ISO - International Organisation for Standardization; KECI - Korea Existing Chemicals Inventory; LC50 - Lethal Concentration to 50 % of a test population; LD50 - Lethal Dose to 50% of a test population (Median Lethal Dose); MARPOL - International Convention for the Prevention of Pollution from Ships; MSHA - Mine Safety and Health Administration; n.o.s. - Not Otherwise Specified; NFPA - National Fire Protection Association; NO(A)EC - No Observed (Adverse) Effect Concentration; NO(A)EL - No Observed (Adverse) Effect Level; NOELR - No Observable Effect Loading Rate; NTP - National Toxicology Program; NZIoC - New Zealand Inventory of Chemicals; OECD - Organization for Economic Co-operation and Development; OPPTS - Office of Chemical Safety and Pollution Prevention; PBT - Persistent, Bioaccumulative and Toxic substance; PICCS - Philippines Inventory of Chemicals and Chemical Substances; (Q)SAR - (Quantitative) Structure Activity Relationship; RCRA - Resource Conservation and Recovery Act; REACH - Regulation (EC) No 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals; RQ - Reportable Quantity; SADT - Self-Accelerating Decomposition Temperature; SARA - Superfund Amendments and Reauthorization Act; SDS - Safety Data Sheet; TCSI - Taiwan Chemical Substance Inventory; TSCA - Toxic Substances Control Act (United States); UN - United Nations; UNRTDG - United Nations Recommendations on the Transport of Dangerous Goods; vPvB - Very Persistent and Very Bioaccumulative

Revision Date : 06-14-2021

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

US / Z8

FURNISHING OF SODIUM HYPOCHLORITE
TO THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE BOOSTER STATIONS FOR
ONE YEAR FROM AUGUST 1, 2025 THROUGH JULY 31, 2026
PROJECT NO: 202500099

AGREEMENT

This Agreement, effective July 23, 2025 (“Effective Date”), is by and between

ERIE COUNTY WATER AUTHORITY

295 Main Street, Room 350
Buffalo, New York 14203

hereinafter referred to as the “Authority,” and

BISON LABORATORIES, INC.

100 Leslie Street
Buffalo, NY 14211

hereinafter referred to as the “Supplier.”

The Authority seeks to enter into a contract with the supplier to furnish Sodium Hypochlorite for use in the production of potable water throughout the Authority’s water system at various booster stations upon the terms and conditions stated in this Agreement.

In consideration of the mutual promises set forth in this Agreement, the Authority and the Supplier agrees as follows:

ARTICLE 1 – THE PROCUREMENT

1.01 The Supplier agrees to furnish Sodium Hypochlorite at the pricing set forth in Article 4 of this Agreement. The Authority will notify the Supplier periodically throughout the duration of this Agreement when Sodium Hypochlorite is to be delivered and in what quantities.

1.02 The Supplier shall furnish Sodium Hypochlorite that meet the specifications which are attached to, and incorporated in, this Agreement as Section 01200SF.

1.03 In response to the Authority’s Invitation to Bid, the Supplier submitted and signed Bid Documents and a Proposal, a copy of which are attached to, and incorporated in, this Agreement as the Bid Documents and Bid Form Supplements. (*See* Section 00400SF).

1.04 This Agreement shall remain in effect from August 1, 2025, through July 31, 2026. The parties may agree in writing to extend this Agreement under the same terms and conditions, or upon such terms and conditions acceptable to the Authority, for two (2) additional one (1) year terms.

ARTICLE 2 – COMPLIANCE

2.01 The Authority and the Supplier shall comply with all applicable federal, state, or local laws and regulations and all applicable Authority policies and procedures.

2.02 The Supplier shall comply with the provisions set forth in Public Authorities Law §§ 2875, 2876, and 2878 of the laws of the State of New York. In response to the Authority's Invitation to Bid, the Supplier submitted and signed the Public Authorities Law forms, a copy of which are attached to, and incorporated in, this Agreement. (*See* Section 00400SF).

