



A-31-17

Nassau County

Office of Purchasing

Staff Summary A-31-2017

Subject: Plywood (S/B # 54059-05167-057)

Department: Office of Purchasing

Department Head Name: Eric C. Naughton

Department Head Signature: *[Signature]*

Date: May 24, 2017

Vendor Name: Feldman Lumber US-LBL, LLC

Contract Number: A-30-2017

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	6/12/17	Counsel to C.E.
	Budget	NPS 6/1/17	County Atty.
6/27/17 EH	Deputy C.E.	6/27/17 EH	County Exec.

Narrative

Purpose: To award and execute a blanket purchase order for plywood 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 eight (8) vendors viewed the bid, of which one (1) vendor was a woman/minority owned business and one (1) was a minority owned business. Minority Affairs was given a copy of the bid. Three (3) vendors submitted bids.

Feldman Lumber US-LBL, LLC, is located in Brooklyn, New York and submitted a bid for all eighty-seven (87) items.

Impact on Funding: Estimated annual usage will be One Hundred Eighty-Five Thousand Dollars (\$185,000.00) 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: *[Signature]* 6/5/17

INSURANCE SECTION

RECEIVED
JUN 26 2017
NASSAU COUNTY
OFFICE OF PURCHASING

RECEIVED
JUN 26 4 10 17
NASSAU COUNTY
OFFICE OF PURCHASING

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 54059-05167-057 for plywood 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-31-2017

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 AMOUNT OF ONE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$185,000.00) 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 PLYWOOD 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: FELDMAN LUMBER CO. - CBT 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

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None
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

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Page 3 of 4

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.

Dated: 5-17-17

Signed: 

Print Name: CHRISTOPHER JOHNS

Title: MANAGER

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

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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 KEITH BLUMBERG
Date of birth 8/29/66
Home address 1036 PARK AVE
City/state/zip NEW YORK, NY 10028
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 1/1/14
Chairman of Board 1/1/14 Shareholder 1/1/14
Chief Exec. Officer 1/1/14 Secretary 1/1/14
Chief Financial Officer 1/1/14 Partner 1/1/14
Vice President 1/1/14
(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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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.

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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 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, KEATH 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-CORP. LLC
Name of submitting business

KEATH BLUMBERG
Print name

[Signature]
Signature

PRESIDENT
Title

6 / 20 / 2017
Date

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[Signature]
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[Signature]
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: 5-12-17

1) Proposer's Legal Name: FRANKLIN LUMBER CO. LLC

2) Address of Place of Business: 1201 METROPOLITAN AVE BROOKLYN, NY 11237

List all other business addresses used within last five years:
NONE

3) Mailing Address (if different): _____

Phone: 718 286-7777

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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[Signature]
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[Signature]
TITLE

- 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 WOULD 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.

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TITLE



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). 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

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

- i) Date of formation;
- 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. 4

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 HAMPSHIRE
Contact Person GARY J PARIS
Address 350 FRONT ST
City/State HAMPSHIRE, NY 11550
Telephone 516 489 5000
Fax # 516 489-6353
E-Mail Address _____

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TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
54059-05167-057

Company BOLAS Nassau County
Contact Person ROBERT T WAHDECKEN
Address 71 CLINTON RD
City/State GARDEN CITY, NY 11530
Telephone 516 396-7544
Fax # 516 997-1053
E-Mail Address RWAHDECKEN@NASSAUCO.ORG

Company BOLAS WESTERN SUFFOLK
Contact Person CORRAINE HEIN
Address 507 DEER PARK ROAD
City/State HUNTINGTON STATION, NY 11746
Telephone 631 549 4900-792
Fax # 631 673-4973
E-Mail Address PURCHASING@WSBOLAS.ORG

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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 12 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 LUTMAN, US-CBMLLC

By: CHRISTOPHER JONES
Print name
[Signature]
Signature

MANAGER
Title

5.12.17
Date

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[Signature]
BIDDER

MANAGER
TITLE

Page 1 of 4

COUNTY OF NASSAU

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

1. Name of the Entity: FELDMAN LUMBER CO'S - LBM, 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):
KEAHATH BLUMBERG 1036 PARK AVE NY, NY 10028

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.
KEAHATH BLUMBERG 1036 PARK AVE NY, NY 10028

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

BIDDER SIGN HERE

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 CBH 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):

NO ONE

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14

TITLES

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: 5-17-17

Signed:

Print Name: CHRISTOPHER JONES

Title:

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

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

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

BIDDER SIGN HERE

BIDDER

TITLE

FFICE OF PURCHASING
 UMMARY OF BIDS
 PENED: MAY 16, 2017 AT 11 A.M.
 ID NO: 54059-05167-057
 EQ. NO: N/A
 ITLE: PLYWOOD

EM #	ARTICLE			UNIT	1	2	3	4
1	1/4	EXTERIOR	DOUGLAS FIR/G1	CABINETS	\$	34.24	NB	NB
2	3/8	EXTERIOR	DOUGLAS FIR/G1	CABINETS	\$	35.52	NB	NB
3	1/2	EXTERIOR	DOUGLAS FIR/G1	CABINETS	\$	37.76	NB	NB
4	5/8	EXTERIOR	DOUGLAS FIR/G1	CABINETS	\$	41.12	NB	NB
5	3/4	EXTERIOR	DOUGLAS FIR/G1	CABINETS	\$	46.40	NB	NB
6	1/4	EXTERIOR	DOUGLAS FIR/G1	CABINETS	\$	31.04	NB	NB
7	3/8	EXTERIOR	DOUGLAS FIR/G1	CABINETS	\$	32.64	NB	NB
8	1/2	EXTERIOR	DOUGLAS FIR/G1	CABINETS	\$	34.88	NB	45.85
9	5/8	EXTERIOR	DOUGLAS FIR/G1	CABINETS	\$	35.84	NB	NB
10	3/4	EXTERIOR	DOUGLAS FIR/G1	CABINETS	\$	43.52	NB	55.80
11	1/4	EXTERIOR	DOUGLAS FIR/G1	INT/EXT CONSTRUCTION & REPAIRS	\$	26.56	39.00	33.75
12	3/8	EXTERIOR	DOUGLAS FIR/G1	INT/EXT CONSTRUCTION & REPAIRS	\$	27.36	42.00	34.70
13	1/2	EXTERIOR	DOUGLAS FIR/G1	INT/EXT CONSTRUCTION & REPAIRS	\$	31.36	48.00	40.65
14	5/8	EXTERIOR	DOUGLAS FIR/G1	INT/EXT CONSTRUCTION & REPAIRS	\$	34.24	50.00	42.00
15	3/4	EXTERIOR	DOUGLAS FIR/G1	INT/EXT CONSTRUCTION & REPAIRS	\$	36.16	55.00	44.10
16	1/4	EXTERIOR	DOUGLAS FIR/G1	GROUND CONTACT PRESSURE TREATED	\$	26.88	NB	NB
17	3/8	EXTERIOR	DOUGLAS FIR/G1	GROUND CONTACT PRESSURE TREATED	\$	26.88	NB	NB
18	1/2	EXTERIOR	DOUGLAS FIR/G1	GROUND CONTACT PRESSURE TREATED	\$	27.84	NB	NB
19	5/8	EXTERIOR	DOUGLAS FIR/G1	GROUND CONTACT PRESSURE TREATED	\$	31.36	NB	NB
20	3/4	EXTERIOR	DOUGLAS FIR/G1	GROUND CONTACT PRESSURE TREATED	\$	34.56	NB	NB
21	3/8	1	DOUGLAS FIR/G1	EXT CONTRUCTION & REPAIRS	\$	15.52	24.00	16.50
22	1/2	1	DOUGLAS FIR/G1	EXT CONTRUCTION & REPAIRS	\$	18.88	28.00	19.50
23	5/8	1	DOUGLAS FIR/G1	EXT CONTRUCTION & REPAIRS	\$	23.04	33.00	23.75
24	3/4	1	DOUGLAS FIR/G1	EXT CONTRUCTION & REPAIRS	\$	26.88	37.00	29.50
25	3/8	EXTERIOR	MDO	INT/EXT PAINT PROJECTS	\$	36.80	NB	NB
26	1/2	EXTERIOR	MDO	INT/EXT PAINT PROJECTS	\$	40.32	NB	51.50
27	5/8	EXTERIOR	MDO	INT/EXT PAINT PROJECTS	\$	43.20	NB	NB
28	3/4	EXTERIOR	MDO	INT/EXT PAINT PROJECTS	\$	52.80	NB	67.80
29	1/4	INTERIOR	BIRCH	CABINETS	\$	20.80	50.00	15.25
30	3/8	INTERIOR	BIRCH	CABINETS	\$	51.20	60.00	43.35
31	1/2	INTERIOR	BIRCH	CABINETS	\$	28.16	68.00	51.00
32	5/8	INTERIOR	BIRCH	CABINETS	\$	54.50	72.00	65.50
33	3/4	INTERIOR	BIRCH	CABINETS	\$	34.88	80.00	45.00
34	1/4	INTERIOR	OAK	CABINETS	\$	22.08	52.00	28.00
35	3/8	INTERIOR	OAK	CABINETS	\$	33.20	63.00	NB
36	1/2	INTERIOR	OAK	CABINETS	\$	35.52	71.00	40.00
37	5/8	INTERIOR	OAK	CABINETS	\$	84.80	75.00	NB
38	3/4	INTERIOR	OAK	CABINETS	\$	56.00	83.00	55.95
39	1/4	INTERIOR	WALNUT	CABINETS	\$	96.00	NB	68.00
40	3/8	INTERIOR	WALNUT	CABINETS	\$	154.88	NB	NB
41	1/2	INTERIOR	WALNUT	CABINETS	\$	144.00	NB	28.50

[illegible]

FELDMAN LUMBER	PIONEER BUILDING MATERIALS CORP.	OZONE PARK LUMBER
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2


[illegible]

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

Date _____

5/16/17 Claudia Colantuona Technol
Cordeiro

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK	BID NUMBER 54059-05167-057
	COUNTY OF NASSAU	Dated: 05/04/17
	BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM	BID OPENING DATE 05/16/17 11:00 A.M. E.D.S.T. PM
BUYER Kimberly Stanton	TELEPHONE: 516-571-6679	REQUISITION NUMBER N/A

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: **PLYWOOD**

- 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>FELDMAN LUMBER US-LBM, LLC</u>		
ADDRESS	<u>1281 METROPLAZA BLVD</u>		
CITY	STATE	ZIP CODE	TELEPHONE
<u>BROOKLYN</u>	<u>NY</u>	<u>11737</u>	<u>7187867777</u>
SIGNATURE OF AUTHORIZED INDIVIDUAL	<u>CHRISTOPHER JONES, MANAGER</u>		
	PRINT OR TYPE NAME OF SIGNER AND TITLE		

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 (Federal-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.

