


A-32-17

## Staff Summary A-32-2017

Subject: Drywall, Studs & Accessories (S/B # 54081-05257-063)
Department: Office of Purchasing
Department Head Name: Eric C. Naughton
Department Head Signature 

Date: May 26, 2017
Vendor Name: Feldman Lumber US-LBL, LLC
Contract Number: A-32-2017
Contract Manager Name: Kimberly Stanton

Proposed Legislative Action					
	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
	Dept. Head	4/26/17	Counsel to C.E.
	Budget	4/26/17	County Atty.
4/23/17 Eln	Deputy C.E.	4/23/17 Eln	County Exec.

### Narrative

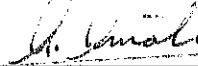
**Purpose:** To award and execute a blanket purchase order for drywall, studs & accessories to Feldman Lumber US-LBL, LLC. for the Nassau County Department of Public Works.

**Discussion:** This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board where nine (9) vendors viewed the bid, of which two (2) vendors are a minority type, and one (1) a woman/minority owned business. Minority Affairs was given a copy of the bid. Three (3) vendors submitted bids.

Feldman Lumber US-LBL, LLC, located in Brooklyn, New York, submitted a bid for all sixty-nine (69) items.

**Impact on Funding:** Estimated annual usage will be Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) from general funds.

**Recommendation:** Office of Purchasing recommends awarding a blanket purchase order to Feldman Lumber US-LBL, LLC as the lowest responsible bidder meeting specifications.

APPROVED:  4/5/17

2017 JUN 26 4 08 17

RECEIVED  
NASSAU COUNTY  
ADMINISTRATIVE  
CLERK

A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND FELDMAN LUMBER US-LBL, LLC.

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF PURCHASING has received competitive bids 54081-05257-063 for drywall, studs & accessories for the Nassau County Department of Public Works as more particularly described in the bid document; and

WHEREAS, the Director is representing to the Rules Committee that the firm, FELDMAN LUMBER US-LBL, LLC submitted the lowest responsible bid and meets all specifications for the product described in the said contract as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director, Office of Purchasing to award and execute the said Blanket Purchase Order with FELDMAN LUMBER US-LBL, LLC.

COUNTY OF NASSAU  
INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

**A-32-2017**

FROM: ERIC NAUGHTON, DEPUTY COUNTY EXECUTIVE-FINANCE

DATE: MAY 26, 2017

SUBJECT: RESOLUTION-NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE ESTIMATED ANNUAL AMOUNT OF TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$275,000.00) ON BEHALF OF NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS TO FELDMAN LUMBER US-LBL, LLC WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS TO PROVIDE DRYWALL, STUDS & ACCESSORIES FOR NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS.

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



ERIC NAUGHTON

DEPUTY COUNTY EXECUTIVE-FINANCE

MS: br

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





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

None

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated:

5-23-17

Vendor:

FRLOMAN BERMAN CS-CBTL LLC

Signed:

[Signature]

Print Name:

Kenneth Blumberg

Title:

President

Page 1 of 4

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

*None*

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

*None*

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

*None*

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

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*[Signature]*  
BIDDER

*HGR*  
TITLE

Page 2 of 4

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities.

*None*

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

*None*

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

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*[Signature]*  
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*None*  
TITLE

Page 3 of 4

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, @018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NONE

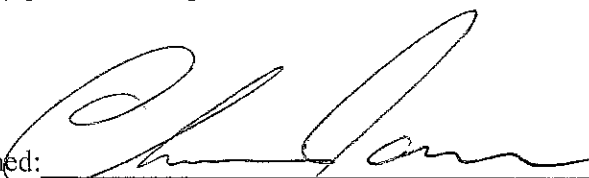
I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of the retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 5-22-17

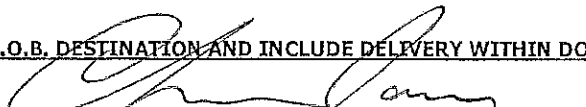
Signed: 

Print Name: CHRISTOPHER M. DEB

Title: MANAGER

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Page 4 of 4:

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

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television station owners and employees thereof, provided that their activities in connection with proposed legislation, rules regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rules-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

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PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name ISRAEL HATH BLUMBERG  
Date of birth 8/25/66  
Home address 1036 PARR AVE  
City/state/zip HAVERHILL MA 01830  
Business address 1281 METROPOLITAN AVE  
City/state/zip BROOKLYN NY 11237  
Telephone 718 286 7777  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President 6/1/14 Treasurer \_\_\_\_\_  
Chairman of Board \_\_\_\_\_ Shareholder \_\_\_\_\_  
Chief Exec. Officer \_\_\_\_\_ Secretary \_\_\_\_\_  
Chief Financial Officer \_\_\_\_\_ Partner \_\_\_\_\_  
Vice President \_\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_\_ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  
YES \_\_\_\_\_ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_\_ NO X; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_\_ NO X If Yes, provide details.

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[Signature]  
TITLE

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES \_\_\_\_\_ NO X If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_\_ NO X If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_\_ NO X If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_\_ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_\_ NO X If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_\_ NO X If Yes, provide details for each such conviction.
  - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES \_\_\_\_\_ NO X If Yes, provide details for each such conviction.
  - f) In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES \_\_\_\_\_ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or

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local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO X If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO X If Yes, provide details for each such year.

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**CERTIFICATION**

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

I, KEANATH BLUMBERG, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 20 day of JUNE 2017

Viola Morris  
Notary Public

VIOLA MORRIS  
Notary Public, State of New York  
No. 01MO6114585  
Qualified In Nassau County  
Term Expires Aug. 23, 2020

FELDMAN LUMBER US, LLC  
Name of submitting business

KEANATH BLUMBERG  
Print name

[Signature]  
Signature

PRESIDENT  
Title

6/20/2017  
Date

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[Signature]  
BIDDER

KEANATH BLUMBERG  
TITLE

Business History Form

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

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

**NOTE: All questions require a response, even if response is "none". No blanks.**

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

Date: 5-77-17

1) Proposer's Legal Name: FELDMAN LUMBER USL BULL C

2) Address of Place of Business: 1281 METROPOLITAN AVE BROOKLYN NY 11237

List all other business addresses used within last five years:

HOH2

3) Mailing Address (if different): \_\_\_\_\_

Phone: 718 786-2221

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: \_\_\_\_\_

5) Federal I.D. Number: 47-1346134

6) The proposer is a (check one): Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation ☒ Other \_\_\_\_\_  
(Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business?  
Yes \_\_\_\_\_ No ☒ If Yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses? Yes \_\_\_\_\_ No ☒ If Yes, please provide details: \_\_\_\_\_

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes \_\_\_\_\_ No ☒ If Yes, provide details: \_\_\_\_\_

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- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes \_\_\_ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). \_\_\_\_\_
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes \_\_\_ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  
Yes \_\_\_ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes \_\_\_ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes \_\_\_ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- b) Any misdemeanor charge pending? Yes \_\_\_ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes \_\_\_ No ☒ If Yes, provide details for each such conviction \_\_\_\_\_
- d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
Yes \_\_\_ No ☒ If Yes, provide details for each such conviction. \_\_\_\_\_

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e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes \_\_\_ No X If Yes, provide details for each such occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_ No X; If Yes, provide details for each such instance. \_\_\_\_\_

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

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICT EXISTS

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICT EXISTS

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICT EXISTS

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

IF A CONFLICT OF INTEREST SHOULD ARISE, GUIDANCE WILL BE SOUGHT FROM THE COUNTY

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

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation;

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## Feldman Lumber – US LBM, LLC

### Corporate Office:

1281 Metropolitan Avenue, Brooklyn, NY 11237  
(718) 786-7777 • (718) 628-7777 • FAX (718) 472-3575

### Branch Locations:

251 East Shore Rd. • Great Neck, NY 11023  
(516) 487-1400 • (516) 365-6464 • FAX (516) 487-1498

58-30 57TH ST. • Maspeth, NY 11378  
(718) 418-7777 • FAX (718) 418-6773

100 Dale Avenue • Paterson, NJ 07501  
(973) 910-2600 • FAX (973) 910-2699

- i) Date of formation ; July 14,2014
- ii) US LBM Holdings, LLC ("US LBM") a Delaware Limited Liability Company, with its principal place of business at 1000 Corporate Grove Drive, Buffalo Grove, IL 60089 (see [www.uslbm.com](http://www.uslbm.com)). This is a holding company that will not take part in the performance of this contract.
- iii) 1) Kenneth Blumberg : President and General Manager 1281 Metropolitan Ave., Brooklyn, NY 11237
- iv) New York
- v) 214
- vi) 206 Million
- vii) Feldman Lumber, in various forms, has been in business for over 100 years. We provide lumber and building materials to private and public sector customers in the New York Metro and Tri County area. We have fifty trucks for deliveries and an unsurpassed inventory. We have contracts with NYC, Westchester County, Town of Hempstead, Nassau Boces, Western Suffolk Boces and many other municipalities.
- viii) N/A



OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
54081-05257-063

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

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

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

Company Town of Hempstead  
Contact Person GARY J PARISI  
Address 350 FRONT ST.  
City/State Hempstead, NY 11550  
Telephone 516 489-5000  
Fax # 516 483-6353  
E-Mail Address \_\_\_\_\_

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

BIDDER SIGN HERE

BIDDER

TITLE

OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
54081-05257-063

Company BOLTON NASSAU COUNTY  
Contact Person ROBERT T WARDLKEH  
Address 71 CLINTON RD  
City/State GRAM CITY, NY 11530  
Telephone 516 396-2544  
Fax # 516 997-1053  
E-Mail Address RWARDLKEH@HRS BOLTON.ORG

Company BOLTON NASSAU SUPPLY  
Contact Person LORRAINE HAIN  
Address 507 DEER PARK ROAD  
City/State HUNTINGTON STATION, NY 11746  
Telephone 631 5494900 x792  
Fax # 631 673-4973  
E-Mail Address PURCHASING@WS BOLTON.ORG

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BIDDER

TITLE

CERTIFICATION

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

I, CHRISTOPHER JONES, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 19 day of MAY 2017

Viola Morris  
Notary Public

VIOLA MORRIS  
Notary Public, State of New York  
No. 01MO6114585  
Qualified in Nassau County  
Term Expires Aug. 23, 2020

Name of submitting business: FELDMAN LUMBER US-LBM, LLC

By: CHRISTOPHER JONES  
Print name

[Signature]  
Signature

MANAGER  
Title

5, 19, 17  
Date

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

BIDDER SIGN HERE

[Signature]  
BIDDER

MAN  
TITLE

Page 1 of 4

COUNTY OF NASSAU

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

1. Name of the Entity: FELDMAN LUMMAN US LPM LLC  
Address: 1281 METROPOLITAN AVE  
City, State and Zip Code: BROOKLYN NY 11237  
2. Entity's Vendor Identification Number: 47-1346134

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☒ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)

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

KARENATH BLUMBERG 1036 PARK AVE, NY, NY 10028 PRESIDENT

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

KARENATH BLUMBERG 1036 PARK AVE, NY NY 10028

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BIDDER

TITLE

Page 2 of 4

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

US LBT HOLDINGS, LLC IS A HOLDING  
COMPANY THAT WILL NOT TAKE PART IN THE  
PERFORMANCE OF THIS CONTRACT.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

NONE

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BIDDER

14

TITLE

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

None

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

None

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

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

Dated: 5/22/17

Signed: [Signature]  
Print Name: CHRISTOPHER SCHER

Title: MANAGER

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

BIDDER SIGN HERE

[Signature]  
BIDDER

None  
TITLE

Page 4 of 4:

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

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

BIDDER SIGN HERE

BIDDER

TITLE

OFFICE OF PURCHASING  
SUMMARY OF BIDS  
OPENED: MAY 26, 2017 AT 11 A.M.  
BID NO: 54081-05257-063  
REQ. NO: N/A  
TITLE: DRYWALL, STUDS & ACCESS

[illegible]



[illegible]

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

PUBLIC BID OFFICER

## OFFICE OF PURCHASING

## SUMMARY OF BIDS

OPENED: MAY 26, 2017 AT 11 A.M.