2.03 The Supplier shall comply with the provisions set forth in State Finance Law §§ 139-j and 139-k. In response to the Authority's Invitation to Bid, the Contractor signed and submitted, in accordance with the provisions set forth in the State Finance Law, Forms A, B, and C, a copy of which is attached to, and incorporated in, this Agreement. (*See* Section 00400SF).

2.04 By executing this Agreement, the Supplier affirms under the penalties of perjury that there was no collusion in the bid submitted to the Authority, upon which forms the basis of this Agreement.

2.05 The Supplier shall comply with the provisions of the Human Rights Law (Executive Law § 290, *et. seq.*) and Labor Law § 201-g of the laws of the State of New York. In response to the Authority's Invitation for Bids, the Contractor submitted and signed the Statement Regarding Prevention of Unlawful Discriminatory Practices, a copy of which is attached to, and incorporated in, this Agreement. (*See* Section 00400SF).

2.06 The Supplier shall comply with the provisions of the Shield Act, codified as General Business Law § 899-aa of the laws of the State of New York.

2.07 If the Supplier, its employees, agents and subcontractors wish to access any Authority property, they must notify the Authority's Security Officer and provide the following information: (a) government-issued photo identification for all site visitors; (b) a detailed statement indicating the purpose for the site visit; (c) the proposed date and time for the site visit; (d) the estimated start and finish time for the site visit; and (e) any additional information reasonably requested by the Authority's Security Officer. No person may visit any Authority property without the authorization of the Authority and/or its Security Officer. While on Authority property, the Supplier's employees and representatives shall comply with the specific applicable security and access rules established by the Authority's Security Officer.

2.08 Whenever the Authority is operating under a Declaration of Emergency due to a pandemic, the Supplier, its employees, and agents shall comply with all health and safety rules and regulations adopted by the State of New York, the County of Erie, or the Authority including, but not limited to, completing a health screening questionnaire, using personal protective face masks, or complying with any testing or vaccination requirements before entering any Authority property.

ARTICLE 3 – PRICING AND DELIVERY SCHEDULE

3.01 The Supplier agrees the unit price for Sodium Hypochlorite under this Agreement shall remain firm until all materials and goods are delivered. The Supplier understands no cost increase shall be charged for any reason whatsoever.

3.02 The parties agree the prices on which this Agreement is based shall be F.O.B. to the point of delivery. In its Bid Proposal, the Supplier submitted a proposed unit price payment for the items outlined in §4.01 of this Agreement and included all freight, cartage, rigging, posting, and other transportation charges in such proposed unit price payment pursuant to the Instructions to Bidders (Section 00200SF). Under no circumstances will the Authority be responsible for any freight, cartage, rigging, postage, or other transportation charges relating to furnishing Sodium Hypochlorite to the delivery site.

3.03 The Supplier shall deliver Sodium Hypochlorite as specified within the specifications. The Authority will determine the quantity of Sodium Hypochlorite to be supplied by the Supplier during the term of this Agreement. In its Invitation to Bid, the Authority estimated the quantity of Sodium Hypochlorite it expects to order from the Supplier. The Supplier is not entitled to any adjustment in the unit price as a result of changes in these items ranging from zero to any quantity. The Supplier shall not make any claim for anticipated profits, loss of profits or for other damages as a result of changes in the quantities actually purchased.

3.04 The Supplier shall furnish Sodium Hypochlorite for pickup within 24 hours of receipt of an Authority purchase order. The Supplier's failure to timely deliver an order shall constitute a material breach of this Agreement for which the Authority may seek and recover damages, including attorney fees and other expenses.

3.05 The Authority is exempt from taxation. The Supplier shall not invoice the Authority for any state or local excise, sales, use, freight or transport or any other form of tax unless the laws of the State of New York specifically levies such tax on a public benefit corporation.

ARTICLE 4 – PAYMENT FOR MATERIALS AND SUPPLIES

4.01 The Supplier agrees to supply, furnish and deliver Sodium Hypochlorite to the Authority's vehicle at the unit prices set forth below:

A. The Supplier agrees to accept the unit price of **\$3.25** per gallon for furnishing Sodium Hypochlorite in a three hundred and thirty (330) gallon tote.