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 220 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 CO - LBM LLC

Address:

121 METROPOLITAN AVE, BROOKLYN, NY 11237

Telephone No:

718 786-7777

Fax No:

718 672-3575

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.

BIDDER SIGN HERE

BIDDER

TITLE

QUALIFICATION STATEMENT

BIDDER'S NAME: FELONAH LUMBER US LBM LLC

ADDRESS: 1281 MATROCLIAN AVE BROOKLYN, NY 11237

1. STATE WHETHER: CORPORATION ☒ INDIVIDUAL ☐ PARTNERSHIP ☐

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

VICE PRESIDENT

SECRETARY

TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? YES
IF SO WHEN? 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? NO
IF SO, WHERE AND WHY?

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
<u>CHRIS JOHNS</u>		<u>45</u>		

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

THE BID DOCUMENTS WERE REVIEWED IN THEIR ENTIRETY. WE STAFF MOST OF THE
ITEMS AND HAVE FIFTY TRUCK MAKING DELIVERIES EVERY DAY AND WE HAVE A
LOCATION IN GREAT NECK. WE HAVE MANY SIMILAR CONTRACTS AND WE DECIDED TO RESPOND.

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

BIDDER SIGN HERE

BIDDER

TITLE

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

May 26, 2017

Bid #54059-05167-057 - Plywood

Buyer: Kimberly Stanton

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 JOHNS, 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: BOCHS NASSAU COUNTY
ADDRESS: 71 L LINTON ROAD
GARDEN CITY, NY 11530-9195
TELEPHONE: 516 396-2544 CONTACT PERSON ROBERT T. WILKINSON
CONTRACT DATE: 8-15-16 - 8-14-17

2. REFERENCE'S NAME: TOWN OF HAMPSHIRE
ADDRESS: 350 FRONT ST
HAMPSHIRE NY 11550
TELEPHONE: 516 489-5000 CONTACT PERSON GARY J. PARISI
CONTRACT DATE: 9-29-16 - 9-30-17

3. REFERENCE'S NAME: BOCHS WESTERN SUPPLY
ADDRESS: 507 DEER PARK ROAD
HUNTINGTON STATION, NY 11746
TELEPHONE: 631 549-4900 CONTACT PERSON LORRAINE HAIN
CONTRACT DATE: 1-1-17 - 6-30-17

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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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(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, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term

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"County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

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

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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 (i) of these rules.

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

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

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

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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 a PLYWOOD 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 31 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.

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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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PAYMENT IN DETAIL: Billing shall be rendered in detail, listing parts and materials used, their prices and labor shown in hours and extended rates.

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:

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:

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.

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): _____

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

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

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

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

BIDDER SIGN HERE

BIDDER

TITLE

PRODUCT LIABILITY INSURANCE: Cont...

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

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

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

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

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

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

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.

TOTAL CONSUMPTION: Total consumption of order awarded may be PLUS/MINUS those quantities without any price change.

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BIDDER

TITLE

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.

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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BIDDER


TITLE

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 foregoing 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.

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

Identifying Data:

Potential Contractor:

FELDMAN LUTMAN (S) L B M L L C

Address:

12 01 METROPOLITAN AVE

Street:

City, Town, etc:

BR CORLEY NY 11237

Telephone:

718 786 7777

Title:

MANAGER

If applicable, responsible Corporate Officer

Name

CHRISTOPHER J. JONES

Title

MANAGER

Signature:

[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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[Signature]

BIDDER

MANAGER

TITLE

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

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

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

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

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

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

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

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

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

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

Federal Exemption Number: A-109538

State Exemption Number: EX 7213062C

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

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

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

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

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

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

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

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BIDDER

TJ AM 00 PM
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 laws provisions thereof.

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.

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.

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.
_____ days.

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>

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BIDDER

TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
54059-05167-057

PRICING:

Item	Thickness	Face Veneer	Back Veneer	Exposure	Type of Veneer	What Plywood is Used For	Price per Sheet (4' x 8')
1	1/4	A	A	Exterior	Douglas Fir / G1	Cabinets	\$ 37.24
2	3/8	A	A	Exterior	Douglas Fir / G1	Cabinets	\$ 35.52
3	1/2	A	A	Exterior	Douglas Fir / G1	Cabinets	\$ 37.76
4	5/8	A	A	Exterior	Douglas Fir / G1	Cabinets	\$ 41.12
5	3/4	A	A	Exterior	Douglas Fir / G1	Cabinets	\$ 46.40
6	1/4	A	B	Exterior	Douglas Fir / G1	Cabinets	\$ 31.04
7	3/8	A	B	Exterior	Douglas Fir / G1	Cabinets	\$ 32.64
8	1/2	A	B	Exterior	Douglas Fir / G1	Cabinets	\$ 37.88
9	5/8	A	B	Exterior	Douglas Fir / G1	Cabinets	\$ 35.84
10	3/4	A	B	Exterior	Douglas Fir / G1	Cabinets	\$ 43.52
11	1/4	A	C	Exterior	Douglas Fir / G1	Interior and Exterior Construction & Repairs	\$ 26.56
12	3/8	A	C	Exterior	Douglas Fir / G1	Interior and Exterior Construction & Repairs	\$ 27.36
13	1/2	A	C	Exterior	Douglas Fir / G1	Interior and Exterior Construction & Repairs	\$ 31.36
14	5/8	A	C	Exterior	Douglas Fir / G1	Interior and Exterior Construction & Repairs	\$ 34.24
15	3/4	A	C	Exterior	Douglas Fir / G1	Interior and Exterior Construction & Repairs	\$ 36.16
16	1/4	C	C	Exterior	Douglas Fir / G1	Ground Contact Pressure-Treated Plywood	\$ 26.88
17	3/8	C	C	Exterior	Douglas Fir / G1	Ground Contact Pressure-Treated Plywood	\$ 26.88
18	1/2	C	C	Exterior	Douglas Fir / G1	Ground Contact Pressure-Treated Plywood	\$ 27.84
19	5/8	C	C	Exterior	Douglas Fir / G1	Ground Contact Pressure-Treated Plywood	\$ 31.36
20	3/4	C	C	Exterior	Douglas Fir / G1	Ground Contact Pressure-Treated Plywood	\$ 34.56
21	3/8	C	D	1	Douglas Fir / G1	For Exterior Construction & Repairs	\$ 15.52
22	1/2	C	D	1	Douglas Fir / G1	For Exterior Construction & Repairs	\$ 18.88
23	5/8	C	D	1	Douglas Fir / G1	For Exterior Construction & Repairs	\$ 23.04
24	3/4	C	D	1	Douglas Fir / G1	For Exterior Construction & Repairs	\$ 26.88
25	3/8	MDO	MDO	Exterior	MDO	For Interior and Exterior Paint Projects	\$ 36.80
26	1/2	MDO	MDO	Exterior	MDO	For Interior and Exterior Paint Projects	\$ 40.32
27	5/8	MDO	MDO	Exterior	MDO	For Interior and Exterior Paint Projects	\$ 43.20
28	3/4	MDO	MDO	Exterior	MDO	For Interior and Exterior Paint Projects	\$ 52.80
29	1/4	Furniture	Furniture	Interior	Birch	Cabinets	\$ 20.80
30	3/8	Furniture	Furniture	Interior	Birch	Cabinets	\$ 51.20
31	1/2	Furniture	Furniture	Interior	Birch	Cabinets	\$ 28.16
32	5/8	Furniture	Furniture	Interior	Birch	Cabinets	\$ 54.56
33	3/4	Furniture	Furniture	Interior	Birch	Cabinets	\$ 34.88
34	1/4	Furniture	Furniture	Interior	Oak	Cabinets	\$ 22.08
35	3/8	Furniture	Furniture	Interior	Oak	Cabinets	\$ 85.20
36	1/2	Furniture	Furniture	Interior	Oak	Cabinets	\$ 35.52
37	5/8	Furniture	Furniture	Interior	Oak	Cabinets	\$ 84.80
38	3/4	Furniture	Furniture	Interior	Oak	Cabinets	\$ 56.00
39	1/4	Cabinet	Cabinet	Interior	Walnut	Cabinets	\$ 96.00
40	3/8	Cabinet	Cabinet	Interior	Walnut	Cabinets	\$ 194.88
41	1/2	Cabinet	Cabinet	Interior	Walnut	Cabinets	\$ 144.00
42	5/8	Cabinet	Cabinet	Interior	Walnut	Cabinets	\$ 108.80
43	3/4	Cabinet	Cabinet	Interior	Walnut	Cabinets	\$ 108.80

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

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BIDDER

TITLE

Safety Data Sheet (SDS)



Plywood

1. Identification

TRADE NAME: Plywood

SYNONYMS and/or GRADES: None

PRODUCT USES: Building Materials

CHEMICAL NAME/CLASS: Wood Products

MANUFACTURER'S NAME: Weyerhaeuser

ADDRESS: 33663 Weyerhaeuser Way S., Federal Way WA 98001-9620

EMERGENCY PHONE: (800) 424-9300 (CHEMTREC)

BUSINESS PHONE: (253) 924-3865

INTERNET ACCESS: See Section 16

REVISED DATE: April 13, 2015


2. Hazard(s) Identification

Signal Word: **DANGER**

NOTE: This product is not hazardous in the form in which it is shipped by the manufacturer but may become hazardous as the result of downstream activities (e.g. cutting, sanding) which creates small particles resulting in the potential hazards as described below.