BID NO: 54081-05257-063


REQ. NO: N/A

TITLE: DRYWALL, STUDS &amp; ACCESSORIES

					PIONEER BUILDING MATERIALS CORP.	FELDMAN LUMBER	OZON PARK LUMBER			
ITEM #	ARTICLE			UNIT	1	2	3	4	5	6
1	DRYWALL	REGULAR	1/4"	SQFT	11.99	0.26	0.33			
2	DRYWALL	REGULAR	3/8"	SQFT	11.99	0.26	0.33			
3	DRYWALL	REGULAR	1/2"	SQFT	12.99	0.26	0.33			
4	DRYWALL	REGULAR	5/8"	SQFT	13.99	0.285	0.34			
5	DRYWALL	MOLD RESISTANT	1/2"	SQFT	14.99	0.34	0.40			
6	DRYWALL	MOLD RESISTANT	5/8"	SQFT	15.99	0.35	0.42			
7	DRYWALL	MOSITURE RESISTANT	1/2"	SQFT	14.99	0.34	0.40			
8	DRYWALL	MOSITURE RESISTANT	5/8"	SQFT	15.99	0.35	0.42			
9	DRYWALL	FIRE CODE	5/8"	SQFT	13.99	0.285	0.34			
10	DRYWALL	WONDERBOARD	7/16"	SQFT	14.95	0.64	NB			
11	DRYWALL	WONDERBOARD	1/4"	SQFT	12.99	0.64	NB			
12	WALL STUD & ACCESSORIES	STUD	25 1 5/8"	FT	0.30	0.22	0.23			
13	WALL STUD & ACCESSORIES	STUD	25 2 1/2"	FT	0.36	0.255	0.27			
14	WALL STUD & ACCESSORIES	STUD	25 3 5/8"	FT	0.48	0.305	0.33			
15	WALL STUD & ACCESSORIES	STUD	25 4"	FT	NB	0.33	0.36			
16	WALL STUD & ACCESSORIES	STUD	25 6"	FT	NB	0.41	0.46			
17	WALL STUD & ACCESSORIES	STUD	22 1 5/8"	FT	0.38	0.255	NB			
18	WALL STUD & ACCESSORIES	STUD	22 2 1/2"	FT	0.45	0.305	NB			
19	WALL STUD & ACCESSORIES	STUD	22 3 5/8"	FT	0.50	0.355	NB			
20	WALL STUD & ACCESSORIES	STUD	22 4"	FT	NB	0.41	NB			
21	WALL STUD & ACCESSORIES	STUD	22 6"	FT	NB	0.51	NB			
22	WALL STUD & ACCESSORIES	STUD	20 1 5/8"	FT	0.42	0.255	0.27			
23	WALL STUD & ACCESSORIES	STUD	20 2 1/2"	FT	0.48	0.305	0.33			
24	WALL STUD & ACCESSORIES	STUD	20 3 5/8"	FT	0.54	0.355	0.40			
25	WALL STUD & ACCESSORIES	STUD	20 4"	FT	NB	0.41	0.47			
26	WALL STUD & ACCESSORIES	STUD	20 6"	FT	NB	0.51	0.58			
27	WALL STUD & ACCESSORIES	TRACK	25 1 5/8"	FT	0.30	0.218	0.23			
28	WALL STUD & ACCESSORIES	TRACK	25 2 1/2"	FT	0.36	0.253	0.27			
29	WALL STUD & ACCESSORIES	TRACK	25 3 5/8"	FT	0.48	0.303	0.33			
30	WALL STUD & ACCESSORIES	TRACK	25 4"	FT	NB	0.328	0.36			
31	WALL STUD & ACCESSORIES	TRACK	25 6"	FT	NB	0.408	0.42			
32	WALL STUD & ACCESSORIES	TRACK	22 1 5/8"	FT	0.38	0.253	NB			
33	WALL STUD & ACCESSORIES	TRACK	22 2 1/2"	FT	0.45	0.303	NB			
34	WALL STUD & ACCESSORIES	TRACK	22 3 5/8"	FT	0.50	0.353	NB			
35	WALL STUD & ACCESSORIES	TRACK	22 4"	FT	NB	0.408	NB			
36	WALL STUD & ACCESSORIES	TRACK	22 6"	FT	NB	0.508	NB			
37	WALL STUD & ACCESSORIES	TRACK	20 1 5/8"	FT	0.42	0.253	0.27			
38	WALL STUD & ACCESSORIES	TRACK	20 2 1/2"	FT	0.45	0.303	0.33			
39	WALL STUD & ACCESSORIES	TRACK	20 3 5/8"	FT	0.54	0.353	0.40			
40	WALL STUD & ACCESSORIES	TRACK	20 4"	FT	NB	0.408	0.46			
41	WALL STUD & ACCESSORIES	TRACK	20 6"	FT	NB	0.508	0.58			

[illegible]

# FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER 54081-05257-063
	<b>COUNTY OF NASSAU</b>  BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM		Dated: 05/11/17
			BID OPENING DATE 05/25/17 11:00 A.M. E.D.S.T.A.M.
BUYER Kimberly Stanton	TELEPHONE: 516-571-6679		REQUISITION NUMBER

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: DRYWALL, STUDS AND ACCESSORIES

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

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

CASH DISCOUNT OF 1 PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

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

DELIVERY MADE TO:  Various Nassau County Agencies	GUARANTEED DELIVERY DATE <u>21</u> DAYS AFTER RECEIPT OF ORDER  EMPLOYERS FEDERAL TAX ID NUMBER <u>47-1346134</u>
---	---

TOLL FREE TELEPHONE NUMBER:

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

NAME OF BIDDER <u>FELOMAN LUMBER US-LBM LLC</u>			
ADDRESS <u>1281 METROPOLITAN AVE</u>			
CITY <u>BROOKLYN</u>	STATE <u>NY</u>	ZIP CODE <u>11237</u>	TELEPHONE <u>708786-7777</u>
SIGNATURE OF AUTHORIZED INDIVIDUAL <u>[Signature]</u>		PRINT OR TYPE NAME OF SIGNER AND TITLE <u>CHRISTOPHER JONES, PARTNER</u>	

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

## BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.

4. PRICES The provisions of the New York State Fair Trade Law (Fedor-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

**8. EXPOSURE CONTROLS/PERSONAL PROTECTION****Exposure Guidelines**

	Exposure Limits	
Component	OSHA PEL (mg/m3)	ACGIH TLV (mg/m3)
Portland Cement	15 <sup>(T)</sup> 5 <sup>(R)</sup>	10 <sup>(T)</sup>
High Alumina Cement	10 <sup>(T)</sup> 5 <sup>(R)</sup>	10 <sup>(T)</sup>
Pozzolan		
Sand		
Naphthalene Sulfonate		
Crystalline Silica (Quartz)	0.1 <sup>(R)</sup>	0.025 <sup>(R)</sup>
Fiberglass Scrim	15 <sup>(T)</sup> 5 <sup>(R)</sup>	1 f/cc <sup>(R)</sup>

T- Total Dust  
- Respirable Dust

**Engineering Controls**

- Work/Hygiene Practices: The score and snap method of cutting is recommended. Sawing, drilling or machining will produce dust.
- Ventilation: Provide local and general exhaust ventilation to maintain a dust level below the PEL/TLV.
- Utilize wet methods, when appropriate, to reduce generation of dust.

**Personal Protective Equipment**

- Respiratory Protection: A NIOSH approved particulate respirator is recommended in poorly ventilated areas or if the PEL/TLV is exceeded. OSHA's 29 CFR 1910.134 (Respiratory Protection Standard) must be followed whenever work conditions require respirator use.
- Eye Protection: Safety glasses or goggles.
- Skin: Gloves, protective clothing and/or barrier creams may be utilized if conditions warrant.

**9. PHYSICAL AND CHEMICAL PROPERTIES**

Appearance: Gray color  
Odor: Low to none  
Physical State: Solid  
Ph: ~12  
Solubility (H2O): Slight  
Boiling, Freezing, Melting Point: Not Applicable  
Decomposition Temperature: Not Applicable  
Vapor pressure: Not Applicable  
Vapor density: Not Applicable  
Volatile organic compounds (VOC) content: None

Flammability: Not Applicable  
Flash Point: Not Applicable  
Upper/Lower explosive limits: Not applicable  
Auto-ignition temperature: Not Applicable  
Partition coefficient: n-octanol/water: Not applicable  
Evaporation rate: Not Applicable  
Molecular weight: mixture  
Molecular formula: Not applicable  
Specific Gravity: ~1.2  
Bulk Density: ~73 lbs/ft³

**10. STABILITY AND REACTIVITY**

**Chemical stability:** Stable in dry environments.

**Conditions to avoid:** Contact with strong acids

**Incompatibility:** None

**Hazardous decomposition:** None known

**Hazardous polymerization:** Will not occur.

**11. TOXICOLOGICAL INFORMATION****Human Data**

There is no information on toxicokinetics, metabolism and distribution.

There have been reports of irritation and burns to mucus membranes of the eyes and respiratory tract upon acute exposure to dusts in excess of the recommended limits.

Chronic exposure to crystalline silica (a naturally occurring contaminant) in the respirable size has been shown to cause silicosis, a debilitating lung disease. In addition, the International Agency for Research on Cancer (IARC) classifies crystalline silica inhaled in the form of quartz or cristobalite from occupational sources as carcinogenic to humans, Group 1. The National Toxicology Program (NTP) classifies respirable crystalline silica as a substance which may be reasonably anticipated to be a carcinogen. OSHA does not regulate crystalline silica as a human carcinogen. Industrial hygiene monitoring to date has not identified any detectable respirable crystalline silica in dust sampling conducted during gypsum panel installation utilizing recommended procedures.

**Animal Data**

LD<sub>50</sub> and LC<sub>50</sub> data not available.

**12. ECOLOGICAL INFORMATION**

This product could be toxic to fish due to its high alkalinity from the portland cement. No studies are available.

**13. DISPOSAL CONSIDERATIONS**

- Dispose of according to Local, State, Federal, and Provincial Environmental Regulations.
- Recycle if possible.

**14. TRANSPORT INFORMATION**

- This product is not a DOT hazardous material
- Shipping Name: Same as product name
- ICAO/IATA/IMO: Not applicable

**15. REGULATORY INFORMATION**

All ingredients are included on the TSCA inventory.

**Federal Regulations**

**SARA Title III:** Not listed under Sections 302, 304, and 313

**CERCLA:** Not listed

**RCRA:** Not listed

**OSHA:** Dust and potential respirable crystalline silica generated during product use may be hazardous.

**15. Regulatory Information (Continued)****State Regulations**

California Prop 65: Respirable crystalline silica is known to the state of California to cause cancer. Industrial hygiene monitoring during recommended use of this product failed to identify any respirable crystalline silica.

**Canada WHMIS**

All components of this product are included in the Canadian Domestic Substances List (DSL).  
Crystalline silica: WHMIS Classification D2A

**16. OTHER INFORMATION****MSDS Revision Summary**

Effective Date Change: 5/22/06

Supersedes: 1/26/04

Format Changes: ANSI Z400.1-2004

**Key/Legend**

ACGIH	American Conference of Governmental Industrial Hygienists
CAS	Chemical Abstract Services Number
CFR	Code of Federal Regulations
DOT	Department of Transportation
EPA	Environmental Protection Agency
HEPA	High Efficiency Particulate Air
HMIS	Hazardous Material Identification System
IARC	International Agency for Research on Cancer
IATA	International Air Transport Association
ICAO	International Civil Aviation Organization
IMO	International Maritime Organization
NIOSH	National Institute for Occupational Safety and Health
NFPA	National Fire Protection Association
NTP	National Toxicology Program
OSHA	Occupational Safety and Health Administration
PEL	Permissible Exposure Limit
PPE	Personal Protective Equipment
TLV	Threshold Limit Value
TSCA	Toxic Substance Control Act
TWA	Time Weighted Average
WHMIS	Workplace Hazardous Materials Information System

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind expressed or implied is made with respect to the information contained herein. This material safety data sheet was prepared to comply with the OSHA Hazard Communication Standard (29 CFR 1910.1200) and with the Workplace Hazardous Materials Information System (WHMIS).

**Disclaimer of Liability:**

As the conditions or methods of use are beyond our control, we do not assume any responsibility and expressly disclaim any liability for any use of the material. Information contained herein is believed to be true and accurate, but all statements or suggestions are made without any warranty, express or implied, regarding accuracy of the information, the hazards connected with the use of the material, or the results to be obtained for the use thereof.