B. The Supplier agrees to accept the unit price of **\$3.69** per gallon for furnishing Sodium Hypochlorite in a five (5) gallon carboy.

4.02 The Supplier shall be responsible for the payment of all freight, cartage, rigging, postage, or other transportation charges relating to furnishing the Sodium Hypochlorite.

4.03 The Supplier agrees and understands the Authority will not pay interest or late charges or refund discount amounts taken after the discount period. All materials and supplies shall be priced as of the date of invoice or delivery, whichever is lower.

4.04 The Authority reserves the right to audit the Supplier's records to verify bills submitted and representations made. For this purpose, the Supplier agrees to make company records available for inspection upon written notice by the Authority. The Authority shall have two years from the date of Supplier's final bill to complete its audit. If the audit establishes an overcharge, the Supplier agrees to refund the excess.

ARTICLE 5 – GENERAL PROVISIONS

5.01 Subcontract and Assignments: The Supplier may not subcontract or delegate any of the obligations of the Contractor without the express written consent of the Authority's Executive Staff. The Authority and the Contractor bind themselves and their successors, administrators, and assigns to the terms of this Agreement. The Supplier shall not assign, sublet or transfer its interest in the Agreement without the written consent of the Authority.

5.02 Amendments: The parties agree any modifications or variations from the terms of this Agreement must be in writing, authorized by a resolution of the Board of Commissioners of the Authority, and signed by all parties to be effective.

5.03 Right to Terminate: The Authority reserves the right to terminate the Supplier's procurement at any time, without cause, based on seven (7) days' written notice. The Supplier shall not be entitled to further compensation or lost profit and shall furnish and deliver only such materials and supplies, after notification of termination, as the Authority directs.

5.04 Indemnification:

- A. To the fullest extent permitted by law, the Supplier agrees to indemnify and hold the Authority harmless from all third party claims, liabilities, damages, and costs (including all reasonable attorney's fees, and cost of defense) to which the Authority, its officers, directors and employees may be subject to, arising out of the death or bodily injury to any person or the destruction or damage to any property to the extent caused by the negligent acts, errors or omissions, or willful misconduct of the Supplier's performance under this Agreement and those of its subcontractors or anyone for whom the Supplier is legally liable.
- B. To the fullest extent permitted by law, the Authority agrees to indemnify and hold the Supplier harmless from all third-party claims, liabilities, damages and costs (including all reasonable attorney's fees and cost of defense) to the extent caused by the negligent acts, errors or omissions of the Authority, its contractors, engineers, or anyone for whom the Authority is legally liable.

5.05 Insurance:

- A. The Supplier agrees to secure and maintain such insurance as will protect itself from claims under the Workers' Compensation Act; claims for damages because of bodily

injury, including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees; and from claims for damages because of injury to or destruction of property including loss of use resulting therefrom in the amounts indicated on Appendix B.

- B. The Supplier agrees to provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of this Agreement.
- C. The Supplier agrees to provide Certificates of Insurance certifying the coverage required by this provision.
- D. The Supplier agrees to provide the name of an employee who will be responsible for providing the Authority with current and updated Certificates of Insurance. The Authority will require the name of the employee, the employee's phone number and email address.

5.06 Warranty: Unless otherwise stated in this Agreement, the Supplier agrees that the warranties as prescribed by the laws of the State of New York are and will remain in effect; that this warranty and the time to exercise said warranty in effect at the time of the breach, if any, caused by any breach or by any hidden or latent defect will be as prescribed by the laws of the State of New York. The Supplier's obligation under this section is independent of any other obligations stated in this Agreement.

5.07 New York Law and Jurisdiction: Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement which is not disposed of by agreement between the Supplier and the Authority shall be governed, interpreted and decided by a court of competent jurisdiction of the State of New York in accordance with the laws of the State of New York.

