

## **Nassau Health Care Corporation**

2201 Hempstead Tpke East Meadow NY 11554 Tel: (516)572-0123

## **New Procurement Law Change**

IMPORTANT - Please be aware that all bids are governed under the State Finance Law Sections 139-j and 139-k (collectively, the "Procurement Requirements"). The Procurement Requirements govern permissible communications between potential respondents and NHCC with respect to this solicitation during the procurement process and establish sanctions for knowing and willful violations of the provisions of the Procurement Requirements, including disqualification from eligibility for an award of any contract pursuant to this questions, solicitation. All comments, requests for clarification and other communications regarding this writing in and solicitation must be submitted to the individual identified as the "Buyer", or other contact if so stated within bid. Contact with any other person regarding this solicitation is prohibited by law. All questions and requests for clarification will be responded to in writing and disseminated to all persons and organizations having expressed an interest in this solicitation. All potential Respondents are solely responsible for full compliance with the Procurement Requirements. See section within bid titled "Procurement Requirements" for complete explanation and requirements.

Thank you
Technical Coordinator
Purchasing Department
Nassau University Medical Center
Nassau Health Care Corporation





2201 Hempstead Tpke East Meadow NY 11554 Tel: (516)572-0123

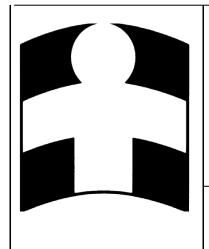
### TO PROSPECTIVE BIDDER:

- ➤ See Clause 42 for Mandatory Instructions Failure to abide by these mandatory instructions may be grounds for disqualification.
- ➤ Sealed bids must be returned to the Nassau University Medical Center's 
  PURCHASING DEPARTMENT, "G" BUILDING, 2<sup>nd</sup> FLOOR BY 2:00

  P.M. by the date indicated on the bid. Any bid received after 2:00 PM will not be accepted.
- ➤ Each response should be in the envelope provided with the bid, or if obtained electronically, in an envelope of your choice. The envelope <u>MUST</u> be sealed and include the <u>BID NUMBER AND YOUR RETURN ADDRESS</u>, clearly inscribed on the outside.
- Figure 1. If you are responding to a bid and replying via special delivery services, (Federal Express, Express Mail, etc.) the mailing MUST indicate "ATTENTION PURCHASING DEPARTMENT "G" BUILDING, 2<sup>nd</sup> FLOOR ", MUST have the BID NUMBER clearly marked on the outside of the package and must arrive at PURCHASING DEPARTMENT, BY 2:00 P.M. We urge you to mail early to allow yourself plenty of time.
- In addition to the many Bid Clauses in this Sealed Bid the <u>Additional Bid Clauses</u>

  that are indicated on page #4 ( the boxes will be checked off ) will also apply to this bid.
- Please pay particular attention to all pages and sign each page where requested.

Thank you
Technical Coordinator
Purchasing Department
Nassau University Medical Center
Nassau Health Care Corporation



### NASSAU HEALTH CARE CORPORATION

NASSAU UNIVERSITY MEDICAL CENTER 2201 HEMPSTEAD TURNPIKE EAST MEADOW, NEW YORK 11554 BID NUMBER MC95-11148-5274

BID OPENING DATE November 14, 2018

2:00 P.M.

BUYER
Cathy lacopelli
ciacopel@numc.edu

**TELEPHONE** 

(516) 572-6722

REQUISITION NUMBER

155617

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

### BID TITLE: ASSORTED STEEL PRODUCTS AND SUPPLIES

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

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE 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 SIXTY 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	PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 30 DAYS
CASH DISCOUNT OF	PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 60 DAYS
CASH DISCOUNT OF	PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 90 DAYS

### IF NO DISCOUNT IS SHOWN PAYMENT TERMS WILL BE NET 90

DELIVERY TO BE MADE TO:

NASSAU UNIVERSITY MEDICAL CENTER EAST MEADOW, NEW YORK 11554 Or if different, as specified on Purchase Order.

GUARANTEED DELIVERY DATE DAYS
AFTER RECEIPT OF ORDER

This sealed bid shall be signed by an official authorized to bind the Firm. This sealed bid shall also provide the name, title, address, and telephone number of the individual(s) with authority to negotiate and contractually bind the company, and who also may be contacted during the period of contract.

EMPLOYERS FEDERAL TAX IDENTIFICATION NUMBER

NAME OF BIDDER			
ADDRESS			
CITY	STATE	ZIP CODE	TELEPHONE
SIGNATURE OF AUTHORIZED INDIVIDUAL			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.