## Material Safety Data Sheet

Gold Bond® BRAND Wallboard Products

MSDS No: GB-1501

Page 1 of 7

Date: May 22, 2006

Supersedes Date: January 26, 2004

### 1. PRODUCT AND COMPANY INFORMATION

#### Manufacturer Information:

National Gypsum Company  
2001 Rexford Road  
Charlotte, NC 28211

#### For Emergency Product Information Call:

Director Quality Services  
(704) 551-5820 - 24 Hour Emergency Response  
Website: [www.nationalgypsum.com](http://www.nationalgypsum.com)

#### Product Name

½" Gypsum Wallboard – Square Edge  
½" Gypsum Wallboard – Tapered Edge  
¾" Gypsum Wallboard – Tapered Edge  
3/8" Gypsum Wallboard – Tapered Edge  
½" FS C Gypsum Wallboard  
5/8" Fire-Shield® Gypsum Wallboard  
5/8" Fire-Shield® C Gypsum Wallboard  
½" Foll Back Gypsum Wallboard  
5/8" FS Foll Back Gypsum Wallboard  
Gypsum Board Reclaim

#### Product Name

½" High Strength Ceiling Board  
½" MR® (Moisture Resistant) Gypsum Wallboard  
½" FS C M® Gypsum Wallboard  
5/8" Fire-Shield® MR® Gypsum Wallboard  
¾" High Flex® Gypsum Wallboard  
5/8" Hi-Abuse® Gypsum Wallboard  
½" Sta-Smooth® Gypsum Wallboard  
½" FS C Sta-Smooth® Gypsum Wallboard  
5/8" FS Sta-Smooth® Gypsum Wallboard  
½" Durabase® Gypsum Wallboard  
5/16" Durabase® Gypsum Wallboard

Use: Gypsum Wallboard products are designed for specific applications that require properties such as: fire resistance, moisture resistance, abrasion resistance, sag resistance and other properties required for applications in walls and ceiling assemblies.

Generic Descriptions: Article Composite. Fire resistant and/or moisture resistant gypsum core encased in paper on front and back sides.

### 2. HAZARDS IDENTIFICATION

Appearance and Odor: A gypsum core wrapped with paper. Surface finish will vary with product. No odor.

Contains no asbestos. HMIS Hazard Class No. 1, 0, 0.

#### Emergency Overview

Gold Bond® BRAND Wallboard Products do not present an inhalation, ingestion, or contact health hazard unless subjected to operations such as sawing, sanding or machining which result in the generation of airborne particulate. This product contains quartz (crystalline silica) as a naturally occurring contaminant. It is recommended that a NIOSH approved particulate respirator be worn whenever working with this product results in airborne dust exposure exceeding the prescribed limits.  
(See Section 11 - Toxicological Information)



**2. HAZARDS IDENTIFICATION (CONTINUED)****OSHA Regulatory Status**

While this material is not considered hazardous by the OSHA Hazard Communication Standard (29CFR 1910.1200), this MSDS contains valuable information critical to the safe handling and proper use of the product. This MSDS should be retained and available for employees and other users of this product.

**Potential Health Effects**

Primary Routes of Entry: Inhalation, Dermal contact

Target Organs: Respiratory system, skin, eyes.

Inhalation: Acute exposure to airborne dust concentrations in excess of the PEL/TLV may result in coughing, dyspnea, wheezing, general irritation of the nose, throat, and upper respiratory tract, and impaired pulmonary function. Chronic exposures may result in lung disease (silicosis and/or lung cancer). (See Section 11 - Toxicological Information)

Exposures to respirable crystalline silica have not been documented during normal use of this product. However, good housekeeping practices and industrial hygiene monitoring is recommended when the potential for significant exposure exists.

Skin Contact: Continued and prolonged contact may result in dry skin. Contact with dust or glass fibers may produce itching, rash and/or redness. Repeated or prolonged exposure may result in dermatitis.

Eye Contact: Direct contact may cause mechanical irritation.

Ingestion: No known adverse effects. May result in obstruction or temporary irritation of the digestive tract.

**3. COMPOSITION/INFORMATION ON INGREDIENTS**

<b><u>Component</u></b>	<b><u>CAS-Number</u></b>	<b><u>Weight Percent</u></b>
Calcium Sulfate Dihydrate (Gypsum)	10101-41-4	85-95
Crystalline Silica (Quartz)	14808-60-7	<5
Cellulose (Paper Fiber)	9004-34-6	5-15
And may contain:		
Fiberglas, synthetic, vitreous, continuous	65997-17-3	<1%

**4. FIRST AID MEASURES**

- **Inhalation:** Remove exposed individual to fresh air immediately. If breathing difficulty persists, seek medical attention.
- **Skin:** Flush and wash skin with soap and water. Utilize lotions to alleviate dryness if present. Seek medical attention if irritation persists.
- **Eye:** Immediately flush eyes with water for 15 minutes. Remove contact lenses (if applicable). Seek medical attention if irritation persists.
- **Ingestion:** Gypsum is non-hazardous and no harmful effects are expected upon ingestion of small amounts. Larger amounts may cause abdominal discomfort or possible obstruction of the digestive tract. Seek medical attention if problems persist.

**5. FIRE FIGHTING MEASURES****Flammable Properties**

- Not flammable or combustible
- NFPA Hazard Class No: 1/0/0

**Extinguishing media**

- Dry chemical, foam, water, fog or spray

**Protection of firefighters**

- Standard protective equipment and precautions

**Fire and Explosion Hazards**

- None

**Hazardous Combustion Products**

- None
- Above 1450°C, material can decompose and release sulfur dioxide (SO<sub>2</sub>) and oxides of carbon.

**6. ACCIDENTAL RELEASE MEASURES**

Not applicable, as product is an article composite.

**General recommendations:**

- Wear appropriate Personal Protective Equipment. (See Section 8)
- Maintain proper ventilation.
- Pick-up larger pieces to avoid a tripping hazard. Return large pieces of damaged/scraped material for recycling. Sweep or vacuum remaining material into a waste container for disposal. Use a light water spray to minimize dust generation.
- Waste material is not a hazardous waste. Dispose of in accordance with applicable federal, state, and local regulations.

**7. HANDLING AND STORAGE**

- Avoid contact with eyes, skin and clothing.
- Wear recommended personal protective equipment when handling. (See Section 8)
- Avoid breathing dust.
- Minimize generation of dust.
- Utilize proper lifting techniques when moving product and employ mechanical/ergonomic assistance when possible (i.e. move with forklifts, hold in place with lifts) to minimize the risk of back injury.
- Store material in a cool, dry, ventilated area.
- Store panels flat to minimize damage and warping.
- Do not stack panels too high when storing to minimize the risk of falling.

**8. EXPOSURE CONTROLS/PERSONAL PROTECTION****Exposure Guidelines**

	Exposure Limits	
Component	OSHA PEL (mg/m <sup>3</sup> )	ACGIH TLV (mg/m <sup>3</sup> )
Calcium Sulfate Dihydrate (Gypsum)	15 <sup>(T)</sup> 5 <sup>(R)</sup>	10 <sup>(T)</sup>
Crystalline Silica (Quartz)	0.1 <sup>(R)</sup>	0.025 <sup>(R)</sup>
Cellulose (Paper Fiber)	15 <sup>(T)</sup> 5 <sup>(R)</sup>	10 <sup>(T)</sup>
Fiberglas, synthetic, vitreous, continuous	15 <sup>(T)</sup> 5 <sup>(R)</sup>	1 f/cc <sup>(R)</sup>

T-Total Dust

R-Respirable Dust

**Engineering Controls**

- Work/Hygiene Practices: The score and snap method of cutting is recommended. Sawing, drilling or machining will produce dust.
- Ventilation: Provide local and general exhaust ventilation to maintain a dust level below the PEL/TLV.
- Utilize wet methods, when appropriate, to reduce generation of dust.

**Personal Protective Equipment**

- Respiratory Protection: A NIOSH approved particulate respirator is recommended in poorly ventilated areas or if the PEL/TLV is exceeded. OSHA's 29 CFR 1910.134 (Respiratory Protection Standard) must be followed whenever work conditions require respirator use.
- Eye Protection: Safety glasses or goggles.
- Skin: Gloves, protective clothing and/or barrier creams may be utilized if conditions warrant.

**9. PHYSICAL AND CHEMICAL PROPERTIES**

**Appearance:** Paper faced gypsum boards with white/gray core  
**Odor:** None  
**Physical State:** Solid  
**Ph:** ~7  
**Solubility (H<sub>2</sub>O):** 2.1 g/L @ 20°C  
**Boiling, Freezing, Melting Point:** Not Applicable  
**Decomposition Temperature:** 1450°C  
**Vapor pressure:** Not Applicable  
**Vapor density:** Not Applicable  
**Volatile organic compounds (VOC) content:** None

**Flammability:** Not Applicable  
**Flash Point:** Not Applicable  
**Upper/Lower explosive limits:** Not applicable  
**Auto-ignition temperature:** Not Applicable  
**Partition coefficient: n-octanol/water:** Not applicable  
**Evaporation rate:** Not Applicable  
**Molecular weight:** 172.2 grams  
**Molecular formula:** CaSO<sub>4</sub>·2H<sub>2</sub>O  
**Specific Gravity:** 2.31 g/cc  
**Bulk Density:** ~55 lb/ft<sup>3</sup>

**10. STABILITY AND REACTIVITY**

**Chemical stability:** Stable in dry environments.

**Conditions to avoid:** Contact with strong acids may result in generation of carbon dioxide.

**Incompatibility:** None

**Hazardous decomposition:** Above 1450°C gypsum will decompose to calcium oxide (CaO), with releases of sulfur dioxide (SO<sub>2</sub>) and various oxides of carbon.

**Hazardous polymerization:** Will not occur.

**11. TOXICOLOGICAL INFORMATION**

Data presented is for the major component of this product: Gypsum (calcium sulfate dihydrate)

**Human Data**

There is no information on toxicokinetics, metabolism and distribution.

There have been reports of irritation to mucus membranes of the eyes and respiratory tract upon acute exposure to dusts in excess of the recommended limits.

Chronic exposure to crystalline silica (a naturally occurring contaminant in gypsum) in the respirable size has been shown to cause silicosis, a debilitating lung disease. In addition, the International Agency for Research on Cancer (IARC) classifies crystalline silica inhaled in the form of quartz or cristobalite from occupational sources as carcinogenic to humans, Group 1. The National Toxicology Program (NTP) classifies respirable crystalline silica as a substance which may be reasonably anticipated to be a carcinogen. OSHA does not regulate crystalline silica as a human carcinogen. Industrial hygiene monitoring to date has not identified any detectable respirable crystalline silica in dust sampling conducted during gypsum panel installation utilizing recommended procedures.

**Animal Data**

The acute oral toxicity study [OECD TG 420, Fixed dose procedure] of calcium sulfate dihydrate showed that this chemical did not cause any changes even at 2,000 mg/kg b.w. Therefore, the oral LD<sub>50</sub> value was more than 2,000-mg/kg b.w. for female rats (Sprague-Dawley).

Calcium sulfate, dihydrate was not irritating to the skin of rabbits at 1, 24, 48 and 72 hours after removal of test patches [OECD TG 404]. There is no indication of skin sensitization in guinea pigs [OECD TG 406].

*In vivo* and *In vitro* studies for mutagenicity were negative.

Reproduction/Developmental Toxicity Screening Tests were negative.

**12. ECOLOGICAL INFORMATION**

This product does not present an ecological hazard to the environment.

**Ecotoxicological Information**

Toxicity studies performed with fish, aquatic invertebrates and aquatic plants showed no toxic effect.

**Environmental Fate**

Gypsum is a naturally occurring mineral. Biodegradation and/or bioaccumulation potential is not applicable.

**13. DISPOSAL CONSIDERATIONS**

- Dispose of according to Local, State, Federal, and Provincial Environmental Regulations.
- Recycle if possible.

**14. TRANSPORT INFORMATION**

- This product is not a DOT hazardous material
- Shipping Name: Same as product name
- ICAO/IATA/IMO: Not applicable

**15. REGULATORY INFORMATION**

All ingredients are included on the TSCA inventory.