5.08 Conflicts of Interest: The Supplier represents that it has advised the Authority in writing prior to the date of signing this Agreement of any relationships with third parties, including competitors of the Authority, which would present a conflict of interest with the rendering of the services, or which would prevent the Supplier from carrying out the terms of this Agreement or which would present a significant opportunity for the disclosure of confidential information. The Supplier will advise the Authority of any such relationships that arise during the term of this Agreement. The Authority shall then have the option to terminate the Agreement without being subject to further obligations under its terms, except for the payment for material and supplies already furnished by the Supplier. So long as the Supplier reports such a conflict as required by this section, the Supplier will have no further obligations under the terms of this Agreement.

5.09 Additional Conditions: The Supplier and the Authority acknowledge that there may be additional conditions, terms and provisions which shall apply specifically to the delivery of materials and supplies to be furnished. The parties agree to negotiate in good faith to agree upon such additional terms.

5.10 Entire Agreement: This Agreement constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein. This Agreement supersedes all prior contemporaneous communications,

representations, or agreements, whether oral or written with respect to the subject matter hereof and has been induced by no representations, statements, or agreements other than those herein expressed. No subsequent agreement made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound by such agreement.

5.11 Independent Status: Nothing contained in the Agreement shall be construed to render either the Authority or the Supplier, an owner, member, officer, partner, employee or agent of the other, nor shall either party have authority to bind the other in any manner, other than as set forth in this Agreement, it being intended that the Supplier shall remain an independent contractor responsible for its own actions. The Supplier is retained by the Authority only for the purpose and to the extent set forth in this Agreement.

5.12 Doing Business Status: The Supplier represents it is qualified to do business in the State of New York and has registered with the New York Secretary of State.

5.13 Gratuities, Illegal or Improper Schemes:

- A. The Supplier shall prohibit its agents, employees, and consultants from using their positions for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties.
- B. The Supplier or its employees shall not, under circumstances which might be reasonably interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of the Authority.
- C. The Authority may terminate this Agreement or any purchase order, if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a Supplier, the Supplier's agent or representative to any Authority official or employee with a view towards securing favorable treatment with respect to the awarding of this Agreement or the performance of the Agreement or purchase order.
- D. The Authority may also terminate this Agreement or purchase order if it is determined that the Supplier engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of the Agreement or purchase order. If it is determined that said improper or illegal acts occurred, the Authority shall be entitled to terminate the Agreement or purchase order and/or exercise any other remedy available to it under existing law.

5.14 Notice: Any notices required by this Agreement or otherwise shall be delivered by United States Postal mail or personal delivery upon the addresses hereinbefore stated. Any change in such addresses shall be required to be in writing to the other party and acknowledged as such.

ARTICLE 6 – SEVERABILITY

6.01 Any provision or part of the Agreement held to be void or unenforceable by a court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties, which agrees that the Agreement shall be reformed to replace such stricken provisions or part thereof with a valid enforceable provision that comes as close as possible to expressing the intent of the stricken provision. The validity and enforceability of all other provisions of this Agreement shall not otherwise be affected.

ARTICLE 7 – EXECUTORY CLAUSE

7.01 The parties agree and understand that this Agreement shall be executory to the extent of funds have been budgeted and appropriated by the Authority. The Authority shall not submit any purchase order without first determining whether funds have been budgeted and appropriated to pay for such procurement. If the Authority's Comptroller rejects or holds an invoice submitted by the Supplier due to a lack of funds in the appropriate budget line, the Supplier's only remedy would be (1) to await for a budget transfer to be approved or (2) to accept a return of the materials and supplies F.O.B to the point of delivery to the Supplier. The Authority shall not be subject to any further liability.

ARTICLE 8 – TERMINATION

8.01 The Authority reserves the right to terminate this Agreement in the event it is found that the Certification filed by the Supplier in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Supplier in accordance with the written notification terms of this Agreement.

ERIE COUNTY WATER AUTHORITY

By _____
Jerome D. Schad, Chair

BISON LABORATORIES. INC.

By _____
Steven J. Morber, President

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year 2025, before me personally came Jerome D. Schad, to me known, who, being by me duly sworn, did depose and say that he resides in Amherst, New York, that he is the Chair of the Board of Commissioners for the Erie County Water Authority described in the above instrument; and that he signed his name thereto by order of the Board of Commissioners.