Classification	Hazard Statement(s)	Pictogram(s)
HEALTH Carcinogen- Category 1A (H350)*	Wood dust may cause nasopharyngeal cancer and/or cancer of the nasal cavities and paranasal sinuses by inhalation	

2. Hazard(s) Identification (cont'd.)

Skin Irritation Category 2 (H315) Specific Target Organ Toxicity- Single Exposure (STOT) Category-3 (H335)	May cause skin irritation May cause respiratory irritation	
Eye Irritation Category 2B (H320)	Causes eye irritation	None
Combustible Dust (OSHA Defined Hazard)	If converted to small particles during further processing, handling, or by other means, may form combustible dust concentrations in air	None

*Hazard codes (GHS)

HMIS Rating (Scale 0-4): Health = 2* Fire = 1 Physical Hazard = 0
NFPA Rating (Scale 0-4): Health = 1 Fire = 1 Reactivity = 0

Precautionary Statement(s)/Codes (GHS):

Prevention Statements:

P210: Keep away from sparks, flame or other heat sources.
P243: Take precautionary measures against static discharge.
P260 and P261: Avoid breathing dust.
P280: Wear appropriate protective equipment for skin exposure. In case of inadequate ventilation wear an approved respirator suitable for conditions of use.
P362 and P363: Take off contaminated clothing and wash before reuse.

Response Statements:

P304 and P340: If inhaled and breathing becomes difficult, remove person to fresh air and keep comfortable for breathing.
P308 and P313: If experiencing respiratory symptoms, following removal to fresh air, call a doctor or other qualified medical professional.
P313: If skin irritation or rash occurs get medical advice/attention.
P362: Wash contaminated clothing before reuse.
P352 and P264: If on skin wash with plenty of soap and water.
P338 and P351: If in eyes, rinse cautiously for several minutes. Remove contact lenses if present and easy to do so.

Disposal:

P501: Dispose of in accordance with Federal, state and local regulations.

Ingredients of Unknown Acute Toxicity (>1%): NAP

3. Composition/Information on Ingredients

Ingredients	CAS#	Wt %
Wood (wood dust, softwood or hardwood)	None	85-99
Resin Solids: Polymeric Phenol-Formaldehyde ¹ (C ₇ H ₆ O ₂)	9003-35-4	1-15

Common names: ¹ Phenol-formaldehyde resin

4. First Aid Measures

Inhalation: Remove to fresh air if respiratory symptoms are experienced. Seek medical help if persistent irritation, severe coughing, breathing difficulty or other serious symptoms occur.

Eye Contact: Treat dust in eye as a foreign object. Flush with water to remove dust particles. Remove contact lenses if present and easy to do so. Avoid touching or rubbing eyes to avoid further irritation or injury. Seek medical help if irritation persists.

Skin Contact: Wood dust may elicit contact dermatitis. Seek medical help if rash, irritation or dermatitis persists.

Skin Absorption: Not known to be absorbed through the skin.

Ingestion: Not applicable under normal use.

Symptoms or Effects:

Acute Symptoms/Effects – Wood dust may cause mechanical irritation of the respiratory system. Wood dust can cause physical obstructions in the nasal passages, resulting in dryness of nose, dry cough, and sneezing. Wood dust may cause mechanical irritation of the eyes.

Delayed Symptoms/Effects – Unique delayed effects are not anticipated after exposure. See Section 11 for additional information on chronic effects.

5. Fire-fighting Measures

Extinguishing Media and Restrictions: Water, carbon dioxide and sand.

Specific Hazards, Anticipated Combustion Products: Natural decomposition of organic materials such as wood may produce toxic gases and an oxygen deficient atmosphere in enclosed or poorly ventilated areas. Thermal decomposition (i.e. smoldering, burning) products include carbon monoxide, carbon dioxide, aliphatic aldehydes, including formaldehyde, resin acids, terpenes, and polycyclic aromatic hydrocarbons.

Autoignition Temperature: Variable [typically 400°-500°F (204°-260°C)]

Special Firefighting Equipment/Procedures: No special equipment anticipated. Beware of potential combustible dust explosion hazard.

Unusual Fire and Explosion Hazards: Depending on moisture content and more importantly, particle diameter and airborne concentration, plywood dust may explode in the presence of an ignition source. Wood dust may similarly deflagrate (combustion without detonation like an explosion) if ignited in an open or loosely contained area. An airborne concentration of 40 grams (40,000 mg) of dust per cubic meter of air is often used as the LEL for wood dusts. Reference NFPA Standards 654 and 664 and the NFPA *Fire Protection Handbook* for guidance. Ventilation systems should be kept clean and precautions should be taken to prevent sparks or other ignition sources.

6. Accidental Release Measures

Steps to be taken in case Material Is Released or Spilled: Sweep or vacuum up for recovery and disposal. Avoid creating dusty conditions whenever feasible. Maintain good housekeeping to avoid accumulation of wood and resin dust on exposed surfaces. Use approved filtering facepiece respirator ("dust mask") or higher levels of respiratory protection as indicated and goggles where ventilation is not possible and exposure limits may be exceeded or for additional worker comfort.

7. Handling and Storage

Precautions to be taken in Handling and Storage: Dried wood and resin dust may pose a combustible dust hazard. Keep away from ignition sources. Avoid eye contact. Avoid prolonged or repeated contact with skin. Avoid prolonged or repeated breathing of wood dust. These products may release some formaldehyde in gaseous form. Specific handling and storage conditions should be assessed to determine potential formaldehyde concentrations. Store in well-ventilated, cool, dry place away from open flame.

8. Exposure Control Measures/Personal Protection

Exposure Limits/Guidelines:

Ingredient(s)	Agency	Exposure Limit(s)	Comments
Wood (wood dust, softwood or hardwood)	OSHA	PEL-TWA 15 mg/m ³ (see footnote ^A below)	Total Dust (PNOR)
	OSHA	PEL-TWA 5 mg/m ³ (see footnote ^A below)	Respirable dust fraction (PNOR)
	ACGIH	TLV-TWA 1 mg/m ³	Inhalable fraction
Phenol-formaldehyde resin solids ^B	OSHA	PEL-TWA 0.75 ppm	Free gaseous formaldehyde
	OSHA	PEL-STEL 2 ppm	
	ACGIH	TLV- (C) 0.3 ppm	Ceiling limit

^A In *AFL-CIO v OSHA*, 965 F. 2d 962 (11th Cir. 1992), the Court overturned OSHA's 1989 Air Contaminants Rule, including the specific PEL's for wood dust that OSHA had established at that time. The 1989 vacated PEL's were: 5 mg/m³ PEL-TWA and 10 mg/m³ STEL (15 min), all softwood and hardwood except Western Red Cedar. Wood dust is now regulated by OSHA as "Particulates Not Otherwise Regulated" (PNOR), which is also referred to as "nuisance dust". However, some states have regulated wood dust PEL's in their state plans. Additionally, OSHA indicated that it may cite employers under the OSH Act general duty clause in appropriate circumstances.

^B These products may contain free formaldehyde (<0.1%, wt %), which may be released depending on concentration and environmental conditions. These panels contain no added urea-formaldehyde resins. Large scale chamber studies on similar materials conducted by the APA Engineered Wood Association have shown that the finished products off-gas levels below 0.1 ppm.

Ventilation:

LOCAL EXHAUST – Provide local exhaust as needed so that exposure limits are met. Ventilation to control dust should be considered where potential explosive concentrations and ignition sources are present. The design and operation of any exhaust system should consider the possibility of explosive concentrations of wood dust within the system. See "SPECIAL" section below. Use of tool mounted exhaust systems should also be considered, especially when working in enclosed areas.

MECHANICAL (GENERAL) – Provide general ventilation in processing and storage areas so that exposure limits are met.

SPECIAL – Ensure that exhaust ventilation and material transport systems involved in handling this product contain explosion relief vents or suppression systems designed and operated in accordance with applicable standards if the operating conditions justify their use.

8. Exposure Control Measures/Personal Protection (cont'd.)

OTHER ENGINEERING CONTROLS – Cutting and machining of product should preferably be done outdoors or with adequate ventilation and containment.

Personal Protective Equipment:

RESPIRATORY PROTECTION – Use filtering face piece respirator ("dust mask") tested and approved under appropriate government standards such as NIOSH (US), CSA (Canada), CEN (EU), or JIS (Japan) where ventilation is not possible and exposure limits may be exceeded or for additional worker comfort or symptom relief. Use respiratory protection in accordance with jurisdictional regulatory requirements similar to the OSHA respiratory protection standard 29CFR 1910.134 following a determination of risk from potential exposures.

EYE PROTECTION – Approved goggles or tight fitting safety glasses are recommended when excessive exposures to dust may occur (e.g. during clean up) and when eye irritation may occur.

PROTECTIVE GLOVES – Cloth, canvas, or leather gloves are recommended to minimize potential slivers or mechanical irritation from handling product.

OTHER PROTECTIVE CLOTHING OR EQUIPMENT – Outer garments which cover the arms may be desirable in extremely dusty areas.

WORK/HYGIENE PRACTICES – Follow good hygienic and housekeeping practices. Clean up areas where wood and resin dust settles to avoid excessive accumulation of this combustible material. Minimize compressed air blowdown or other practices that generate high airborne-dust concentrations.

9. Physical/Chemical Properties

Appearance: Appearance: Plywood is a 3 to 9 ply-veneer product with a slightly aromatic resinous odor and natural wood color.