**Federal Regulations**

SARA Title III: Not listed under Sections 302, 304, and 313

CERCLA: Not listed

RCRA: Not listed

OSHA: Dust and potential respirable crystalline silica generated during product use may be hazardous.

**State Regulations**

California Prop 65: Respirable crystalline silica is known to the state of California to cause cancer. Industrial hygiene monitoring during recommended use of this product failed to identify any respirable crystalline silica.

**Canada WHMIS**

All components of this product are included in the Canadian Domestic Substances List (DSL).  
Crystalline silica: WHMIS Classification D2A

**16. OTHER INFORMATION****MSDS Revision Summary**

Effective Date Change: 5/22/06

Format Changes: ANSI Z400.1-2004

Supersedes: 1/26/04

**16. OTHER INFORMATION (CONTINUED)****Key/Legend**

ACGIH	American Conference of Governmental Industrial Hygienists
CAS	Chemical Abstract Services Number
CFR	Code of Federal Regulations
DOT	Department of Transportation
EPA	Environmental Protection Agency
HEPA	High Efficiency Particulate Air
HMIS	Hazardous Material Identification System
IARC	International Agency for Research on Cancer
IATA	International Air Transport Association
ICAO	International Civil Aviation Organization
IMO	International Maritime Organization
NIOSH	National Institute for Occupational Safety and Health
NFPA	National Fire Protection Association
NTP	National Toxicology Program
OSHA	Occupational Safety and Health Administration
PEL	Permissible Exposure Limit
PPE	Personal Protective Equipment
TLV	Threshold Limit Value
TSCA	Toxic Substance Control Act
TWA	Time Weighted Average
WHMIS	Workplace Hazardous Materials Information System

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind expressed or implied is made with respect to the information contained herein. This material safety data sheet was prepared to comply with the OSHA Hazard Communication Standard (29 CFR 1910.1200) and with the Workplace Hazardous Materials Information System (WHMIS).

**Disclaimer of Liability:**

As the conditions or methods of use are beyond our control, we do not assume any responsibility and expressly disclaim any liability for any use of the material. Information contained herein is believed to be true and accurate, but all statements or suggestions are made without any warranty, express or implied, regarding accuracy of the information, the hazards connected with the use of the material, or the results to be obtained for the use thereof.

**EVALUATION:**

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

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

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

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

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

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

BIDDER SIGN HERE

BIDDER

TITLE

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

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

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

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

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

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

this 22 day of MAY, 20 17 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: FELONIAN LUMMA US-LBM LLC

Address: 1281 MATROCLION AVE

Street: \_\_\_\_\_

City, Town, etc.: BROOKLYN, NY 11737

Telephone: 718 786-7777 Title: Mgr

If applicable, responsible Corporate Officer

Name CHRISTOPHER JOMAS Title Mgr

Signature: \_\_\_\_\_

Sign Here

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

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

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BIDDER

TITLE



**MANUFACTURER'S CERTIFICATE**

**THIS IS TO CERTIFY:**

That we manufacture the commodities specified in the attached bid schedule:

That the address of the manufacturing plant is:

---

---

---

\_\_\_\_\_  
Manufacturer

\_\_\_\_\_  
Signature

Title

**FURTHERMORE:**

That we authorize

---

(Name and address of firm or individual)

As our distributor to furnish our products to the County of Nassau as provided in the attached schedules, and agree to supply said distributor such quantities of our products as may be required by the County of Nassau.

\_\_\_\_\_  
Manufacturer

\_\_\_\_\_  
Signature

Title

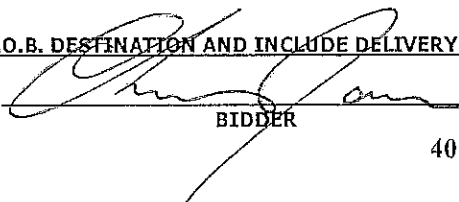
\_\_\_\_\_  
Date

**MUST BE SIGNED BY AN OFFICER OF THE COMPANY. SALES AGENT OR MANAGER'S SIGNATURE WILL NOT BE ACCEPTED UNLESS LETTER OF AUTHORIZATION FROM THE MANUFACTURER IS ATTACHED.**

**NOTE:** When bidder is other than the manufacturer, the complete certificate must be executed by the manufacturer.

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

BIDDER SIGN HERE

  
\_\_\_\_\_  
BIDDER

  
\_\_\_\_\_  
TITLE

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

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

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

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

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

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

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

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

**ABSOLUTELY NO MINIMUM ORDERS** shall be applied to this bid.

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

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

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

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

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

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

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

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

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

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

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TITLE

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

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

**Ordinance # 72-2014**

The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar (\$125.00) annual fee required under the Ordinance. Additionally, registered vendors must pay a Two Hundred Seventy-Five Dollar (\$275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under the Ordinance. Further details about the registration process may be found at

**<https://eproc.nassaucountyny.gov/SupplierRegister>**

**PRICING:**

Drywall

Type	Thickness	Common Terms	Price per sqft
1. Regular	¼"	Drywall	\$ .26
2. Regular	3/8"	Drywall	\$ .26
3. Regular	½"	Drywall	\$ .26
4. Regular	5/8"	Drywall	\$ .285
5. Mold Resistant	½"	Mold Board	\$ .34
6. Mold Resistant	5/8"	Mold Board	\$ .35
7. Moisture Resistant	½"	Greenboard	\$ .34
8. Moisture Resistant	5/8"	Greenboard	\$ .35
9. Fire Code	5/8"	Type X	\$ .285
10. Wonderboard	7/16"	Lite	\$ .64
11. Wonderboard	¼"	Lite	\$ .64

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

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BIDDER

TITLE

OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
54081-05257-063

**PRICING:**

Drywall Studs and Accessories

Type	Gauge	Size	Price per foot
12. Stud	25	1 5/8"	\$ .22
13. Stud	25	2 1/2"	\$ .255
14. Stud	25	3 5/8"	\$ .305
15. Stud	25	4"	\$ .33
16. Stud	25	6"	\$ .41
17. Stud	22	1 5/8"	\$ .255
18. Stud	22	2 1/2"	\$ .305
19. Stud	22	3 5/8"	\$ .355
20. Stud	22	4"	\$ .41
21. Stud	22	6"	\$ .51
22. Stud	20	1 5/8"	\$ .255
23. Stud	20	2 1/2"	\$ .305
24. Stud	20	3 5/8"	\$ .355
25. Stud	20	4"	\$ .41
26. Stud	20	6"	\$ .51
27. Track	25	1 5/8"	\$ .218
28. Track	25	2 1/2"	\$ .253
29. Track	25	3 5/8"	\$ .303
30. Track	25	4"	\$ .328
31. Track	25	6"	\$ .408
32. Track	22	1 5/8"	\$ .253
33. Track	22	2 1/2"	\$ .303
34. Track	22	3 5/8"	\$ .353
35. Track	22	4"	\$ .408
36. Track	22	6"	\$ .508
37. Track	20	1 5/8"	\$ .253
38. Track	20	2 1/2"	\$ .303
39. Track	20	3 5/8"	\$ .353
40. Track	20	4"	\$ .408
41. Track	20	6"	\$ .508
42. Galv Iron	16	1 1/2"	\$ .345
43. Furring Channel	25	7/8"	\$ .215
44. Furring Channel	25	1 1/2"	\$ .31
45. Furring Channel	22	7/8"	\$ .33
46. Furring Channel	22	1 1/2"	\$ .48
47. Furring Channel	20	7/8"	\$ .33
48. Furring Channel	20	1 1/2"	\$ .48

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

BIDDER SIGN HERE

BIDDER

TITLE

OFFICE OF PURCHASING  
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL  
54081-05257-063

PRICING:

Drywall Trim

SOLD BY CARTON

SOLD BY  
the carton  
only.  
etc

OF PLS.

ALL 10'

Trim Type

Price per foot

49. 3/8" J Bead 1010

\$ .12

50. 1/2" J Bead 1110

\$ .12

51. 5/8" J Bead 1210

\$ .12

52. 3/4" J Bead 2010

\$ .12

53. 3/4" J Bead 2410

\$ .14

54. 7/8" J Bead 2510

\$ .20

55. 1" J Bead 2610

\$ .20

56. 1/2" Shadow J Bead 1310

\$ .13

57. 5/8" Shadow J Bead 1410

\$ .13

58. 1/2" Mud on J 1710

\$ .13

59. 5/8" Mud on J 1810

\$ .16

60. AS 1/4" L Bead 3204

\$ .15

61. AS 3/8" L Bead 3206

\$ .15

62. AS 1/2" L Bead 3210

\$ .15

63. AS 5/8" L Bead 3310

\$ .15

64. AS 1" L Bead

\$ .27

65. AS 1 1/4" L Bead

\$ .27

66. AS 7/8" L Bead

\$ .27

67. Rigid Corner Bead

\$ .17

68. MS 350 Bull Bead

\$ .24

69. MS 3/4" Bullnose Bead

\$ .23

10.00

70.00

70.00

65.00

65.00

65.00

80.00

45.00

45.00

120.00

120.00

135.00

135.00

135.00

76.50

120.00

92.00

50

50

50

50

50

35

35

50

50

50

50

30

30

80

80

50

50

50

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\*\*Additional Quantities/Facilities may be added to this blanket order with a written quotation and subsequent amendment.\*\*

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

BIDDER SIGN HERE

BIDDER

TITLE

## **Exhibit A**



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
05/31/2017

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 Willis of Michigan, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378 E-MAIL ADDRESS: certificates@willis.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Pennsylvania Lumbermens Mutual Insurance INSURER B: Sentry Insurance a Mutual Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Feldman Lumber-US LBM, LLC 1281 Metropolitan Ave. Brooklyn, NY 11237	NAIC# 14974-000 24988-001

## COVERAGES

CERTIFICATE NUMBER: 25497998

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 checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	29-U033-01-16	10/30/2016	10/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	29-U033-07-16	10/30/2016	10/30/2017	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 type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	29-U033-03-16	10/30/2016	10/30/2017	EACH OCCURRENCE \$ 30,000,000 AGGREGATE \$ 30,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	90-19827 01	10/30/2016	10/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Bid #54081-05257-063.

It is agreed that Contractor, County of Nassau and Nassau County Office of Purchasing are included as Additional Insureds as respects to General Liability, Automobile Liability and Umbrella Liability.

## CERTIFICATE HOLDER

## CANCELLATION

Nassau County Office of Purchasing 1 West Street Mineola, NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Coll:5082105 Tpl:2096208 Cert:25497998 © 1988-2015 ACORD CORPORATION. All rights reserved.

**ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

AGENCY Willis of Michigan, Inc.		NAMED INSURED Feldman Lumber-US LBM, LLC 1281 Metropolitan Ave. Brooklyn, NY 11237
POLICY NUMBER See First Page		
CARRIER See First Page	NAIC CODE	
EFFECTIVE DATE: See First Page		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

General Liability, Automobile Liability and Umbrella Liability policies shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insureds.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Automobile Liability, Umbrella Liability and Workers Compensation, as permitted by law.

Notice of Cancellation applies per endorsement attached.



**POLICY NUMBER:**

29-U033-01-16

**COMMERCIAL GENERAL LIABILITY**

CG 20 10 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Contractor, County of Nassau and Nassau County Office of Purchasing	Blanket for all locations and operations as required by the additional insured under a written contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER:  
29-U033-01-16

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Contractor, County of Nassau and Nassau County Office of Purchasing	Blanket for all locations and operations as required by the additional insured under a written contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART.**

**SCHEDULE**

Name of Persons or Organization:

Contractor, County of Nassau and Nassau County Office of Purchasing

Information required to complete this Schedule, if not shown in the Declarations.

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER:  
29-U033-07-16

COMMERCIAL AUTO  
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Feldman Lumber-US LBM, LLC

Endorsement Effective Date: 10/30/16

### SCHEDULE

Name Of Person(s) Or Organization(s):

Contractor, County of Nassau and Nassau County Office of Purchasing

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

**POLICY NUMBER:**  
29-U033-07-16

**COMMERCIAL AUTO**  
**CA 04 44 10 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVE OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b>	<b>Feldman Lumber-US LBM, LLC</b>
<b>Endorsement Effective Date:</b>	<b>10/30/16</b>

### **SCHEDULE**

<b>Name Of Person(s) Or Organization(s):</b> <b>Contractor, County of Nassau and Nassau County Office of Purchasing</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organizations(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

#### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy)

This endorsement effective 12:01 AM 10/30/2016 forms a part of Policy No. 90-19827 01

Issued to Specific US LBM Named Insured

By Sentry Insurance a Mutual Company

Premium Included

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

"All written contracts provided such contract was made prior to loss"

This form is not applicable in California, New Jersey, or Texas.