Notary Public

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year 2025, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she/they reside in _____, that he/she/they are the _____ of the Corporation described in the above instrument; and that he/she/they signed his/her/their name thereto by order of the Board of Directors of said Corporation.

Notary Public

++ END OF SECTION ++

SECTION 01100SF
SUMMARY OF WORK

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Furnishing, delivering, and loading, F.O.B. to the point of delivery (ECWA vehicle), Sodium Hypochlorite to the Erie County Water Authority (the “Authority”).

1.02 QUALITY ASSURANCE (NOT USED)

1.03 DAMAGES

- A. Any damages found to be the direct result of the Supplier’s performance of services will be the responsibility of the Supplier. This shall include repair or replacement of any equipment or structure damaged by the Supplier while performing the services of this Contract.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

++ END OF SECTION ++

SECTION 01200SF
SODIUM HYPOCHLORITE

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope:

1. The Supplier shall furnish, deliver, and load Sodium Hypochlorite (NaClO) solution into 330-gallon totes or 5-gallon carboys, then load these containers into the Authority's delivery truck for use in the production of potable water throughout the Authority's booster stations.
2. Delivery shall constitute the exchange of empty containers for filled containers at the supplier's facility by replacing them in the Authority's delivery truck.

1.02 QUALITY ASSURANCE

A. Sodium Hypochlorite:

1. Sodium Hypochlorite supplied under this purchase order shall be tested and certified as suitable for contact with, or treatment of, drinking water in accordance with the AWWA Standard B300-18 (or latest revision) and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects except as modified or supplemented herein. Sodium Hypochlorite shall conform to the requirements of the Safe Drinking Water Act and other federal regulations for potable water systems as applicable.
2. It is the responsibility of the vendor to inform ECWA that NSF or UL certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the purchase order from the Authority.
3. Liquid Sodium Hypochlorite delivered under this Specification shall have a minimum of 12.5 weight % NaClO
4. Product shall be a clear straw-colored liquid with no visible cloudiness, impurities, or sediment. It shall contain no soluble materials or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water treated with the liquid Sodium Hypochlorite.

5. Liquid Sodium Hypochlorite delivered under this Specification shall have a minimum of 0.10 weight percent sodium hydroxide and a maximum of 1.5 weight percent sodium hydroxide.
6. Liquid Sodium Hypochlorite delivered under this Specification shall have a pH range of 11.0 - 13.0
7. An Affidavit of Compliance is required and shall be submitted with the bid. The Supplier shall supply certified documentation from the chemical manufacturer (source supplier), certifying that the liquid sodium hypochlorite furnished by the chemical manufacturer complies with applicable requirements of AWWA B300-18 or latest revision, NSF/ANSI Standard 60 Certification, and this specification.
8. The Sodium Hypochlorite conforming to the maximum contaminant levels listed below in Table 1 shall be tested via independent analysis and results submitted with the bid.

| Table 1 - Maximum Contaminant Levels for Sodium Hypochlorite | | | |
|--|----------------------|-------------|----------------------|
| Contaminant | Concentration (mg/L) | Contaminant | Concentration (mg/L) |
| Arsenic | 1.50 | Lead | 2.00 |
| Barium | 2.00 | Mercury | 0.02 |
| Cadmium | 2.00 | Nickel | 0.10 |
| Chromium (total) | 2.00 | Selenium | 2.00 |
| Cobalt | 0.50 | Silver | 2.00 |
| Copper | 0.20 | Chlorate | 1500 |
| Iron | 1.00 | Bromate | 70 |
| Perchlorate | 85 | | |

9. Each shipment shall be sampled and tested by the Supplier in accordance with the latest version of AWWA Standard B300. The Supplier shall furnish the Authority a Certificate of Analysis (COA) with each shipment, no exceptions. At a minimum, the COA shall include the following information:
 - a. Date of Assay
 - b. Manufacturer and manufacturing location
 - c. Manufacturing lot reference
 - d. NSF/ANSI Standard 60 Certification
 - e. NaClO concentration (wt%) and test method used
 - f. Available chlorine, trade %
 - g. Density @ 20 degrees Celsius and 1 atm
 - h. Sodium Hydroxide concentration (wt%) and test method used
 - i. pH or alkalinity of solution