Odor/ Odor Threshold(s):	NAV
pH:	NAP
Melting/Freezing Point:	NAP
Boiling Point (@ 760 mm Hg) and Range:	NAP
Flash Point:	NAP
Evaporation Rate:	NAP
Flammability:	NAV
Lower / Upper Explosive Limits:	40,000 mg of dust per cubic meter of air is often used as the LEL for wood dusts.
Vapor Pressure (mm Hg):	NAP
Vapor Density (air = 1; 1 atm):	NAP
Relative Density:	NAP
Solubility:	<0.1
Partition Coefficient (n-octanol/water):	NAP
Autoignition Temperature:	Variable [typically 400°-500°F (204°-260°C)]
Decomposition Temperature:	NAV
Viscosity:	NAP
Other Properties:	NAP

10. Stability and Reactivity

Reactivity: NAP

Hazardous Polymerization:

☐ May occur

☒ Will not occur

Stability:

☐ Unstable

☒ Stable

Conditions to Avoid: Avoid all sources of ignition.

Incompatibility (Materials to Avoid): Avoid contact with oxidizing agents and drying oils.

10. Stability and Reactivity (cont'd.)

Hazardous Decomposition or By-Products: Thermal decomposition (i.e. smoldering, burning) can release carbon monoxide, oxides of nitrogen, carbon dioxide, aliphatic aldehydes including formaldehyde, resin acids, terpenes and polycyclic aromatic hydrocarbons. Natural decomposition of organic materials such as wood may produce toxic gases and an oxygen deficient atmosphere in enclosed or poorly ventilated areas. Spontaneous and rapid hazardous decomposition will not occur.

Sensitivity to Static Discharge: Airborne wood dust may be ignited by a static discharge depending on airborne concentrations, particle size and moisture content.

11. Toxicological Information

Likely Route(s) of Exposure:

- ☐ Ingestion:
- ☒ Skin: Dust
- ☒ Inhalation: Dust
- ☒ Eye: Dust

Signs and Symptoms of Exposure:

Wood Dust - NTP: According to its Report on Carcinogens, Thirteenth Edition, NTP states, "Wood dust is known to be a human carcinogen based on sufficient evidence of carcinogenicity from studies in humans". An association between wood dust exposure and cancer of the nasal cavity has been observed in many case reports, cohort studies, and case-control studies that specifically addressed nasal cancer. Associations with cancer of the nasal cavities and paranasal sinuses were observed both in studies of people whose occupations are associated with wood dust exposure and in studies that directly estimated wood dust exposure. This classification is based primarily on increased risk in the occurrence of adenocarcinomas of the nasal cavities and paranasal sinuses associated with exposure to wood dust. The evaluation did not find sufficient evidence to associate cancers of the oropharynx, hypopharynx, lung, lymphatic and hematopoietic systems, stomach, colon or rectum with exposure to wood dust. There is inadequate evidence for the carcinogenicity of wood dust from studies in experimental animals according to NTP.

Wood Dust: IARC – Group 1: Carcinogenic to humans; sufficient evidence of carcinogenicity. This classification is primarily based on studies showing an association between occupational exposure to wood dust and adenocarcinoma to the nasal cavities and paranasal sinuses. IARC did not find sufficient evidence of an association between occupational exposure to wood dust and cancers of the oropharynx, hypopharynx, lung, lymphatic and hematopoietic systems, stomach, colon or rectum.

Formaldehyde - NTP: According to its Report on Carcinogens, Thirteenth Edition, NTP states, Formaldehyde (gas) is known to be a human carcinogen based on sufficient evidence of carcinogenicity from studies in humans and supporting data on mechanisms of carcinogenesis.

Formaldehyde: IARC - Group 1: Carcinogenic to humans, sufficient evidence of carcinogenicity. A working group of IARC has determined that there is sufficient evidence that formaldehyde causes nasopharyngeal cancer in humans, a rare cancer in developed countries and "strong but not sufficient evidence" for leukemia. However, numerous epidemiological studies have failed to demonstrate a relationship between formaldehyde exposure and nasal cancer or pulmonary diseases such as emphysema or lung cancer.

Carcinogenicity Listing(s):

- ☒ NTP: Wood dust, Known Human Carcinogen. Formaldehyde, Known to be a Human Carcinogen.
- ☒ IARC Monographs: Wood dust, Group 1 - carcinogenic to humans. Formaldehyde, Group 1- carcinogenic to humans.
- ☒ OSHA Regulated: Formaldehyde Gas

11. Toxicology Information (cont'd.)

Toxicity Data: No specific information available for product in purchased form. Individual component information is listed below.

Components:

Wood dust (softwood or hardwood)

Dusts generated from sawing, sanding or machining the product may cause respiratory irritation, nasal dryness and irritation, coughing and sinusitis. NTP and IARC (Group 1) classify wood dust as a human carcinogen. See Section 2 above.

Formaldehyde

Human inhalation TC_{Lo} of 17 mg/m^3 for 30 minutes produced eye and pulmonary results; human inhalation TC_{Lo} of 300 ug/m^3 produced nose and central nervous system results; LC_{50} (rat, inhalation) = $1,000 \text{ mg/m}^3$, 30 minutes; LC_{50} (mice, inhalation) = 400 mg/m^3 , 2 hours. NTP and IARC (Group 1) classify formaldehyde as a human carcinogen. See Section 2 above.

Target Organs: Eyes, skin and respiratory system.

Note: Weyerhaeuser evaluated the studies referenced in the ACGIH® TLV® Documentation for Wood Dust and others which included potential allergenic references for wood species which may cause skin or respiratory sensitization. There are a limited number of studies of highly variable consistency which reference sensitization from some species of wood. When the total weight of evidence is considered this product is considered to be an eye, skin and respiratory irritant and not a respiratory or skin sensitizer according to health hazard classification criteria.

12. Ecological Information

Ecotoxicity: NAV for finished product.

Component: Formaldehyde

96 hr LC_{50} Fathead Minnow	24 mg/L
96 hr LC_{50} Bluegill	0.10 mg/L
5 min EC_{50} Photobacterium phosphoreum	9 mg/L
96 hr EC_{50} Water flea	20 mg/L

Biopersistence and Degradability: The wood and resin portions of this product would be expected to be biodegradable.

Formaldehyde

Trace amounts of free formaldehyde may be released to the atmosphere and would be expected to be removed in the atmosphere by direct photolysis and oxidation by photochemically produced hydroxyl radicals (half-life of a few hours). In the aqueous phase formaldehyde biodegradation is expected to take place in a few days.

Bioaccumulation: Not expected to bioaccumulate.

Soil Mobility: NAV

Other Adverse Effects: NAP

13. Disposal Considerations

Waste Disposal Method: Dry land disposal or incineration is acceptable in most areas. It is, however, the user's responsibility to determine at the time of disposal whether your waste meets any jurisdictional criteria. Note that wood dust may pose a combustible dust hazard.

14. Transport Information

Mode: (air, land, water) Not regulated as a hazardous material by the U.S. Department of Transportation. Not listed as a hazardous material in Canadian Transportation of Dangerous Goods (TDG) regulations. Not regulated as a hazardous material by IMDG or IATA regulations concerning the transport of hazardous materials.

UN Proper Shipping Name:	NAP
UN/NA ID Number:	NAP
Hazard Class:	NAP
Packing Group:	NAP
Environmental Hazards (Marine Pollutant):	NAP
Special Precautions	NAP

15. Regulatory Information

TSCA: Phenol-formaldehyde resin is on the TSCA chemical substance inventory.

CERCLA: Formaldehyde (100 lbs RQ) is on the CERCLA chemical substance inventory.

DSL: Formaldehyde is on the Canadian Domestic Substance List.

OSHA: Wood products are not hazardous under the criteria of the federal OSHA Hazard Communication Standard 29 CFR 1910.1200. However, wood and resin dust generated by sawing, sanding or machining this product may be hazardous. Workplace exposure to formaldehyde is specifically regulated under 29 CFR 1910.1048.

STATE RIGHT-TO-KNOW:

California Proposition 65 – This product contains formaldehyde, which depending on temperature and humidity, may be emitted from the product. Weyerhaeuser has evaluated formaldehyde emission rates from its products and have found these rates to be below the significant risk level. The user should determine whether formaldehyde emissions resulting from its site specific use, handling, ventilation design, capacity and final construction design for this product could exceed the safe harbor level.

Warning: Drilling, sawing, sanding or machining wood products generates wood dust, a substance known to the State of California to cause cancer.

Pennsylvania – This product contains formaldehyde which, depending on temperature and humidity, may be emitted from the product. When cut or otherwise machined, the product may emit wood dust. Formaldehyde and wood dust appear on Pennsylvania's Appendix A, Hazardous Substance Lists.

New Jersey – This product contains formaldehyde, a substance which appears on New Jersey's Environmental Hazardous Substance List.

Minnesota – Minnesota Statutes, 1984, Sections 144.495 and 325F.181 do not apply to this product; these statutes apply to plywood, particleboard and MDF and other products manufactured with urea-formaldehyde resins.

SARA 313 Information: To the best of our knowledge, this product contains formaldehyde at de minimis concentrations (<0.1%) and is not subjected to the SARA Title III Section 313 supplier notification requirements.

SARA 311/312 Hazard Category: This product has been reviewed according to the EPA "Hazard Categories" promulgated under SARA Title III Sections 311 and 312 and is considered, under applicable definitions, to meet the following categories:

An immediate (acute) health hazard	Yes
A delayed (chronic) health hazard	Yes
A corrosive hazard	No
A fire hazard	No
A reactivity hazard	No
A sudden release hazard	No

15. Regulatory Information (cont'd.)

FDA: Not intended for use as a food additive or indirect food contact item.

WHMIS Classification: Wood and products made from wood are exempt from WHMIS per the Hazardous Products Act. However, wood dust is considered to be a controlled product: D2A (wood dust and formaldehyde: IARC Group 1).

16. Other Information

Date Prepared: 11/08/2010

Date Revised: 04/13/2015

Prepared By: Weyerhaeuser Company Environment, Health, and Safety.

Weyerhaeuser SDS available on:

<http://www.weyerhaeuser.com/Sustainability/Customers/ProductStewardship/SafetyDataSheets>

User's Responsibility: The information contained in this Safety Data Sheet is based on the experience of occupational health and safety professionals and comes from sources believed to be accurate or otherwise technically correct. It is the user's responsibility to determine if the product is suitable for its proposed application(s) and to follow necessary safety precautions. The user has the responsibility to ensure that the most current SDS is used.