WC 00 03 13 Copyright 1988 National Council on Compensation Insurance  
(Ed. 4/84)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED  
PRIMARY AND NONCONTRIBUTORY  
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

**COMMERCIAL LIABILITY UMBRELLA COVERAGE PART**

- I. Subparagraph a. of paragraph 5. Other Insurance of Section IV - Conditions of Commercial Liability Umbrella Coverage Form CU 00 01 is deleted and replaced by the following:

- a. This insurance is excess over and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to either:

- (1) Other insurance that is specifically written as excess over this Coverage Part; or
- (2) Other insurance that is both:

- (a) Issued to a Named Insured that is an additional insured under this Coverage Part as described in paragraph 3. of Section II - Who Is An Insured; and

- (b) Intended to be excess of this insurance and noncontributory with this insurance as agreed under a written contract or agreement you have made with such person or organization in paragraph (a) above.

Such insurance as is described in paragraphs (1) and (2) above shall apply in excess of the Limits of Insurance of this Coverage Part, and we will not seek contribution or indemnity from such insurance for damages to which this Coverage Part applies.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- II. Paragraph 9. Transfer of Rights of Recovery Against Others To Us under Section IV - Conditions of Commercial Liability Umbrella Coverage Form CU 00 01 is amended by the addition of the following:

We waive any right of recovery to payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract and included in the "products-completed operations hazard", subject to the following sentence. This waiver only applies to any person or organization whom you have agreed in a written contract or written agreement made prior to the date of the "occurrence" to waive your rights of recovery from such person or organization, but only for payments made under this insurance as a consequence of such contract or agreement.



POLICY NUMBER: 29-U033-01-16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FORM NAME: 30 Day Notice of Cancellation - Certificate Holders

Cancellation Terms:

Should this policy be cancelled before the expiration date, we will send 30 days notice of cancellation to the Certificate Holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

GU207 06-78

Original

---

Authorized Representative Signature

Page 1 of 1

POLICY NUMBER: 29-U033-07-16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FORM NAME: 30 Day Notice of Cancellation - Certificate Holders

Cancellation Terms:

Should this policy be cancelled before the expiration date, we will send 30 days notice of cancellation to the Certificate Holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

GU207 06-78

Original

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Authorized Representative Signature

Page 1 of 1

NAMED INSURED  
US LBM HOLDINGS LLC

ENDORSEMENT EFFECTIVE  
10-30-16

POLICY NUMBER  
90-19827-01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELATION-CERTIFICATE HOLDERS WORKERS  
COMPENSATION

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. Such copies of the notice will be mailed as soon as practicable to the address or addresses provided by your broker or agent.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule below to any benefit, rights or protection under this policy.

Failure by us to provide this notice of cancellation to the person(s) or organization(s) listed or described in the Schedule below will not impose liability of any kind upon us.

Any of these provisions that conflict with a law that controls the notice of cancellation of the insurance in this endorsement is changed by this statement to comply with the law.

SCHEDULE

Person(s) or Organization(s) including mailing address:

PER THE LISTING OF CERTIFICATE HOLDERS PROVIDED BY THE BROKER UPON OUR REQUEST.

All other terms and conditions of this policy remain unchanged.

WC 99 06 72 09 11

US 90-19827-01 00 141

Page 001



OPEN: May 26, 2107

DATE: May 26, 2017

TO: Kimberly Stanton, Buyer FROM: ADMINISTRATION

FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

[illegible]

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

Director, Office of Purchasing

## DISCLOSURE STATEMENT

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

Bidders Name: FELDMAN LUMBER US-LBM LLC  
Address: 1281 METROPOLITAN AVE. BROOKLYN, NY 11237  
Telephone No: 718 786-7777 Fax No: 718 472-3575

1. State Whether: A Corporation ✓  
Individual \_\_\_\_\_  
Partnership \_\_\_\_\_

## GUIDELINES FOR DISCLOSURE

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

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

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

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

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[Signature]  
BIDDER

[Signature]  
TITLE

QUALIFICATION STATEMENT

BIDDER'S NAME:

FRANCIS LUMMA US-LLC

ADDRESS:

1781 Metropolitan Ave Brooklyn, NY 11237

1. STATE WHETHER: CORPORATION L INDIVIDUAL \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_

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

KEVIN BLUMBERG

VICE PRESIDENT

SECRETARY

TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU?  
IF SO WHEN?

5/2017

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 3

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU?  
IF SO, WHERE AND WHY?

NO

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

None

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

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

CHRIS JOHNS MGR

45

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

BID DOCUMENTS WERE REVIEWED IN THEIR ENTIRETY. WE STOLE MANY OF THE ITEMS  
AND HAVE 50 TRUCKS MAKING DELIVERIES EVERY DAY. ALSO WE HAVE A LOCATION IN CROFTON  
MD. WE HAVE MANY SIMILAR CONTRACTS AND WE DECIDE TO ACCEPT THEM

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BIDDER

MGR  
TITLE

**THE FOLLOWING REFERENCES HAVE BEEN CONFIRMED BY THE BUYER,  
KIMBERLY STANTON**

May 26, 2017

Bid #54081-05257-063 - Drywall

Vendor: Feldman Lumber US-LBL, LLC  
1281 Metropolitan Avenue  
Brooklyn, NY 11237

Confirmed References

- 1) Nassau Boces – Spoke w Robert (516-396-2544) 5/26/17  
Vendor Feldman Lumber is very responsible, no complaints
- 2) Town of Hempstead – Spoke with Paul (516-489-5000) 5/26/17  
Vendor Feldman Lumber is very responsible, no complaints
- 3) Suffolk Boces – Spoke with Lorraine (631-549-4900) 5/26/17  
Vendor Feldman Lumber is very responsible, no complaints



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

CHRIS JONES, MANAGER

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

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

1. REFERENCE'S NAME: BOCES NASSAU COUNTY

ADDRESS: 71 CLINTON ROAD

GARDEN CITY, NY 11530-9195

TELEPHONE: 516396-2544 CONTACT PERSON ROBERT T VANDERKAM

CONTRACT DATE: 8-15-16 8-14-17

2. REFERENCE'S NAME: TOWN OF HAMPSHAM

ADDRESS: 350 FRONT ST

HAMPSHAM NY 11550

TELEPHONE: 516489-5000 CONTACT PERSON GARY J PARRISI

CONTRACT DATE: 9-29-16 9-30-17

3. REFERENCE'S NAME: BOCES WESTERN SUFFOLK

ADDRESS: 507 DEER PARK ROAD

HUNTINGTON STATION, NY 11746

TELEPHONE: 631549-4900 CONTACT PERSON CORRAINE HATH

CONTRACT DATE: 1-1-17 6-30-17

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[Signature]  
BIDDER

MAN  
TITLE

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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

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Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

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

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

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgrading's, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgrading's, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

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COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL  
54081-05257-063**

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

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

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

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

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

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

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

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

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

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

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COUNTY OF NASSAU STATE OF NEW YORK**

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

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

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

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

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

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

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COUNTY OF NASSAU STATE OF NEW YORK

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54081-05257-063

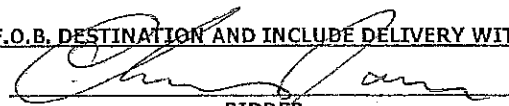
As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.


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

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

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TITLE

**INDEMNIFICATION:**

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

**DEFINITIONS:**

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

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

**IMPORTANT**

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

All proposals and bid documents submitted in response **must** include a completed copy of the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form. Additionally, if the bidder – prospective vendor – utilizes the services of any individual or organization for the purposes of conducting lobbying activities, the proposal **must** also include the Lobbyist Registration and Disclosure Form, completed by that individual/organization.

In addition, all proposals and bid documents submitted in response must include a completed: (i) Business History Form and (ii) Principal Questionnaire for all "principals" who hold a ten percent (10%) or greater ownership interest in the proposer/bidder.

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Instructions for pages 13 -30

- 1) Business history and principal questionnaire Forms
- 2) Consultant's Contractor's and Vendor's Disclosure Form
- 3) Lobbyist Registration and Disclosure Form

These forms must be filled out completely in their entirety (no blanks). Questions must be responded to appropriately not applicable or N/A is not acceptable, write in none if none is the appropriate answer.

Consultant's Contractor's and Vendor's Disclosure (pages 13 – 16) form if you list a name on question 7part A. The lobbyist and only the lobbyist must fill out the Lobbyist Registration and Disclosure Form (pages 17 – 20)

Regarding the Business History Form (page 23), if no conflict exists write in "no conflict exists" in section (a) (i-iii) in section (b) describe any procedures you have in place or would adopt in the future to ensure a conflict of interest does not arise or exist. Examples would be 1) if a conflict of interest should arise guidance should be sought from the County, 2) would be if a conflict of interest should arise we would take the proper measures to correct the situation, 3) Should we hire an employee with a family relationship with a county public servant that might be construed as a possible conflict of interest we would prohibit that employee from being involved in any way with bidding, billing, payment or any other function with the county.

Redacted, website-ready version

Vendors are encouraged to submit an identical website-ready duplicate copy of forms listed on pages 13 through 30 in the event the formal bid is posted for public viewing.

Redacted information must be limited to information that is excepted from FOIL disclosure under Article 6 of the New York State Public Officers Law.

This includes but not limited to:

- 1) social security number
- 2) personal address
- 3) personal phone number
- 4) personal e-mail address
- 5) social media user name
- 6) information of a personal nature the disclosure of which would result in economic or personal hardship.
- 7) Trade secrets or similar information the disclosure of which would cause substantial injury to the competitive position of the person or company providing it.

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**INTENT**

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

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

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

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

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

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

Delivery to be made 21 Days A/R/O.

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

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

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

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

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

NO PARTIAL PAYMENTS WILL BE PAID.

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

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

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

CLAIMANT NAME	DATE
BY (SIGNATURE)	TITLE

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

Vendors may download claim form NIFS560 at the following URL:

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

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

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

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

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

Claimant Name	Date
By Signature	Title

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

Vendors may download claim form NIFS560 at the following URL:

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

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

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

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

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

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

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

BIDDER SHALL STATE WARRANTY PERIOD:

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

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

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

**NEW YORK STATE PRICES:** Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities.

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

STATE PRICE PROTECTION PERIOD: 60 DAYS AFTER BID OPENING

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

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

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

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

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

- A) Certificate of Insurance name the County of Nassau as co-insured: \_\_\_\_\_  
Or  
B) Certificate of Insurance with Indemnification agreement (hold harmless clause): \_\_\_\_\_

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

**GENERAL CONDITIONS:**

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

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

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

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

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

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**GENERAL CONDITIONS Cont.:**

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

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

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

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

**PRODUCT IDENTIFICATION:** If a product(s) is identified by a BRAND NAME, a substitute of equal quality, construction, finish, composition, size, workmanship and performance characteristics may be acceptable. In submitting a bid, each bidder warrants that the substitute product being offered is an equal. Bid sheets shall be so noted of the manufacturer's name and brand of the product offered as an equal. If as a result of an award, a delivery is made of a brand or product represented as an equal which is subsequently deemed to be unacceptable, the Contractor shall be required, at his expense, to pick up the rejected item and replace it with brand(s) listed in this bid, or an acceptable equal which will have the approval of the Director.