10. The Supplier is to furnish one (1) copy of the Safety Data Sheet (SDS) with each shipment.

B. Sampling and Testing:

1. All Sampling and Testing shall be in accordance with EPA and AWWA B300-18 (or latest revision) and in accordance with the documents titled: "The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, And Sodium Chlorate in Liquid Bleach" and "Suspended Solids Quality Test for Bleach Using Vacuum Filtration", distributed by Powell Fabrication and Manufacturing, Inc. and available at <http://www.powellfab.com>.
2. The Authority reserves the right to subject samples of the liquid Sodium Hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-18 specifications (or latest revision) and the Specifications in this document. Three failures during any period of this purchase order shall constitute automatic termination of the purchase order from the Authority. Sampling and testing of Sodium Hypochlorite shall be paid for by the Authority, if required.

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 SUPPLYING AND UNLOADING

A. Specifications:

1. The Supplier shall have quantities available for pickup Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. on dates as scheduled by the Authority. If requested, pickup must be available within 24 hours after the Supplier is notified that a refill is required.
2. It shall be the responsibility of the Supplier to prevent any contamination of the Sodium Hypochlorite during the loading process. Containers of Sodium hypochlorite supplied to the authority must be clean, free of contaminants, and dedicated for the transport of Sodium Hypochlorite for use in drinking water applications.
3. General assistance to the Supplier will be provided. However, it shall be the responsibility of the Supplier to provide all the necessary hose and adaptor fittings and equipment so that they can properly load the sodium hypochlorite into the Authority's 330-gallon totes or 5-gallon carboys and into the Authority's delivery vehicle.

4. The transporting equipment shall be clean and free of residue that may contaminate the Supplier's product or impede the unloading process. It is the Supplier's responsibility to verify the cleanliness of the transporting equipment before loading. The Supplier is also required to clean up any spills which are caused during the loading operation.

B. Pick-Up Schedules:

1. The pick-up location shall be within 25 miles of the ECWA Service Center (3030 Union Road, Buffalo, NY 14227).
2. Pickup will normally constitute exchanging an empty 330-gallon tote for a filled 330-gallon tote in the bed of the Authority's delivery truck.
3. In the event that the Authority's delivery truck is unavailable, or that no qualified driver is available to complete a pickup using the delivery truck, 5-gallon carboys may be used for transport. Pick-up will constitute exchanging empty 5-gallon carboys for filled 5-gallon carboys.

C. Technical Support:

1. The Supplier shall have Chemical Manufacture technical staff available to provide Erie County Water Authority personnel with the product information and/or on-site assistance if requested.

3.02 NOTICE OF NONCONFORMANCE

- A. The Authority reserves the right to test a shipment prior to accepting the shipment for its specific gravity and/or trade percent Sodium Hypochlorite
1. In the event the product does not comply with the limits specified in this document, the Authority shall reject the shipment.
 2. The Authority shall be exempt from any cost incurred for the rejection of a shipment that does not comply with the specification limits.

++ END OF SECTION ++

APPENDIX B
INSURANCE REQUIREMENTS
ERIE COUNTY WATER AUTHORITY

**FURNISHING OF SODIUM HYPOCHLORITE TO THE ERIE COUNTY WATER
AUTHORITY FOR USE IN THE BOOSTER STATIONS FOR ONE YEAR FROM
AUGUST 1, 2025 THROUGH JULY 31, 2026**

ECWA PROJECT No. 202500099

Insurance Specs:

The following minimum insurance requirements shall apply to vendors providing services to the Erie County Water Authority (ECWA). If a service or project, in the opinion of ECWA, represents an unusual or exceptional risk, ECWA may establish additional insurance requirements for that service or project. All insurance required herein shall be obtained at the sole cost and expense of the contractor, including deductibles and self-insured retentions, and shall be in full force and effect on the contract commencement date and for the duration of the contract. These requirements include but are not limited to the minimum insurance requirements.