Definition of Terms

ACGIH [®]	= American Conference of Governmental Industrial Hygienists
C	= Ceiling Limit
CAS#	= Chemical Abstracts System Number
DOT	= U. S. Department of Transportation
DSL	= Domestic Substance List
EC#	= Identifying Number Assigned to Chemicals Contained in the European Inventory of Existing Chemical Substances (EINECS)
EC ₅₀	= Effective Concentration That Inhibits the Endpoint to 50% of Control Population
EPA	= U.S. Environmental Protection Agency
GHS	= Globally Harmonized System of Classification and Labelling of Chemicals
HMIS	= (Canada) Hazardous Materials Identification System
IARC	= International Agency for Research on Cancer
IATA	= International Air Transport Association
IMDG	= International Maritime Dangerous Goods
LC ₅₀	= Concentration in Air Resulting in Death To 50% of Experimental Animals
LCLo	= Lowest Concentration in Air Resulting in Death
LD ₅₀	= Administered Dose Resulting in Death to 50% of Experimental Animals
LDLo	= Lowest Dose Resulting in Death
LEL	= Lower Explosive Limit
LFL	= Lower Flammable Limit
MSHA	= Mine Safety and Health Administration
NAP	= Not Applicable
NAV	= Not Available
NIOSH	= National Institute for Occupational Safety and Health
NFPA	= National Fire Protection Association
NPRI	= Canada-National Pollution Release Inventory
NTP	= National Toxicology Program
OSHA	= Occupational Safety and Health Administration
PEL	= Permissible Exposure Limit
PNOR	= Particulate Not Otherwise Regulated
PNOS	= Particulate Not Otherwise Specified
RCRA	= Resource Conservation and Recovery Act

16. Other Information (cont'd.)

STEL	=	Short-Term Exposure Limit (15 minutes)
STP	=	Standard Temperature and Pressure
TCLo	=	Lowest Concentration in Air Resulting in a Toxic Effect
TDG	=	(Canada) Transportation of Dangerous Goods
TDLo	=	Lowest Dose Resulting In a Toxic Effect
TLV	=	Threshold Limit Value
TSCA	=	Toxic Substance Control Act
TWA	=	Time-Weighted Average (8 hours)
UFL	=	Upper Flammable Limit
WHMIS	=	(Canada) Workplace Hazardous Materials Information System

Plywood



Danger

Wood dust may cause nasopharyngeal cancer and/or cancer of the nasal cavities and paranasal sinuses by inhalation. May cause respiratory, skin and eye irritation.

May form combustible dust concentrations in air if small particles are formed during processing or handling.

Precautions: Avoid breathing dust and wear appropriate protective equipment for respiratory, skin or eye exposures. Prevent dust release and accumulations to minimize hazards. Take off contaminated clothing and wash before reuse. Keep dust away from ignition sources such as heat, sparks, and flame.

First Aid: If on skin wash with plenty of mild soap and water. If in eyes, rinse cautiously for several minutes. Remove contact lenses if present and easy to do so. If experiencing respiratory symptoms, remove to fresh air. Contact a qualified medical professional for serious or persistent skin, eye or respiratory symptoms.

Weyerhaeuser

33663 Weyerhaeuser Way South

Federal Way, WA 98001

1-800-525-5440



Weyerhaeuser

MATERIAL SAFETY DATA SHEET
HIGH DENSITY OVERLAID PLYWOOD

AINSWORTH LUMBER COMPANY LTD.
Savona Plywood Division
P.O. Box 127
Savona, B.C. V0K 2J0
Telephone (250)373-5600 Fax: (250)373-5601

SECTION I: PRODUCT IDENTIFICATION AND USE

Material Name: HIGH DENSITY OVERLAID PLYWOOD
Trade Names: POURFORM HDO, Slipguard HDO, Transdeck, Highway Sign HDO
Manufacturer: Ainsworth Lumber Co. Ltd.

SECTION II: INGREDIENTS AND HAZARDS

Product is made by laminating softwood veneers, phenol formaldehyde adhesives, and resin impregnated thermal setting paper overlays under heat and pressure. The product may release trace amounts of formaldehyde: $\leq 0.05\%$ for 24 hours on freshly pressed panels, which decreases rapidly with time.

Hazards occur when remanufacturing; ie. sawing, (wood dust); and from storage in unventilated hot ($>100^{\circ}\text{F}$) areas. Possible formaldehyde gas.

Wood Dust: ACGIH (1987) TLV's:
TWA 5 mg/m³ for softwood, STEL 10 mg/m³

Formaldehyde gas: OSHA (1988) TLV's:
TWA 1.0 ppm; STEL 2.0 ppm

SECTION III: PHYSICAL DATA

Specific Gravity: Approx. 0.5 (water=1)
Percent Volatile: Approx. 5% at 220°F
Solubility in water: None
Heat of Combustion: 8,000 - 10,000 BTU/lb.
Odor and Appearance: Woodlike, wooden panels

SECTION IV: FIRE AND EXPLOSION DATA

Product being wood based, is combustible.

Means of Extinction: Water spray, carbon dioxide foam, or dry chemical.
Method determined by surrounding fire.

Flashpoint: Autoignition will occur generally above 400°F.

Explosion Data: Sawdust from remanufacturing, if left to accumulate may create explosive conditions.
Keep work area clean.

SECTION V: REACTIVITY DATA

Chemical Stability: Stable.

Incompatibility with other Substances: Avoid contact with strong oxidizers.

Reactivity: First time exposure to high temperatures and humidity may result in the release of formaldehyde gas. If wood dust is allowed to accumulate during remanufacture, the potential for spontaneous combustion is increased.

Hazardous Decomposition Products: Burning of wood products can produce Carbon Monoxide and other toxic fumes. Decomposition by-products include formaldehyde and aromatic ring compounds.

SECTION VI: HEALTH HAZARD DATA

Panel is an inert solid. Effects of over exposure will occur only in hot/damp storage conditions and when remanufacturing.

Irritancy of Product: Sawdust may cause allergic response or asthma may occur. Will cause eye irritation. Formaldehyde is a "suspected" carcinogen. It may cause upper respiratory and eye irritation.

SECTION VII: PREVENTIVE MEASURES

Personal Protective Equipment:	When handling panels, gloves and safety boots should be worn. When remanufacturing, safety glasses and dust mask should be worn.
Ventilation:	When sawing, proper exhaust required to remove dust.
Leak and Spill Procedures:	No special requirements necessary in "as produced" state. Dust control should be implemented in the remanufacturing state.
Waste Disposal:	Incineration in suitable, approved incinerators only. Scrap material may be placed in land fills.
Storage Requirements:	Product should be stored in dry/cool areas.
Special Shipping Information:	None

SECTION VIII: FIRST AND MEASURES

Specific Measures:	Sawdust:	eyes.....flush with water inhalation.....remove to fresh air ingestion.....N/A slivers.....remove
		If any irritation persists, consult doctor.

SECTION IX: PREPARATION DATE OF MSDS

NOTE: The information supplied in this MSDS is to the best of our knowledge, accurate, and has been compiled from sources believed to be reliable. Ainsworth Lumber Co. Ltd., makes no warranty of this information or data and assumes no responsibility for its application to the purchaser's intended purposes. If the purchaser alters the product in any way which creates wood dust, then this is the purchaser's responsibility.

Prepared by: Quality Control Department
Phone Number: (250)373-5604
Date: February 8, 2001

MSDS ID: 870989



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ORIGINAL MSDS



GLOSSARY

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SECTION 1: CHEMICAL PRODUCT and COMPANY IDENTIFICATION

3

Product Name: Urea-Formaldehyde (UF) Bonded Wood Products

Manufacturer MSDS.: 3

Distributor Name: BlueLinx Corporation

Distributor Address: 4300 Wildwood Parkway
Atlanta, GA 30339-8401

NFPA

(888) 602-BLUE (2583) MSDS Request

CHEMTREC Numbers:

For emergencies in the US, call CHEMTREC: 800-424-9300

Revision Date: 02/12/2010

Supersedes: 9/6/2006

Supersedes: 5/10/2004

Trade Names:

Hardwood Plywood - Domestic/Import, Overlay, Varying Cores

High Pressure Laminate

Medium Density Fiberboard (MDF) - Paneling, Overlay

Particleboard (PB) - Door Core, Industrial, Mobile Home Decking,

Overlay, Underlayment

Plywood Paneling

HMIS

General Use:

Product Use: Wood particles and fibers bonded together with UF resin and used in both commercial and industrial settings.

HMIS/NFPA Ratings:

(Hazard Scale: 0 = Minimal, 1 = Slight, 2 = Moderate, 3 = Serious, 4 * = Chronic)

HEALTH	1
FIRE	1
REACTIVITY	0
PPE	

Product Codes:

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SECTION 2 : COMPOSITION, INFORMATION ON INGREDIENTS

3

Ingredient Name	CAS#	Ingredient Percent
Wood	Mixture	90-100%
EC Index Number:	1	
Formaldehyde	50-00-0	< 0.3%
EC Index Number:	1	

See Section 8 for exposure limits.

Some UF-bonded wood products contain cured binders, fillers and other non-hazardous ingredients.

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SECTION 3 : HAZARDS IDENTIFICATION

3

Emergency Overview:

CAUTION! Sawing, sanding or machining wood products may produce wood dust, which cause a fire and explosion hazard. Wood dust may cause irritation to the eyes, skin and respiratory tract. Prolonged overexposure to wood dust may cause nasal cancer. Repeated exposure to certain types of wood dust (such as western red cedar) may cause allergic skin and respiratory reaction (sensitization). These products may release small quantities of formaldehyde in gaseous form. Emissions decrease through time as the board ages. Exposure to formaldehyde gas may cause eye, skin and respiratory irritation and may cause allergic sensitization in some individuals. Prolonged exposure to formaldehyde may cause nasal cancer.