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

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

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

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

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

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

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

**NON PERFORMANCE**

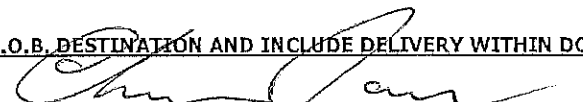
The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the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

**DISCLAIMER**

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

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## NOTICE

READ THIS PAGE OF THE BID CAREFULLY

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

RIGHT TO KNOW LAW AND "OSHA"

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

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

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

### CERTIFICATION:

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

**X**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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## United States Steel Corporation

### Material Safety Data Sheet

USS Code Number: 3C012

Original Issue Date: 09/01/85

Revised: 06/04

#### Section 1 - Chemical Product and Company Identification

**Product/Chemical Name:** Galvanized (Hot Dipped) Sheet – Carbon Steel;  
Galvannealed (Hot Dipped) Sheet – Carbon Steel;  
ACRYZINC® Sheet – Carbon Steel

**Also Includes:** Culvert

**Manufacturer:** United States Steel Corporation, 600 Grant Street, Room 2514H, Pittsburgh, PA 15219-2800

**General Information:** (412) 433-6840 (8:00 am to 5:00 pm); FAX: (412) 433-5016

**Off-Hour Emergency Phone Number:** (412) 433-5811

#### Section 2 - Composition / Information on Ingredients

Ingredient Name	CAS Number	Percentage by wt.	OSHA PEL <sup>1</sup>	ACGIH TLV <sup>2</sup>
Base Metal				
Iron	7439-89-6	>90.0	10 mg/m <sup>3</sup> - Iron oxide fume	5 mg/m <sup>3</sup> - Iron oxide dust and fume
Alloying Elements				
Calcium	7440-70-2	0.10 max.	5 mg/m <sup>3</sup> - Calcium oxide	2 mg/m <sup>3</sup> - Calcium oxide
Carbon	7440-44-0	0.60 max.	15 mg/m <sup>3</sup> -Total dust (PNOR) <sup>3</sup>	10 mg/m <sup>3</sup> - Inhalable fraction <sup>4</sup> (PNOS) <sup>5</sup>
			5 mg/m <sup>3</sup> - Respirable fraction (PNOR)	3 mg/m <sup>3</sup> - Respirable fraction <sup>6</sup> (PNOS)
Copper	7440-50-8	0.50 max.	0.1 mg/m <sup>3</sup> - Fume (as Cu)	0.2 mg/m <sup>3</sup> - Fume
			1 mg/m <sup>3</sup> - Dusts & mists (as Cu)	1 mg/m <sup>3</sup> - Dusts & mists (as Cu)
Manganese	7439-96-5	1.50 max.	5 mg/m <sup>3</sup> (C) - Fume & Mn compounds	0.2 mg/m <sup>3</sup>
Phosphorus	8049-19-2	0.15 max.	15 mg/m <sup>3</sup> - Total dust (PNOR)	10 mg/m <sup>3</sup> - Inhalable fraction (PNOS)
			5 mg/m <sup>3</sup> - Respirable fraction (PNOR)	3 mg/m <sup>3</sup> - Respirable fraction (PNOS)
Silicon	7440-21-3	0.60 max.	15 mg/m <sup>3</sup> - Total dust	10 mg/m <sup>3</sup>
			5 mg/m <sup>3</sup> - Respirable fraction	
Sulfur	7704-34-9	0.04 max.	15 mg/m <sup>3</sup> - Total dust (PNOR)	10 mg/m <sup>3</sup> - Inhalable fraction (PNOS)
			5 mg/m <sup>3</sup> - Respirable fraction (PNOR)	3 mg/m <sup>3</sup> - Respirable fraction (PNOS)
Metallic Coating *				
Aluminum	7429-90-5	0.055 max.	15 mg/m <sup>3</sup> - Total dust	10 mg/m <sup>3</sup> - Metal Dust
			5 mg/m <sup>3</sup> - Respirable fraction	5 mg/m <sup>3</sup> - Welding fume
Antimony	7440-36-0	0.011 max.	0.5 mg/m <sup>3</sup>	0.5 mg/m <sup>3</sup>
Iron	7439-89-6	0.8 max.	10 mg/m <sup>3</sup> - Iron oxide fume	5 mg/m <sup>3</sup> - Iron oxide dust and fume
Lead	7439-92-1	0.004 max.	0.05 mg/m <sup>3</sup> <sup>7</sup>	0.05 mg/m <sup>3</sup>
Zinc	7440-66-6	0.15-9.1	5 mg/m <sup>3</sup> - Fume	5 mg/m <sup>3</sup> - Fume
			15 mg/m <sup>3</sup> - Total dust	10 mg/m <sup>3</sup> - Fume (STEL)
			5 mg/m <sup>3</sup> - Respirable fraction	10 mg/m <sup>3</sup> - Dust

#### Notes:

- \* Percent weight of metallic coating is a percent of the total product.
- Galvanized sheet surfaces may be chemically treated, generally at the customer's specification, with trace amounts of chromate solution (approximately 1 to 2 mg/ft<sup>2</sup> per side or <0.002% of total product weight) to prevent humid storage stain, and/or phosphate solution (<300 mg/ft<sup>2</sup> or <0.3%) to enhance paint adherence and formability. Surface may also be treated with small amounts (<0.05%) of corrosion-inhibiting oil.



- ACRYZINC® product has a thin clear resin film (approximately 100 mg/ft<sup>2</sup> per side) over the galvanized coating. This film consists of a water-insoluble acrylic polymer/chromium matrix in approximately a 100/1 ratio. The composition of the acrylic coating, as a percentage of the total product weight, is <0.1% polymers and <0.001% chromium.
- All commercial steel products may contain small amounts of various elements in addition to those specified. These small quantities (less than 0.1%) may exist as intentional additions, or as "trace" or "residual" elements that generally originate in the raw materials used. These elements may include: aluminum, antimony, arsenic, boron, cadmium, calcium, chromium, cobalt, columbium, copper, lead, molybdenum, nickel, silicon, tin, titanium, vanadium, and zirconium.

<sup>1</sup> OSHA Permissible Exposure Limits (PELs) are 8-hour TWA (time-weighted average) concentrations unless otherwise noted. A ("C") designation denotes a ceiling limit, which should not be exceeded during any part of the working exposure unless otherwise noted. A Short Term Exposure Limit (STEL) is defined as a 15-minute exposure, which should not be exceeded at any time during a workday.

<sup>2</sup> Threshold Limit Values (TLV) established by the American Conference of Governmental Industrial Hygienists (ACGIH) are 8-hour TWA concentrations unless otherwise noted.

<sup>3</sup> PNOR (Particulates Not Otherwise Regulated). All inert or nuisance dusts, whether mineral, inorganic, or organic, not listed specifically by substance name are covered by the PNOR limit which is the same as the inert or nuisance dust limit of 15 mg/m<sup>3</sup> for total dust and 5 mg/m<sup>3</sup> for the respirable fraction.

<sup>4</sup> Inhalable fraction. The concentration of inhalable particulate for the application of this TLV is to be determined from the fraction passing a size-selector with the characteristics defined in the ACGIH TLVs and BEIs Appendix D, paragraph A.

<sup>5</sup> PNOS (Particulates Not Otherwise Specified). Particulates identified under the PNOS heading are "nuisance dusts" containing no asbestos and <1% crystalline silica. A TWA-TLV of 10 mg/m<sup>3</sup> for inhalable particulate and 3 mg/m<sup>3</sup> for respirable particulate has been recommended.

<sup>6</sup> Respirable fraction. The concentration of respirable dust for the application of this limit is to be determined from the fraction passing a size-selector with the characteristics defined in the ACGIH TLVs and BEIs Appendix D, paragraph C.

<sup>7</sup> The 8-hour PEL is 50 ug/m<sup>3</sup>. If an employee is exposed to lead for more than 8 hours in any work day, the PEL, as a TWA for that day, shall be reduced according to the following formula: Maximum permissible limit (in ug/m<sup>3</sup>) = 400 divided by hours worked in that day. The Action Level is 30 ug/m<sup>3</sup> averaged over an 8-hour period.

### Section 3 - Hazards Identification

#### ☆☆☆☆☆ Emergency Overview ☆☆☆☆☆

This formed solid metal product poses little or no immediate health or fire hazard. When product is subjected to welding, burning, melting, sawing, brazing, grinding, or other similar processes, potentially hazardous airborne particulate and fumes may be generated. Avoid inhalation of metal dusts and fumes. Operations having the potential to generate airborne particulates should be performed in well ventilated areas and, if appropriate, respiratory protection and other personal protective equipment should be used. Iron or steel foreign bodies imbedded in the cornea of the eye may produce rust stains unless removed fairly promptly.

#### Potential Health Effects

**Primary Entry Routes:** Inhalation and skin, if coated. Steel products in the natural state do not present an inhalation, ingestion or contact hazard. However, operations such as burning, welding, sawing, brazing, machining and grinding may result in the following effects if exposures exceed recommended limits as listed in Section 2.

**Target Organs:** Respiratory system.

#### Acute Effects:

- **Inhalation:** Excessive exposure to high concentrations of dust may cause irritation to the eyes, skin and mucous membranes of the upper respiratory tract. Excessive inhalation of fumes of freshly formed metal oxide particles sized below 1.5 microns and usually between 0.02-0.05 microns from many metals can produce an acute reaction known as "metal fume fever". Symptoms consist of chills and fever (very similar to and easily confused with flu symptoms), metallic taste in the mouth, dryness and irritation of the throat followed by weakness and muscle pain. The symptoms come on in a few hours after excessive exposures and usually last from 12 to 48 hours. Long-term effects from metal fume fever have not been noted. Freshly formed oxide fumes of manganese, copper and zinc have been associated with causing metal fume fever. Although not expected to cause effects based upon the quantity present in the material, inhalation or ingestion of lead particles may result in lead-induced systemic toxicity. Symptoms of lead poisoning include abdominal cramps, anemia, muscle weakness and headache.

- **Eye:** Excessive exposure to high concentrations of dust may cause irritation to the eyes. Particles of iron or iron compounds, which become imbedded in the eye, may cause rust stains unless removed fairly promptly. Torch or burning operations on steel products with surface treatments, oil coatings, or acrylic films may produce emissions that can be irritating to the eyes.
- **Skin:** Skin contact with dusts may cause irritation or sensitization, possibly leading to dermatitis. Repeated or prolonged contact with chemical surface treatments or oil residue may cause skin irritation, dermatitis, ulceration or allergic reactions in sensitized individuals.
- **Ingestion:** Ingestion of harmful amounts of this product as distributed is unlikely due to its solid insoluble form. Ingestion of dust may cause nausea and/or vomiting.

**Chronic Effects:** Chronic inhalation of metallic fumes and dusts are associated with the following conditions:

- **IRON OXIDE:** Chronic inhalation of excessive concentrations of iron oxide fumes or dusts may result in the development of a benign pneumoconiosis, called siderosis, which is observable as an X-ray change. No physical impairment of lung function has been associated with siderosis.
- **CALCIUM:** Depending on the concentration and duration of exposure, repeated or prolonged inhalation may cause inflammation of the respiratory passages, ulcers of the mucous membranes, and possible perforation of the nasal septum. Repeated or prolonged skin contact may cause dermatitis.
- **CARBON:** Chronic inhalation of high concentrations to carbon may cause pulmonary disorders.
- **COPPER:** Skin contact with dusts may cause irritation or sensitization, possibly leading to dermatitis. Repeated or prolonged contact with surface treatments or oil residue may cause skin irritation, dermatitis, ulceration or allergic reactions in sensitized individuals.
- **MANGANESE:** Chronic exposure to high concentrations of manganese fumes and dusts may adversely affect the central nervous system with symptoms including languor, sleepiness, weakness, emotional disturbances, spastic gait, mask-like facial expression and paralysis. Animal studies indicate that manganese exposure may increase susceptibility to bacterial and viral infections.
- **PHOSPHOROUS:** Inhalation of dusts and fumes of ferrophosphorus and phosphorous oxides may cause respiratory irritation.
- **SILICON:** Silicon dusts are a low health risk by inhalation and should be treated as a nuisance dust.
- **SULFUR:** Sulfur compounds, present in the fumes, may irritate the skin, eyes, lungs and gastrointestinal tract.
- **ALUMINUM:** Aluminum dusts/fines are a low health risk by inhalation and should be treated as a nuisance dust.
- **ANTIMONY:** Exposure to high concentrations of antimony dust or fumes can cause inflammation of the skin and mucous membranes, headache, dizziness, sleeplessness, bitter taste, nausea, vomiting, diarrhea, abdominal cramps, muscular pains, enlarged liver, pharyngitis, bronchitis, pneumonia.
- **LEAD:** Lead is classified among the highly toxic heavy metals. It is a cumulative hazard (accumulates in the bone and body tissue) and is a systemic poison that may affect a variety of organ systems, including the central nervous system, kidneys, reproductive system, blood formation, and gastrointestinal tract. Symptoms of chronic over-exposure include loss of appetite, nausea, metallic taste in the mouth, constipation, anxiety, anemia, fatigue, headache, muscle and joint pain, and colic accompanied by severe abdominal pain. Paralysis of the extensor muscles of the arms or legs, with wrist and/or foot drop, may result if the peripheral nervous system is affected. Long-term over-exposure may produce kidney damage. Reproductive damage is characterized by decreased sex drive, impotence, and sterility in men; and decreased fertility, abnormal menstrual cycles, and miscarriages in women. Unborn children may suffer neurological damage or developmental problems due to excessive lead exposure in pregnant women. Prolonged or repeated skin contact to lead dust may result in dermatitis. Systemic toxicity may develop if lead is transferred to the mouth by cigarettes, chewing tobacco, food or make-up. Prolonged eye contact may cause conjunctivitis.
- **ZINC:** Latent liver dysfunction and gastrointestinal disturbances with pressure in the stomach region, nausea, and weakness have been reported from repeated inhalation zinc oxide. Repeated or prolonged skin contact to zinc oxide, coupled with poor personal hygiene, may result in "oxide pox" due to clogging of sebaceous glands. "Oxide pox", especially localized to moist areas, is characterized by small red, hard projecting papules with a central white plug, which develops into a pustule with intense itching. The lesions usually clear within 7-10 days. Repeated or prolonged eye contact with zinc oxide fume may produce conjunctivitis.