Insurance Requirements:

a. Workers Compensation:

Part 1: Workers Compensation: Statutory

Part 2: Employers Liability: \$1,000,000.

Note: If New York State domiciled employees are used, coverage to be New York Statutory for both Parts 1 and 2

b. New York Disability Benefits Liability: Statutory coverage if New York State domiciled employees are used.

c. Commercial General Liability:

- \$2,000,000. General Aggregate
- \$2,000,000. Products/Completed Operations Aggregate
- \$1,000,000. Each Occurrence
- \$1,000,000. Personal Injury/Advertising Liability
- Erie County Water Authority to be scheduled as an Additional Insured for both on-going and completed operations (attach Additional Insured endorsement to Certificate of Insurance)
- Insurance to be primary and non-contributory
- Per project aggregate shall apply

d. Automobile Liability:

- \$1,000,000. Each Accident
- Erie County Water Authority to be scheduled as an Additional Insured.

e. Umbrella Liability:

- \$5,000,000. Each Occurrence
- \$5,000,000. Aggregate

- Erie County Water Authority to be scheduled as an Additional Insured
- Per project aggregate shall apply

f. Pollution Liability

- \$5,000,000 Per Claim
- \$5,000,000 Aggregate
- Per project aggregate shall apply

Certificates of Insurance to be provided to ECWA prior to start of work as follows:

ACORD 25 (Item a-e) including copy of Additional Insured Endorsement Note: If coverage provided for NYS domiciled employees require Forms C 105.2 and DB 120.1 for Workers Compensation and NYS DBL.

Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be submitted to ECWA prior to the award of contract. Renewals of Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be received by ECWA 30 days prior to the expiration of the insurance policy period.

Certificates of Insurance and renewals, on forms approved by the New York State Department of Insurance, must be submitted to ECWA prior to the award of contract. Each insurance carrier issuing a Certificate of Insurance shall be rated by A. M. Best no lower than “A-” with a Financial Strength Code (FSC) of at least VII.

The provider shall name ECWA, its officers, agents and employees as additional insured on a Primary and Non-Contributory Basis, including a Waiver of Subrogation endorsement (form CG 20 26 11 85 or equivalent), on all applicable liability policies. Any liability coverage on a “claims made” basis should be designated as such on the Certificate of Insurance.

To avoid confusion with similar insurance company names and to properly identify the insurance company, please make sure that the insurer’s National Association of Insurance Commissioners (N.A.I.C.) identifying number or A. M. Best identifying number appears on the Certificate of Insurance. Also, at the top of the Certificate of Insurance, please list the project number.

Acceptance of a Certificate of Insurance and/or approval by ECWA shall not be construed to relieve the outside vendor of any obligations, responsibilities or liabilities.

Certificates of Insurance should be e-mailed to mmusarra@ecwa.org or mailed to Ms. Molly Jo Musarra, ECWA Claims Representative Risk Manager, Erie County Water Authority, 295 Main Street – Room 350, Buffalo, New York 14203-2494, or If you have any questions you can contact Ms. Musarra by e-mail or phone (716) 849-8465.



BISOLAB-01

LSZUDZIK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2025

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 License # 1009544 Lawley, LLC 361 Delaware Avenue Buffalo, NY 14202 | CONTACT NAME: Luke Szudzik PHONE (A/C, No, Ext): (716) 849-4343 4343 FAX (A/C, No): (716) 849-8291 E-MAIL ADDRESS: lsudzik@lawleyinsurance.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Nautilus Insurance Company | 17370 |
| INSURED Bison Laboratories Inc. 100 Leslie Street Buffalo, NY 14211 | INSURER B : Great Divide Insurance Co | 25224 |
| | INSURER C : The State Insurance Fund | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | 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 type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: | X | X | GLP201741219 | 9/1/2024 | 9/1/2025 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | X | X | BAP201741519 | 9/1/2024 | 9/1/2025 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | X | X | FFX201741619 | 9/1/2024 | 9/1/2025 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below | N | A | B12904462 | 2/22/2025 | 2/22/2026 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Pollution Liability | | | SSP201741419 | 9/1/2024 | 9/1/2025 | Per Poll. Condition 1,000,000 |
| A | Pollution Liability | | | SSP201741419 | 9/1/2024 | 9/1/2025 | Aggregate 3,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured and Waiver of Subrogation coverage shown above and marked with an X.