Description: Boards manufactured from wood particles, fibers, wood piles, wood veneers and other products bonded to wood face veneers using urea-formaldehyde resin.

Applies to All Ingredients :**Potential Health Effects:****Eye Contact:**

Wood dust can cause mechanical irritation. Formaldehyde gas may cause eye irritation.

Skin Contact:

Both formaldehyde and some species of wood dust may evoke allergic contact dermatitis in sensitized individuals. If an allergy pre-exists or develops, it may be necessary to remove the sensitized worker from further exposure to wood dust or wood-based products.

Inhalation:

Wood dust may cause nasal dryness, irritation, coughing and sinusitis. Repeated exposures to certain types of wood dust (such as western red cedar) can produce allergic responses in some individuals. If an allergy pre-exists or develops, it may be necessary to remove the sensitized worker from further exposure to wood dust or wood-based products. Prolonged overexposure to wood dust is associated with an increased risk of cancer of the nasal cavity. Exposure to formaldehyde gas may cause eye, mucous membrane and respiratory tract irritation. Repeated exposures may cause allergic skin and respiratory sensitization (asthma) in some individuals.

Ingestion:

Not applicable under normal conditions of use.

Target Organs:


Eye, Skin and Respiratory Tract.

Aggravation of Pre-Existing Conditions:

Wood dust and formaldehyde exposure may aggravate pre-existing skin, eye, respiratory and cardiovascular disorders.

HMIS Ratings: Health: 1 * Fire: 1 Reactivity: 0

Hazard Scale: 0 = Minimal, 1 = Slight, 2 = Moderate, 3 = Serious, 4 = Severe, * = Chronic Health Hazard

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SECTION 4 : FIRST AID MEASURES

3

Eye Contact:

Immediately rinse with water. Remove contact lenses. Hold eyelids apart and flush eyes thoroughly with water. If irritation persists or for foreign body in the eye, seek medical attention.

Skin Contact:


Wash affected areas with soap and water until dust is entirely removed from skin. Immediately remove contaminated clothing. If rash, dermatitis or irritation develops, seek medical attention. Launder contaminated clothing before reuse or dispose of properly.

Inhalation:

Remove to fresh air immediately. If breathing is difficult, trained personnel should administer oxygen. If breathing has ceased apply artificial resuscitation using oxygen and a suitable mechanical device such as a bag and a mask. Get immediate medical attention.

Ingestion:

Not applicable under normal conditions of use.

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SECTION 5 : FIRE FIGHTING MEASURES

3

Explosion:

Explosive Limits: Sawing, sanding or machining wood products can produce wood

Flash Point:	Not applicable.
Auto Ignition Temperature:	400 deg - 500 deg F (204 deg -260 deg C)
Extinguishing Media:	Water, dry chemical and other agents rated for a Type A fire.
Hazardous Combustion Byproducts:	Thermal-oxidative degradation, or burning, of wood can produce irritating and potentially toxic fumes and gases including carbon monoxide, aldehydes and organic acids.
Fire Fighting Instructions:	Use water to wet down wood dust to reduce the likelihood of ignition or dispersion of dust into the air. Remove burned, charred or wet dust to open, secure area after fire is extinguished.
NFPA	


Health: 1

Flammability:1

Reactivity:0

Other:


Hazard Scale: 0 = Minimal, 1 = Slight, 2 = Moderate, 3 = Serious, 4 = Severe

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SECTION 6 : ACCIDENTAL RELEASE MEASURES

3


Personal Precautions:	Wear appropriate protective clothing and equipment of indicated in Section 8. Do not inhale dusts during clean-up. Avoid eye contact or repeated or prolonged contact with skin.
Spill Cleanup Measures:	Wood dust may be vacuumed or shoveled for recovery or disposal. Wet down accumulated dusts prior to vacuuming or shoveling in order to prevent explosion hazards. Eliminate all ignition sources. Avoid dusty conditions and provide good ventilation. Wood dust clean-up and disposal activities should be accomplished in a manner to minimize creation of airborne dust.

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SECTION 7 : HANDLING and STORAGE

3

Handling:	Avoid repeated or prolonged breathing of wood dust. Avoid eye contact or repeated or prolonged contact with skin. Change protective clothing and gloves when sign of contamination appear. . Water spray may be used to wet down wood dust generated by sawing, sanding or machining to reduce the likelihood of ignition or dispersion of dust into the air. Provide adequate ventilation to reduce the possible build up of formaldehyde gas, particularly when high temperatures occur. Formaldehyde is regulated under a specific OSHA standard, 29CFR 1910.1048. Refer to the standard for specific requirements.
Storage:	UF bonded wood products should not be stored were exposure to water could occur. Wood products are combustible and, therefore, should not be subjected to temperatures exceeding the autoignition temperature.


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SECTION 8 : EXPOSURE CONTROLS, PERSONAL PROTECTION

3

Engineering Controls:	Due to the explosive potential of wood dust when suspended in air, precautions should be taken during sanding, sawing or machining of wood products to prevent sparks or other ignition sources in ventilation equipment. Use of totally enclosed motors is recommended. Provide local exhaust as necessary to maintain exposure levels below the occupational exposure limits.
Personal Protective Equipment Routine Handling:	(GENERAL PPE RECOMMENDED BELOW: IT MAY BE NECESSARY TO FOLLOW SPECIFIC PPE REQUIREMENTS AS DETERMINED BY YOUR WORKPLACE)


Skin Protection Description:	Protective equipment such as gloves and outer garments may be needed to reduce skin contact. After working with wood and before eating, drinking, toileting and use of tobacco products, wash exposed areas thoroughly with soap and water.
Eye/Face Protection:	Safety goggles or safety glasses recommended as conditions indicate when sawing, sanding or machining wood products.
Protective Clothing/Body Protection:	No special requirements under normal conditions of use. Protective clothing should be worn where prolonged skin contact may occur. Protective clothing should be laundered separately from household clothing and before reuse.
Respiratory Protection:	Use NIOSH/OSHA approved respirator when ventilation is not possible and if occupational exposure limits may be exceeded. Formaldehyde is regulated under a specific OSHA standard, 29CFR 1910.1048. Refer to the standard for specific respiratory protection requirements.
Exposure Limits:	Wood Species: Western Red Cedar CAS NO.: Mixture OSHA PEL: 5 mg/m3 TWA (respirable dust) 15 mg/m3 STEL (total dust) as Particulates not Otherwise Classified ACGIH TLV: 0.5 mg/m3 TWA (inhalable fraction) sensitizer Wood Dusts, all other species CAS No.: None OSHA PEL: 5 mg/m3 TWA (respirable dust) 15 mg/m3 STEL (total dust) as Particulates not Otherwise Classified ACGIH TLV: 1 mg/m3 TWA (inhalable fraction) Formaldehyde CAS No.: 50-00-0 OSHA PEL: 0.75 ppm TWA 2 ppm STEL ACGIH TLV: 0.3 ppm Ceiling Limit sensitizer

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SECTION 9 : PHYSICAL and CHEMICAL PROPERTIES

3


Physical State/Appearance:	Varies
Odor:	Wood species dependent
Physical State:	Solid
pH:	Not applicable
Vapor Pressure:	Not applicable
Vapor Density:	Not applicable
Boiling Point:	Not applicable
Melting Point:	Not applicable
Solubility:	(H2O) Insoluble
Specific Gravity:	< 1.0

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SECTION 10 : STABILITY and REACTIVITY

3

Chemical Stability:	This is a stable material.
Conditions to Avoid:	Wood dust generated from sawing, sanding or machining the product is extremely combustible. Keep in cool dry place away from ignition sources.
Incompatibilities with Other Materials:	Oxidizing agents and drying oils.
Hazardous Polymerization:	Will not occur.
Hazardous Decomposition Products:	Hazardous Combustion Products: Thermal-oxidative degradation or burning, of wood can produce irritating and potentially toxic fumes and gases including carbon monoxide, aldehydes and organic acids.

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SECTION 11 : TOXICOLOGICAL INFORMATION

3


Formaldehyde :

Acute Health Effects: Exposure to gaseous formaldehyde may cause irritation to the nose, throat as well as lead to respiratory disorders. Formaldehyde concentrations as low as 0.1 ppm have been reported to cause some irritation. The level of irritation increases with airborne concentration. Pre-existing respiratory disorders may be aggravated by exposure.

Recent epidemiological studies of workers exposed to formaldehyde have provided sufficient evidence that formaldehyde causes nasopharyngeal cancer in humans but insufficient evidence that formaldehyde causes leukemia or other cancers. In animal studies, rats and mice exposed to high levels of formaldehyde developed nasal cancer while hamsters did not. Formaldehyde is listed by the International Agency for Research on Cancer (IARC) as a known human carcinogen (Group 1). The National Toxicology Program (NTP) included formaldehyde in the Annual Report on Carcinogens as reasonable anticipated to be a carcinogen. OSHA regulates formaldehyde as a potential carcinogen.

Wood :

Acute Health Effects: WOOD DUST: Wood dust generated from sawing, sanding or machining this product may cause nasal dryness, irritation, coughing and sinusitis. The International Agency for Research on Cancer (IARC) and the National Toxicology Program (NTP) classify wood dust as a (known) human carcinogen (Group I). This classification is based primarily on increased risk in the occurrence of adenocarcinomas of the nasal cavities and paranasal sinuses associated with exposure to wood dust. The evaluation did not find sufficient evidence to associate cancers of the oropharynx, hypopharynx, lung, lymphatic and hematopoietic systems, stomach, colon or rectum with exposure to wood dust.

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SECTION 12 : ECOLOGICAL INFORMATION

3

Ecological Paragraph: General Product Information: This product is not expected to have ecological effects on the environment.

Environmental Fate: Formaldehyde is readily biodegradable.

Effect of Material On Aquatic Life: Component Analysis – Ecotoxicity – Aquatic Toxicity
Formaldehyde: 96 hr/LC50 fish 10-100 mg/L

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SECTION 13 : DISPOSAL CONSIDERATIONS

3

Waste Disposal: US EPA Waste Number & Descriptions
General Product Information: If the material is altered by processing, use or contamination, the waste must be tested using methods described in 40 CFR 261 to determine if it meets applicable definitions of hazardous wastes.