Long-term inhalation exposure to high concentrations (over-exposure) to pneumoconiotic agents may act synergistically with inhalation of oxides, fumes or dusts of this product to cause toxic effects.

**Chemical Surface Treatments/Coatings:** The possible presence of chemical surface treatments and oil coatings should be considered when evaluating potential employee health hazards and exposures during handling and welding or other fume generating activities. Removal of surface coatings should be considered prior to such activities. Repeated or prolonged contact with chemical surface treatments or oil residue may cause skin irritation, dermatitis, ulceration or allergic reactions in sensitized individuals. Torch or burning operations on steel products with surface treatments, oil coatings or acrylic films may produce emissions that can be irritating to the eyes and respiratory tract. Inhalation of hexavalent chromium compounds may cause ulceration of the mucous membranes of the nasal septum and has been related to an increased incidence of lung cancer.

**Carcinogenicity:** The International Agency for Research on Cancer (IARC), the National Toxicology Program (NTP), and OSHA do not list steel products as carcinogens. IARC identifies lead and welding fumes as Group 2B carcinogens (possibly carcinogenic to humans). EPA lists lead as Group B2 (probable human carcinogen) based on a combination of sufficient evidence in animals and inadequate evidence in humans. When specified, a hexavalent chromium passivation treatment is applied to the product surface. IARC lists hexavalent chromium compounds as Group 1 (sufficient evidence for carcinogenicity in humans). NTP lists certain hexavalent chromium compounds as Group 1 (known to be carcinogenic). The American Conference of Governmental Industrial Hygienists (ACGIH) lists hexavalent chromium compounds as A1 (confirmed human carcinogen).

**Medical Conditions Aggravated by Long-Term Exposure:** Individuals with chronic respiratory disorders (i.e., asthma, chronic bronchitis, emphysema, etc.) may be adversely affected by any fume or airborne particulate matter exposure.

**SARA Potential Hazard Categories:** Immediate Acute Health Hazard; Delayed Chronic Health Hazard.

#### Section 4 - First Aid Measures

**Inhalation:** For over-exposure to airborne fumes and particulate, remove exposed person to fresh air. If breathing is difficult or has stopped, administer artificial respiration or oxygen as indicated. Seek medical attention promptly. Metal fume fever may be treated by bed rest, and administering a pain and fever reducing medication.

**Eye Contact:** Flush with large amounts of clean water to remove particles. Seek medical attention if irritation persists.

**Skin Contact:** Remove contaminated clothing. Wash affected areas with soap or mild detergent and water. If thermal burn has occurred, flush area with cold water and seek medical attention. If a persistent rash or irritation occurs, seek medical attention.

**Ingestion:** Not a probable route of industrial exposure. However, if ingested, seek medical attention immediately.

#### Section 5 - Fire-Fighting Measures

**Flash Point:** Not applicable

**Flash Point Method:** Not applicable

**Burning Rate:** Not applicable

**Flammability Classification:** Non-flammable, non-combustible

**Extinguishing Media:** Not applicable for solid product. Use extinguishers appropriate for surrounding materials.

**Unusual Fire or Explosion Hazards:** Not applicable for solid product. Do not use water on molten metal.

**Hazardous Combustion Products:** At temperatures above the melting point, fumes containing metal oxides and other alloying elements may be liberated. The acrylic resin in the ACRYZINC™ coating may yield particulates which are irritating to the eyes and respiratory tract and noxious gases such as the oxides of carbon.

**Fire-Fighting Instructions:** Do not release runoff from fire control methods to sewers or waterways.

**Fire-Fighting Equipment:** Wear a self-contained breathing apparatus (SCBA) with a full facepiece operated in pressure-demand or positive-pressure mode and full protective clothing.

#### Section 6 - Accidental Release Measures

**Spill /Leak Procedures:** Not applicable to steel in solid state. For spills involving finely divided particles, clean-up personnel should be protected against contact with eyes and skin. If material is in a dry state, avoid inhalation of dust. Fine, dry material should be removed by vacuuming or wet sweeping methods to prevent spreading of dust. Avoid using compressed air. Do not release into sewers or waterways. Collect material in appropriate, labeled containers for recovery or disposal in accordance with federal, state, and local regulations.

**Regulatory Requirements:** Follow applicable OSHA regulations (29 CFR 1910.120) and all other pertinent state and federal requirements.

**Disposal:** Contact your supplier or a licensed contractor for detailed recommendations. Follow applicable Federal, state, and local regulations.

#### Section 7 - Handling and Storage

**Handling Precautions:** Operations with the potential for generating high concentrations of airborne particulates should be evaluated and controlled as necessary. Practice good housekeeping. Avoid breathing metal fumes and/or dust.

**Storage Requirements:** Store away from acids and incompatible materials.

#### Section 8 - Exposure Controls / Personal Protection

**Engineering Controls:** Use controls as appropriate to minimize exposure to metal fumes and dusts during handling operations.

**Ventilation:** Provide general or local exhaust ventilation systems to minimize airborne concentrations. Local exhaust ventilation is preferred because it prevents contaminant dispersion into the work area by controlling it at its source.

**Administrative Controls:** Do not use compressed air to clean-up spills.

**Respiratory Protection:** Seek professional advice prior to respirator selection and use. Follow OSHA respirator regulations (29 CFR 1910.134) and, if necessary, wear a NIOSH-approved respirator. Select respirator based on its suitability to provide adequate worker protection for given working conditions, level of airborne contamination, and presence of sufficient oxygen.

**Protective Clothing/Equipment:** For operations which result in elevating the temperature of the product to or above its melting point or result in the generation of airborne particulates, use protective clothing, gloves and safety glasses to prevent skin and eye contact. Contact lenses should not be worn where industrial exposures to this material are likely. Use safety glasses or goggles as required for welding, burning, sawing, brazing, grinding or machining operations. Protective gloves should be worn as required for welding, burning or handling operations. Where the surface treatments are applied to the product, wear gloves when handling. Do not continue to use gloves or work clothing that has become saturated or soaked through with oil coating. Wash skin that has been exposed to oil with soap and water or waterless hand cleaner.

## Section 9 - Physical and Chemical Properties

**Physical State:** Solid

**Appearance and Odor:** Metallic Gray, Odorless

**Odor Threshold:** Not applicable

**Vapor Pressure:** Not applicable

**Vapor Density (Air=1):** Not applicable

**Formula Weight:** Not applicable

**Density:** 7.85 g/cc

**Specific Gravity (H<sub>2</sub>O=1, at 4 °C):** 7.85

**pH:** Not applicable

**Water Solubility:** Insoluble

**Other Solubilities:** Not applicable

**Boiling Point:** Not applicable

**Viscosity:** Not applicable

**Refractive Index:** Not applicable

**Surface Tension:** Not applicable

**% Volatile:** Not applicable

**Evaporation Rate:** Not applicable

**Freezing/Melting Point:** Base Metal – 2750 °F

Metallic Coating – 800-900 °F

## Section 10 - Stability and Reactivity

**Stability:** Steel products are stable under normal storage and handling conditions.

**Polymerization:** Hazardous polymerization cannot occur.

**Chemical Incompatibilities:** Will react with strong acids to form hydrogen. Iron oxide dusts in contact with calcium hypochlorite evolve oxygen and may cause an explosion.

**Conditions to Avoid:** Storage with strong acids or calcium hypochlorite.

**Hazardous Decomposition Products:** Thermal oxidative decomposition of galvanized steel products can produce fumes containing oxides of zinc, iron and manganese as well as other elements. The acrylic resin in the ACRYZINC® coating may yield irritating particulates and noxious gases such as the oxides of carbon upon thermal oxidative decomposition.

## Section 11 - Toxicological Information

No information is available for galvanized steel or ACRYZINC™ sheet as a mixture. The possible presence of chemical surface treatments and coatings should be considered when evaluating potential employee health hazards and exposures during handling and welding or other fume generating activities.

### Eye Effects:

Eye contact with the individual components may cause particulate irritation. Implantation of iron particles in guinea pig corneas has resulted in rust rings with corneal softening about rust ring. Repeated or prolonged eye contact with zinc oxide fume may produce conjunctivitis.

### Skin Effects:

Skin contact with the individual dust components may cause physical abrasion, irritation and dermatitis.

### Toxicity Data:\*

#### Acute Inhalation Effects:

Inhalation of the individual alloy components has been shown to cause various respiratory effects.

#### Acute Oral Effects:

No data available

**Other:** No LC50 or LD50 has been established for the mixture as a whole.

Iron LD50: 30 g/kg oral (rat). Calcium LD50: No data. Carbon LD50: No data. Copper TD<sub>Lo</sub>: 120 ug/kg oral (human). Manganese LD50: 9 g/kg oral (rat). Phosphorous LD50: No data. Silicon LD50: 3160 mg/kg oral (rat). Sulfur LD: >8437 mg/kg oral (rat). Aluminum LD50: No data. Antimony LD50: No data. Lead TD<sub>Lo</sub>: 450 mg/kg/6 yrs. oral (human). Zinc TC<sub>Lo</sub>: 124 mg/m<sup>3</sup>/50 min. inhalation (human).

**Chronic Effects:** See Section 3.

**Carcinogenicity:** Lead; Chromium (in surface passivation treatment, if specified).

**Mutagenicity:** No data available

**Teratogenicity:** No data available

\* See NIOSH, RTECS: (NO4565500) for additional toxicity data on iron; (EV8040000) for calcium, (FF5250000) for carbon; (GL5325000) for copper; (OO9275000) for manganese; (VW0400000) for silicon, (WS4250000) for sulfur; (BD0330000) for aluminum; (CC4025000) for antimony; (OF7525000) for lead; (ZG8600000) for zinc.

## Section 12 - Ecological Information

**Ecotoxicity:** No data available for galvanized steel or ACRYZINC® sheet as a whole. However, individual components have been found to be toxic to the environment. Metal dusts may migrate into soil and groundwater and be ingested by wildlife. Lead can be bioaccumulated in plants and water organisms, especially shellfish.

**Environmental Fate:** No data available.

**Environmental Degradation:** No data available.

**Soil Absorption/Mobility:** No data available for galvanized steel or ACRYZINC® sheet as a whole. However, individual components have been found to be absorbed by plants from soil.

## Section 13 - Disposal Considerations

**Disposal:** Steel scrap should be recycled whenever possible. Product dusts and fumes from processing operations should also be recycled, or classified by a competent environmental professional and disposed of in accordance with applicable federal, state or local regulations.

**Container Cleaning and Disposal:** Follow applicable Federal, state and local regulations. Observe safe handling precautions.

## Section 14 - Transport Information

### DOT Transportation Data (49 CFR 172.101):

Galvanized steel and ACRYZINC® sheet are not listed as hazardous substances under 49 CFR 172.101.