Terms set forth as evidenced by the attached endorsement(s) identified on the ACORD 101.

APPROVED/MJM

CERTIFICATE HOLDER

CANCELLATION

Mary Jo Musarra, Claims Representative/Risk Manager
Erie County Water Authority
295 Main Street, Room 350
Buffalo, NY 14203

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



ADDITIONAL REMARKS SCHEDULE

| | | | |
|------------------------------------|-----------------------------|-----------------------------------|--|
| AGENCY Lawley, LLC | | License # 1009544 | NAMED INSURED Bison Laboratories Inc. 100 Leslie Street Buffalo, NY 14211 ERIE |
| POLICY NUMBER SEE PAGE 1 | | | |
| CARRIER SEE PAGE 1 | NAIC CODE SEE P 1 | EFFECTIVE DATE: SEE PAGE 1 | |

ADDITIONAL REMARKS

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

When required by executed written contract, the following endorsements apply:

General Liability:

ENV 22 81 08 16 General Liability Broadening Endorsement - ChemPlan
CG 20 10 04 13 Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization
CG 20 11 04 13 Additional Insured - Managers Or Lessors Of Premises
CG 20 15 04 13 Additional Insured - Vendors
CG 24 04 05 09 Waiver of Transfer of Rights of Recovery Against Others To Us
CG 20 01 12 19 Primary and Noncontributory - Other Insurance Condition

Commercial Auto:

CA 06 01 20 19 Business Auto - Additional Insured When Required By Contract Or Agreement
CA 20 48 10 13 Designated Insured for Covered Autos Liability Coverage
CA 04 43 11 20 Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Automatic When Required by Written Contract or Agreement
CA 20 01 11 20 - Lessor - Additional Insured & Loss Payee
CA 04 49 11 16 - Primary and NonContributory- Other Insurance Conditions
CA 99 44 10 13 - Loss Payable Clause

Commercial Umbrella:

FFX 80 00 02 22 Follow Form Excess Liability Coverage Form

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

***** 160715916
LAWLEY LLC
361 DELAWARE AVE STE 200
BUFFALO NY 14202



SCAN TO VALIDATE
AND SUBSCRIBE

| | | | |
|--|-------------------------------------|---|--------------------------|
| POLICYHOLDER BISON LABORATORIES INC 100 LESLIE STREET BUFFALO NY 14211 | | CERTIFICATE HOLDER PROJECT NO 202000008 ERIE COUNTY WATER AUTHORITY 295 MAIN STREET ROOM 350 BUFFALO NY 14203-2494 | |
| POLICY NUMBER B1290 446-2 | CERTIFICATE NUMBER 568134 | POLICY PERIOD 02/22/2025 TO 02/22/2026 | DATE 6/30/2025 |

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1290 446-2, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

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

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

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

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 151538740



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) BISON LABORATORIES, INC. 100 LESLIE STREET BUFFALO, NY 14211 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy) | 1b. Business Telephone Number of Insured 716-895-2707 1c. Federal Employer Identification Number of Insured or Social Security Number 16 0715916 |
| 2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) ERIE COUNTY WATER AUTHORITY 295 MAIN STREET ROOM 350 BUFFALO, NY 14203 | 3a. Name of Insurance Carrier The Guardian Life Insurance Company of America 3b. Policy Number of Entity Listed in Box 1a 00 015930 0001 3c. Policy Effective Period 01/01/2025 to 12/31/2025 |

4. Policy provides the following benefits:

☒ A. Both disability and Paid Family Leave benefits.
☐ B. Disability benefits only.
☐ C. Paid Family Leave benefits only.

5. Policy covers:

☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

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

Date Signed 06/02/2025 By 
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 1-888-278-4542 Name and Title Michael Prestileo, Head of Group Benefits Strategy, Product & Underwriting

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.