Component Waste Numbers:
No EPA Wastes Numbers are applicable for this product's components.

Disposal Instructions
In its purchased form, dispose of Wood and Wood Products by ordinary trash collection. Sawdust and construction debris should be cleaned up and disposed of after construction. Incinerate or landfill in accordance with local, state and federal regulations.


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SECTION 14 : TRANSPORT INFORMATION

3

DOT Shipping Information: This material is not a DOT hazardous material.

Canadian TDG: This product is not listed as a hazardous material


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SECTION 15 : REGULATORY INFORMATION

3

Applies to All Ingredients :

TSCA 8(b): Inventory Status:	This product complies with TSCA inventory requirements.
OSHA 29 CFR 1200:	General Product Information Wood products are not hazardous under the criteria of the Federal OSHA Hazard Communication Standard 29 CFR 1910.1200. However, wood dust generated by sawing, sanding or machining these products and formaldehyde are hazardous.
State:	California Proposition 65 provides for labeling and disclosure of the presence of chemical(s) known to the State of California to cause cancer or reproductive toxicity if ordinary use of the product will result in exposures above a no significant risk level.
Canada WHMIS:	CANADA WHMIS: This product is not a controlled product in the purchased form.
	HUD: The Department of Housing and Urban Development (HUD) Manufactured Home Construction and Safety Standard, regulation 24 CFR 3280 as amended, provides for third-party certification of all plywood, medium density fiberboard (MDF) and particleboard manufactured with urea-formaldehyde resin for formaldehyde emissions. The following formaldehyde emission levels should not be exceeded.
	Particleboard: Applications (Other Than Flooring): 0.3 ppm at a loading rate of 0.13 square feet/cubic foot Flooring (Decking/Underlayment): 0.2 ppm at a loading rate of 0.13 square feet/cubic foot
	Plywood: 0.2 ppm at a loading rate of 0.29 square feet/cubic foot
	MDF: 0.3 PPM at a loading rate of 0.08 square feet/cubic foot
	ANSI A208.2 2002 MEDIUM DENSITY FIBERBOARD (MDF): This industry consensus standard limits formaldehyde emissions from MDF to 0.3 ppm at a loading rate of 0.08 square feet/cubic foot.
	ANSI A208.1 – 1999 PARTICLEBOARD: This industry consensus standard limits formaldehyde emissions from particleboard flooring products (underlayment and manufactured home decking-MHD) to 0.2 ppm at a loading rate of 0.13 square feet/cubic foot.
	Particleboard materials used in applications (other than flooring), shall not exceed 0.03 ppm at a loading rate of 0.13 square feet/cubic foot.
	MINNESOTA: Minnesota Statutes 2003, Chapters 144.495 and 325F.181 require all UF bonded wood products used or sold in Minnesota meet the HUD Formaldehyde Emission Standard, 24 CFR Sections 3280.308 and 3280.406 for particleboard.
<u>Formaldehyde :</u>	
Section 302:	Formaldehyde is regulated under SARA Sections 302
Section 304:	Formaldehyde is regulated under SARA Sections 304
Section 313 Toxic Release Form:	Formaldehyde is regulated under SARA Sections 313.
State:	CALIFORNIA: The products covered by this MSDS contain formaldehyde and may, depending on conditions, such as temperature and relative humidity, emit formaldehyde gas. Formaldehyde gas is listed under Proposition 65 as a chemical known to the State to cause cancer. Formaldehyde gas emissions have been tested from various vendors and are below the no significant risk level and do not require warnings
Canada WHMIS:	Wood dust is classified as Class D-2-A.

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SECTION 16 : ADDITIONAL INFORMATION

3

HMIS:

Health Hazard: 1* = Slight * = Chronic Health Hazard
Fire Hazard: 1 = Slight
Reactivity: 0 = Minimal

NFPA:

Health: 1 = Slight
Fire Hazard: 1 = Slight
Reactivity: 0 = Minimal

Label Text:

WARNING!

WOOD DUST GENERATED FROM SAWING, SANDING AND MACHINING THIS PRODUCT CAN CAUSE A FLAMMABLE OR EXPLOSION HAZARD. IT MAY ALSO RELEASE SMALL QUANTITIES OF FORMALDEHYDE VAPOR

WOOD DUST MAY CAUSE LUNG, UPPER RESPIRATORY TRACT, EYE AND SKIN IRRITATION. THE INTERNATIONAL AGENCY FOR RESEARCH ON CANCER (IARC) AND THE NATIONAL TOXICOLOGY PROGRAM (NTP) LIST WOOD DUST AS A (GROUP 1) CARCINOGEN.

FORMALDEHYDE GAS MAY CAUSE IRRITATION TO THE NOSE, THROAT AS WELL AS LEAD TO RESPIRATORY DISORDERS. THE INTERNATIONAL AGENCY FOR RESEARCH ON CANCER (IARC) LISTS FORMALDEHYDE AS A (GROUP 1) CARCINOGEN AND IS INCLUDED IN THE NATIONAL TOXICOLOGY PROGRAM (NTP) ANNUAL REPORT ON CARCINOGENS.

Label Precautions:

Avoid dust contact with ignition source.
Wood dust clean up and disposal activities should be accomplished in a manner to minimize creation of airborne dust.
Avoid breathing dust.
Avoid dust contact with eyes and skin.
Store in cool, dry, well ventilated area to reduce the buildup of formaldehyde gas.

HANDLING AND STORAGE

Avoid frequently or prolonged inhalation of wood dust. Protect eyes from flying particles. Avoid contact with skin and wash exposed areas thoroughly. Change protective clothing and gloves when sign of contamination appear.

Wood products are combustible and, therefore, should not be subjected to temperatures exceeding the autoignition temperature. Water spray may be used to wet down wood dust generated by sawing, sanding or machining to reduce likelihood of ignition or dispersion of dust into the air.

Label First Aid:

If inhaled, remove to fresh air. In case of contact, flush eyes and skin with water. If irritation persists, seek medical attention.

MSDS Revision Date:

02/12/2010
Supersedes: 9/6/2006
Supersedes: 5/10/2004

MSDS Author:

For additional information, see Material Safety Data Sheets available at:
BlueLinx Corporation
Product Services
4300 Wildwood Parkway
Atlanta, GA 30339-8401

Disclaimer:

IMPORTANT: The information and data herein are believed to be accurate and have been compiled from sources believed to be reliable. It is offered for your consideration, investigation and verification. Buyer assumes all risk of use, storage and handling of the product in compliance with applicable federal, state and local laws and regulations. BLUELINX CORPORATION MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING THE ACCURACY OR COMPLETENESS OF THE INFORMATION AND DATA HEREIN. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. BlueLinx Corporation will not be liable for claims relating to any party's use of or reliance on information and data contained herein regardless of whether it is claimed that the information and data are inaccurate, incomplete or otherwise misleading.

This Material Safety Data Sheet is being furnished for similar wood products produced by different manufacturers. Consult labels, stamps and markings on the product or packaging for the exact identity of the manufacturer.

Key/Legend:

ACGIH American Conference of Governmental Industrial Hygienists
C Ceiling Limit
CAS Chemical Abstract Services Number
CFR Code of Federal Regulations

DOT Department of Transportation
DSL Domestic Substance List
EPA Environmental Protection Agency
HEPA High Efficiency Particulate Air
HMIS Hazardous Material Identification System
IARC International Agency for Research on Cancer
NA Not Available or Not Applicable
NFPA National Fire Protection Association
NIOSH National Institute for Occupational Safety and Health
NJTSR New Jersey Trade Secret Registry
NSL Non-Domestic Substance List
NTP National Toxicology Program
OSHA Occupational Safety and Health Administration
PPE Personal Protective Equipment
STEL Short Term Exposure Limit
TLV Threshold Limit Value
TSCA Toxic Substance Control Act
TWA Time Weighted Average
WHIMS Workplace Hazardous Materials Information System

NFPA Ratings:


Hazard Scale: 0 = Minimal, 1 = Slight, 2 = Moderate, 3 = Serious, 4 = Severe

HMIS Ratings:

Hazard Scale: 0 = Minimal, 1 = Slight, 2 = Moderate, 3 = Serious, 4 = Severe, *
=Chronic Health Hazard

UF Bonded Wood Products ##3

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Pacific Wood Laminates, Inc.

P.O. Box 820 Brookings, OR 97415

Ph: (541) 469-4177 Fax: (541) 469-6153

Website: www.pwlonline.com

MSDS File #PL0233

MATERIAL SAFETY DATA SHEET

Complies with ANSI Z400.1 format

Health (* potential chronic effects)	1*
Fire Hazard 0	0
Reactivity 0	0
Personal Protection – depends on specific use	See Section 8

PRODUCTS: Phenol – Formaldehyde Bonded Plywood Products

Pacific Wood Laminates

Date of Preparation: 10/07

Section 1: General Information

Chemical Name & Synonyms: Softwood Plywood, Softwood Plywood Siding, Hardwood Plywood Siding, Medium Density Overlay

Chemical Family: Wood

Formula: Mixture

Manufacturers Name: Pacific Wood Laminates

P.O. Box 820

Brookings, Oregon 97415

For Information Contact: Quality Assurance Director
(541) 469-4177

Section 2: Composition of Ingredients

Chemical Name (Ingredients): Primary Softwood

	PERCENTAGE	OSHA PEL	OSHA STEL	ACGIH TLV-TWA	ACGIH TLV-STEL
Softwood Dust*	95 - 98%	10 mg/m ³	None	1 mg/m ³	None
Formaldehyde	Trace <0.1%	0.75 ppm	2 ppm	N/A	0.3 ppm(C)

* Wood dust except for western red cedar: 2.5 mg/m³ (OSHA) and 0.5 mg/m³ TLV

Note: OSHA = Occupational Safety & Health Administration

ACGIH = American Conference of Governmental Industrial Hygienists

PEL = Permissible Exposure Limit

TWA = Time Weighted Average

TLV = Threshold Limit Value – recommended level

STEL = Short Term Exposure Limit (15minutes)

C = Ceiling Limit, never to be exceeded

Section 3: Toxicology and Health Information

Acute: Wood dust can irritate the eyes and breathing passages. Some wood species may cause skin and respiratory irritation. The irritation is generally caused by mechanical action on the skin or mucous membranes. Chemical effects from some wood species can result in respiratory allergies. Respiratory ailments have included bronchitis, impairment of breathing functions, and asthma. Certain exotic woods contain alkaloids that can cause headache, anorexia, nausea, and difficulty with breathing. These plywood products may release very small quantities of formaldehyde in a gaseous state. Formaldehyde may be irritating to the eyes, nose, throat and skin.