**Shipping Name:** Not applicable

**Shipping Symbols:** Not applicable

**Hazard Class:** Not applicable

**ID No.:** Not applicable

**Packing Group:** Not applicable

**Label:** Not applicable

**Special Provisions (172.102):** None

### Packaging Authorizations

a) **Exceptions:** None

b) **Non-bulk Packaging:** Not applicable

c) **Bulk Packaging:** Not applicable

### Quantity Limitations

a) **Passenger, Aircraft, or Railcar:** Not applicable

b) **Cargo Aircraft Only:** Not applicable

### Vessel Stowage Requirements

a) **Vessel Stowage:** Not applicable

b) **Other:** Not applicable

## Section 15 - Regulatory Information

**Regulatory Information:** *The following listing of regulations relating to a United States Steel Corporation product may not be complete and should not be solely relied upon for all regulatory compliance responsibilities.*

This product and/or its constituents are subject to the following regulations:

### OSHA Regulations:

**Air Contaminant (29 CFR 1910.1000, Table Z-1, Z-1-A):** The product as a whole is not listed. However, individual components of the product are listed.

**OSHA Specifically Regulated Substance:** Lead (29 CFR 1910.1025).

### EPA Regulations:

**RCRA (40CFR261):** Steel scrap is not regulated as a solid waste or a hazardous waste under this act. If product dusts and/or fumes from processing operations are not recycled, they are considered to be a solid waste and may be classified as a hazardous waste depending on the toxicity characteristics of the dust as defined within 40CFR261.24.

**CERCLA Hazardous Substance (40 CFR 302.4):** The product as a whole is not listed. However, individual components of the product are listed: Antimony (Reportable Quantity (RQ)-5000#), Copper (RQ-5000#), and Lead(RQ-10#). Manganese compounds are also listed although no reportable quantity is assigned to this generic or broad class.

**SARA 311/312 Codes (40CFR370):** Immediate (acute) health hazard and delayed (chronic) health hazard.

**SARA 313 (40CFR372.65):** Manganese and Zinc are subject to SARA 313 reporting requirements. . Please note that if you prepackage or redistribute this product to industrial customers, SARA 313 requires that a notice be sent to those customers.

**State Regulations:** The product as a whole is not listed in any state regulations. However, individual components of the product are listed in various state regulations.

**Pennsylvania Right to Know:** Contains regulated material in the following categories:

- **Hazardous Substances:** Calcium, Silicon and Sulfur.
- **Environmental Hazards:** Aluminum, Antimony, Copper, Lead, Manganese and Zinc.

**New Jersey Right to Know:** Contains regulated material in the following categories:

- **Hazardous Substance:** Aluminum (dust and fume), Antimony, Copper, Manganese and Sulfur.
- **Special Health Hazard Substances:** Lead.

**California Prop. 65:** This product may contain an extremely small amount of lead in the metallic coating. Per customer specification, an extremely small amount of hexavalent chromium passivation treatment may be applied to the surface of the galvanized steel product. Lead and hexavalent chromium are materials known to the State of California to cause cancer or reproductive toxicity. In addition, the product may also possibly contain trace quantities (generally much less than 0.1%) of other metallic elements known to the State of California to cause cancer or reproductive toxicity. These include arsenic (inorganic), cadmium and nickel.

**Other Regulations:** The product as a whole is not listed in any state regulations. However, individual components of the product are listed in various state regulations.

**WHMIS Classification (Canadian):** D-2

## Section 16 - Other Information

**Prepared By:** United States Steel Corporation

**Hazard Rating Systems:**

NFPA Code: 1-0-0

HMIS Code: 1\*-0-0 PPE: See Section 8 \* Denotes possible chronic hazard if airborne dusts or fumes are generated.

**Disclaimer:** All information, recommendations, and suggestions appearing herein concerning this product are taken from sources or based upon data believed to be reliable. Although reasonable care has been taken in the preparation of this information, United States Steel Corporation extends no warranties or guarantees, express or implied, makes no representations, and assumes no responsibility as to the accuracy, reliability or completeness of the information presented. Since the actual use of the product described herein is beyond our control, United States Steel Corporation assumes no liability arising out of the use of the product by others. It is the user's responsibility to determine the suitability of the information presented herein, to assess the safety and toxicity of the product under their own conditions of use, and to comply with all applicable laws and regulations. Appropriate warnings and safe handling procedures should be provided to handlers and users.

HAZARDOUS COMMUNICATION LABEL



**CARBON STEEL-METALLIC COATING**

**WARNING!** CANCER HAZARD (CONTAINS LEAD AND/OR NICKEL).

EXPOSURE TO HIGH CONCENTRATIONS OF DUST OR FUME DURING WELDING, BURNING, MELTING, CUTTING, BRAZING, GRINDING AND POSSIBLY MACHINING, ETC., MAY PRODUCE IMMEDIATE OR DELAYED DAMAGE TO LUNGS OR OTHER ORGANS. EXPOSURE MAY ALSO CAUSE REPRODUCTIVE DISORDERS THROUGH INHALATION OR INGESTION OF LEAD.

EXCESSIVE INHALATION OF ZINC OXIDE FUMES FROM GALVANIZED PRODUCT (3C012) CAN PRODUCE AN ACUTE REACTION KNOWN AS "METAL FUME FEVER", WITH FLU-LIKE SYMPTOMS LASTING FROM 12 TO 48 HOURS.

THIS PRODUCT MAY BE COATED WITH MATERIALS THAT COULD RESULT IN SKIN IRRITATION WITH PROLONGED CONTACT.

**PRECAUTIONS:** AVOID BREATHING OR INGESTING DUST OR FUME. ADEQUATE VENTILATION IS REQUIRED WHILE WELDING, BURNING, MELTING, CUTTING, BRAZING, GRINDING AND MACHINING.

AVOID SKIN CONTACT IF MATERIAL IS COATED.

**FIRST AID:** FOR OVEREXPOSURE TO AIRBORNE DUST AND FUME, REMOVE EXPOSED PERSON TO FRESH AIR. IF BREATHING IS DIFFICULT OR HAS STOPPED, ADMINISTER ARTIFICIAL RESPIRATION OR OXYGEN AS INDICATED. SEEK MEDICAL ATTENTION PROMPTLY.

IF PRODUCT IS COATED AND EXCESSIVE SKIN CONTACT OCCURS, WASH WITH SOAP AND WATER. IF IRRITATION DEVELOPS, SEEK MEDICAL ATTENTION.

**ADDITIONAL INFORMATION:** REFER TO MATERIAL SAFETY DATA SHEETS USS CODE NOS. 3C012, 3C014, 3C015, FOR FURTHER INFORMATION ON SPECIFIC PRODUCTS.

United States Steel Corporation, 600 Grant Street, Room 2514H, Pittsburgh, PA 15219-2800



## Material Safety Data Sheet

PermaBase® BRAND Cement Board Products

MSDS No: GB-1504

Date: May 22, 2006  
Supersedes Date: January 26, 2004

### 1. PRODUCT AND COMPANY INFORMATION

**Manufacturer Information:**

National Gypsum Company  
2001 Rexford Road  
Charlotte, NC 28211

**For Emergency Product Information Call:**

Director Quality Services  
(704) 551-5820 - 24 Hour Emergency Response  
Website: [www.nationalgypsum.com](http://www.nationalgypsum.com)

Product Name: PermaBase  
PermaBase Flex

Use: Underlayment for Ceramic Tile on floors, countertops, EIFS systems.

Generic Descriptions: Gray cementitious material sandwiched between two layers of fiber mesh with a double wrapped edge.

### 2. HAZARDS IDENTIFICATION

Appearance and Odor: Gray solid with slight organic odor upon opening that dissipates quickly.

Contains no asbestos. HMIS Hazard Class No. 1, 0, 0.

#### Emergency Overview

PermaBase® BRAND Cement Board Products do not present an inhalation, ingestion, or contact health hazard unless subjected to operations such as sawing, sanding or machining which result in the generation of airborne particulate. Dust generated is alkaline, and could cause corrosive damage to skin, tissues, and eyes. Wear eye and skin protection. This product also contains quartz (crystalline silica) as a naturally occurring contaminant. It is recommended that a NIOSH approved particulate respirator be worn whenever working with this product results in airborne dust exposure exceeding the prescribed limits. (See Section 11 - Toxicological Information)

#### OSHA Regulatory Status

While this material is not considered hazardous by the OSHA Hazard Communication Standard (29CFR 1910.1200), this MSDS contains valuable information critical to the safe handling and proper use of the product. This MSDS should be retained and available for employees and other users of this product.



**2. HAZARDS IDENTIFICATION (CONTINUED)****Potential Health Effects**

Primary Routes of Entry: Inhalation, Dermal contact

Target Organs: Respiratory system, skin, eyes.

Inhalation: Acute exposure to airborne dust concentrations in excess of the PEL/TLV may result in coughing, dyspnea, wheezing, and a burning irritation of the nose, throat, and upper respiratory tract, along with possible impaired pulmonary function. Chronic exposures may result in lung disease (silicosis and/or lung cancer). (See Section 11 - Toxicological Information)

Exposures to respirable crystalline silica have not been documented during normal use of this product. However, good housekeeping practices and industrial hygiene monitoring is recommended when the potential for significant exposure exists.

Skin Contact: Contact with wet portland cement may cause severe irritation, redness, and possible burns. Continued and prolonged contact may result in drying of the skin. Contact with dust or glass fibers may produce itching, rash and/or redness. Repeated or prolonged exposure may result in dermatitis.

Eye Contact: Contact with dust may cause burns and/or mechanical irritation. Do not wear contact lenses if dust will be generated.

Ingestion: Wet product is alkaline, and may cause chemical burns to the mouth, throat, esophagus and stomach. Gastrointestinal irritation or bleeding may develop.

**3. COMPOSITION/INFORMATION ON INGREDIENTS**

<u>Component</u>	<u>CAS-Number</u>	<u>Weight Percent</u>
Portland Cement	65997-15-1	<25
High Alumina Cement	65997-16-2	<6
Pozzolan		<25
Sand		<50
Naphthalene Sulfonate		<2
Crystalline Silica (Quartz)	14808-60-7	<5
Fiberglass Scrim	65997-17-3	<5

**4. FIRST AID MEASURES**

- **Inhalation:** Remove exposed individual to fresh air immediately. If breathing difficulty persists, seek medical attention.
- **Skin:** Flush and wash skin with soap and water. Utilize lotions to alleviate dryness if present. Seek medical attention if irritation persists.
- **Eye:** Do not rub or scratch eyes. Immediately flush eyes with water for 15 minutes. Seek medical attention to evaluate for burns or scratches.
- **Ingestion:** Product is not intended to be ingested. Large amounts may cause abdominal discomfort or possible obstruction of the digestive tract. Seek medical attention if problems persist.

#### **4. FIRE FIGHTING MEASURES**

**Flammable Properties**

- Not flammable or combustible
- NFPA Hazard Class No: 0/0/0

**Extinguishing media**

- Dry chemical, foam, water, fog or spray

**Protection of firefighters**

- Standard protective equipment and precautions

**Fire and Explosion Hazards**

- None

**Hazardous Combustion Products**

- None known

#### **6. ACCIDENTAL RELEASE MEASURES**

Not applicable, as product is an article composite.

General recommendations:

- Wear appropriate Personal Protective Equipment. (See Section 8)
- Maintain proper ventilation.
- Pick-up larger pieces to avoid a tripping hazard. Sweep or vacuum remaining material into a waste container for disposal. Use a light water spray to minimize dust generation.
- Waste material is not a hazardous waste. Dispose of in accordance with applicable federal, state, and local regulations.

#### **7. HANDLING AND STORAGE**

- Avoid contact with eyes, skin and clothing.
- Wear recommended personal protective equipment when handling. (See Section 8)
- Avoid breathing dust.
- Minimize generation of dust.
- Utilize proper lifting techniques when moving product and employ mechanical/ergonomic assistance when possible (i.e. move with forklifts, hold in place with lifts) to minimize the risk of back injury.
- Store material in a cool, dry, ventilated area, away from excessive heat or sunlight.
- Store panels flat to minimize damage.
- Do not stack panels too high when storing to minimize the risk of falling.