Chronic: Wood dust, depending on the species, may cause allergic contact dermatitis and respiratory sensitization with prolonged, repetitive contact or exposure to elevated dust levels. Prolonged exposure to hardwood dust has been reported by some scientists to be associated with nasal cancer. Formaldehyde has been shown to cause cancer in certain laboratory animals at extreme conditions (14 ppm), far above those normally found in the workplace with this product.

Section 3: Toxicology and Health Information (Continued)

Target Organs: Eyes, skin, mucous membranes, upper respiratory tract.

Carcinogenicity Listing: NTP known to be a Human Carcinogen (10 th Report), IARC Monographs: Wood dust, Group 1 IARC

Group 1: Carcinogenic to humans; sufficient evidence of carcinogenicity.

This classification is primarily based on studies showing an association between occupational exposure to wood dust and adenocarcinoma of the nasal cavities and paranasal sinuses. IARC did not find sufficient evidence of an association between occupational exposure to wood dust and cancers of the hypopharynx, oropharynx, lymphatic and hematopoietic systems, lungs, stomach, colon or rectum.

Formaldehyde: NTP and OSHA – Probable Human Carcinogen, IARC Group 1 for sufficient evidence that formaldehyde causes nasopharyngeal, a rare cancer in humans, and "limited evidence" for cancer of nasal cavity and sinuses, and a "strong but not sufficient evidence" for leukemia. Formaldehyde offgas levels based on ASTM E133 have shown an average concentration of 0.09 ppm with a standard deviation of 0.04.

Medical Conditions That May Be Aggravated by Exposure: Wood dust may aggravate preexisting respiratory conditions or allergies. Formaldehyde may aggravate existing respiratory problems and cause allergies to susceptible persons.

Routes of Entry: Inhalation and skin contact

Section 4: Emergency First Aid

Inhalation: Remove from area to fresh air. Seek medical attention if persistent irritation, severe coughing or breathing difficulty occurs.

Eye Contact: Immediately flush eyes with copious amounts of water for at least 15 minutes. Assure adequate flushing of the eyes by separating the eyelids with fingers. Seek medical care if irritation persists.

Skin Contact: Wood dust of certain species may elicit allergic contact dermatitis in sensitized individuals and can cause mechanical irritation. Wash affected areas with soap and water. Seek medical attention if rash, irritation or dermatitis persists.

Ingestion: Not applicable under normal use.

Section 5: Fire and Explosion Hazard

Flash point (Method Used)	Flammable limits	LEL	UEL
	Not Applicable	Not Applicable	Not Applicable

Extinguishing Media: Water, carbon dioxide, sand, and chemical extinguishers.

Special Fire Fighting Procedures

Self-contained breathing apparatus (SCBA) recommended when fighting fire.

Unusual Fire & Explosion: Wood dust from sawing, sanding, or machining can be explosive in the presence of an ignition source depending on particle size and moisture content. Airborne concentrations of 40 grams per cubic meter is often used as the lower explosive limit (LEL) for wood dusts. OSHA interprets the explosive level as having no visibility within five feet or less.

Section 6: Accidental Release Measures

Steps to be Taken in Case Material is Released or Spilled: Not applicable for products in purchased form. Wood dust generated from sawing, sanding, or machining may be vacuumed or shoveled for recovery or disposal. Avoid dusty conditions and provide good ventilation. Use NIOSH/MSHA approved respiratory protection and goggles where exposure limits may be exceeded.

Section 7: Storage and Handling

Storage Precautions: No special storage precautions. Handling can result in wood splinters.

Other Precautions: Avoid repeated or prolonged inhalation of wood dust. No special handling precautions are warranted for products in purchased form.

Section 8: Exposure Controls & Personal Protection

Required Ventilation: Provide local exhaust ventilation as needed so that exposures are below exposure limits.

Respiratory Protection: Generally would not be needed for products in purchased form. Use a NIOSH/MSHA approved respirator for dust/formaldehyde when the allowable exposure limits may be exceeded.

Protective Gloves: Not required. Cloth, canvas or leather gloves are recommended for protection against mechanical irritation and wood splinters.

Eye Protection: Goggles or safety glasses are recommended when cutting, sawing, or sanding the product.

Other: None required for product in purchased form. Other protective equipment, such as gloves and outer garments, may be needed depending on dust conditions.

Section 9: Physical & Chemical Properties

Boiling Point (°F): Not applicable

Solubility in Water: Not applicable

Vapor Pressure (MM Hg): Not applicable

pH: Not applicable

% Volatiles by Volume (@70 °F(21 °C)): 0

Evaporation Rate: Not applicable

Vapor Density (air =1): Not applicable

Spec Gravity (H₂O=1): 0.400-0.80, variable depends on wood species and moisture

Section 10: Stability and Reactivity

Stability: Stable

Conditions to Avoid (Incompatibilities): Avoid contact with oxidizing agents. Avoid open flame. Product may ignite at temperatures in excess of 400 °F (204 °C).

Hazardous Decomposition Products: Carbon monoxide, carbon dioxide, aliphatic aldehydes, rosin acids, terpenes, and polycyclic aromatic hydrocarbons.

Section 11: Toxicological Information

Data not available for product in purchased form. Individual component information is listed below if available.

Wood dust (softwood or hardwood) OSHA Hazard Rating = 3.3; moderately toxic with probable oral lethal dose to humans being 0.55g/kg (about 1 pound for a 70 kg or 150 pound person)

Source: OSHA Regulated Hazardous Substances, Government Institutes, Inc., February 1990.

Section 12: Ecological Information

No information available at this time. As with all foreign substances do not allow to enter the storm drainage systems.

Section 13: Waste Disposal

Follow safe solid waste disposal guidelines in accordance with federal, state and local regulations. If disposed of or discarded in its purchased form, incineration is the preferred method. Dry land disposal is acceptable in most states. It is however, the user's responsibility to determine at the time of disposal whether your product meets RCRA criteria for hazardous waste.

Section 14: Transportation Information

Not regulated as a hazardous material by the U.S. Department of Transportation.

Section 15: Regulatory Information

It is the user's responsibility to determine what regulatory information is relevant dependant upon the usage of this product.

California's Safe Drinking Water and Toxic Enforcement Act of 1986 (Initiative Measure, Proposition 65): Title 22 California Code of Regulations requires that a clear and reasonable warning be given before exposure to chemicals listed by the State as causing cancer or reproductive toxicity. Formaldehyde and Wood Dust (as of 12/02 because of the NTP listing) are on California's list of chemicals known to the State to cause cancer.

Section 16 Other Information

HMIS Hazard Rating (0-Insignificant, 1-Slight, 2-Moderate, 3-High, 4-Extreme)

Health -- 1* (potential chronic health effects from overexposures) Flammability - 0 Reactivity - 0

Personal Protective Equipment -- Depends on use conditions see Section 8.

Disclaimer

Pacific Wood Laminates believes the information contained in this MSDS to be accurate at the time of preparation and has been compiled using sources believed to be reliable. However, Pacific Wood Laminates makes no warranty, either expressed or implied, concerning the accuracy or completeness of the information presented. It is the responsibility of the user to comply with local, state, and federal regulations concerning use of this product. It is the further responsibility of the buyer to research and understand safe methods of storing, handling and disposal of this product.



CERTIFICATE OF LIABILITY INSURANCE

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

Page 1 of 2

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: certificates@willis.com ADDRESS:	
		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:	

COVERAGES

CERTIFICATE NUMBER: 25498340

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"/> PROJECT <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 - COMP/OP AGG \$ 2,000,000
A	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? (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"/> OTHER 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 #54059-05167-057.

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

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 Insured.

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 



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

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

Waiver of Subrogation applies in favor of Additional Insured 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
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
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: 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): 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.

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.

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

SCHEDULE

Name Of Person(s) Or Organization(s): Nassau County Office of Purchasing
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 1998 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: 29-0033-01-16

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: 29-0033-07-16

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

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 CANCELTION-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 cancelation 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 cancelation 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 cancelation 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 cancelation 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 cancelation 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 cancelation 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

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FORMAL BID RECOMMENDATION

BID NUMBER: 54059-05167-057

OPEN: May 16, 2107


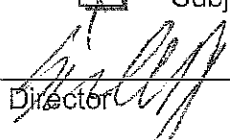
TITLE: PLYWOOD

DATE: May 18, 2017

TO: Kimberly Stanton, Buyer FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD.

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

		Bid Results
		Bidder
<p>Date: May 18, 2017</p> <p>To: Supervisor From: Kimberly Stanton, Buyer</p> <p>List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.</p> <p> Buyer</p>	Item	
	001	Recommend that an award be given to Feldman Lumber as the lowest responsible bidder meeting specifications and bid terms.
<p>Date: _____</p> <p>To: Director From: Supervisor</p> <p><input type="checkbox"/> <input type="checkbox"/></p> <p>Concur Disagree (See Reverse)</p>		
<p>Date: <u>5/18/17</u></p> <p>To: Buyer From: Director</p> <p><input checked="" type="checkbox"/> Approved for Award</p> <p><input type="checkbox"/> Hold award pending discussion</p> <p><input checked="" type="checkbox"/> Subject to Legislature Approval</p> <p> Director</p>		