- Bids on equipment must be standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any party 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 specification.
- 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 (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the Nassau Health Care Corporation.
- 5. SURETY In the event that an award is made hereunder, The Director of Purchase, Nassau University Medical Center, (hereinafter known as 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 Nassau Health Care Corporation 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 Nassau Health Care Corporation 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.
- 7. AWARD The Director of Purchase 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 ample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director of Purchase 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 of Purchase, 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 compiled with or that articles 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 of Purchase 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 of Purchase 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 qualities 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 of Purchase reserves the right to reject any 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 Nassau Health Care Corporation will be served.
- 10. Unless otherwise indicated herein, the Director of Purchase reserves the right to make award by items, by classes, by groups 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 of Purchase, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director of Purchase. The Director of Purchase may purchase from other sources to take the place of the item rejected or not delivered. The Director of Purchase 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 Nassau Health Care Corporation 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 cancelled at the Vendor's expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of request shall be sufficient cause for the cancellation of the order.
- 13. When in the determination of the Director of Purchase, the articles or equipment delivered fail to meet Nassau Health Care Corporation specifications or, if in the determination of the Director of Purchase, the Vendor consistently fails to deliver as ordered, the Director of Purchase, reserves the right to cancel the order and purchase the balance from other sources at the Vendor's 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 of Purchase, as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the
- 15. The Nassau University Medical Center will not schedule any deliveries for Saturdays,

- Sundays or Legal Holidays, 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 condition.
- 18. All supplies which are customarily labeled or identified must have securely affixed thereto the original unmutilated label or marking of the manufacturer.
- 19. Billings for deliveries must be submitted in detail to Accounts Payable.
- 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 Nassau Health Care Corporation and payment will be made on the basis of net weight 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 Vendor's expense.
- 22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the Nassau Health Care Corporation, its' agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted 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 Nassau Health Care Corporation in the name of the Nassau Health Care Corporation and under the direction of the Nassau Health Care Corporation Attorney at the sole cost of the Bidder or in the sole option of the Director of Purchase, to pay the cost of such defense to the Nassau Health Care Corporation.
- (b) His products against defective material or workmanship and to repair or replace 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 his own work or to the work of other Vendors, or in the opinion of the Director of Purchase, 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 is 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 of Purchase, and approved by the Nassau Health Care Corporation Attorney to protect the Nassau Health Care Corporation 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's Compensation and Labor Laws, and shall indemnify and save harmless the Nassau Health Care Corporation 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 costs 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 or the Nassau Health Care Corporation or their respective 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 ANTI-DISCRIMINATION Upon the vendor's acceptance hereof, the vendor agrees to comply with Article IX, Section 2C 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, Section 108 and 109 as well as Article 18 of the General Municipal Law, Section 22-4-2 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 thereunder, 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 assigning, transferring, conveying, subletting or otherwise disposing of this contract or of 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 Nassau Health Care Corporation will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without its' 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 Nassau Health Care Corporation unless in writing and signed by the Director of Purchase, or his duly designated representative.

ALL BIDS MUST BE FOB DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHE	ERWISE SPECIFIED.
BIDDER SIGN HERETITLE	

## **NOTICE**

## RIGHT TO KNOW LAW AND "OSHA"

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

"PURSUANT TO ARTICLE 28, SECTION 876 OF THE LABOR LAW OF THE STATE OF NEW YORK, THE NASSAU HEALTH CARE CORPORATION 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 <u>NOT</u> CONTAIN TOXIC SUBSTANCES, PLEASE SIGN THE FOLLOWING CERTIFICATION:

### **CERTIFICATION:**

I HEREBY CERTIFY THAT I HAVE READ THE NASSAU HEALTH CAR	E CORPORATION'S
NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED	DO NOT
CONTAIN ANY TOXIC SUBSTANCES.	
	CICNI

Signature \_\_\_\_\_\_\_SIGN HERE

Title \_\_\_\_\_\_\_\_Date

PAGE 4

BID NO. MC95-11148-5274

### THE UNCHECKED CLAUSES LISTED BELOW DO NOT APPLY TO THIS BID

	1 - PURPOSE -P/O		30A - UMBRELLA LIABILITY INSURANCE POLICY
$\boxtimes$	2 - SCOPE - B/O		30B - PRODUCT LIABILITY INSURANCE
$\boxtimes$	3 - PERIOD COVERED - B/O	$\Box$	30C - COMPLETED OPERATIONS INSURANCE
$\overline{\mathbf{X}}$	4 - DELIVERY		30D - PROFESSIONAL LIABILITY INSURANCE
X	5 - BILLING	X	30E - GENERAL LIABILITY / HOLD HARMLESS
X	5A PARTIAL PAYMENTS ALLOWED		31 - MANUALS / IN-SERVICE VIDEO
X	6 -APPROXIMATE QUANTITIES		32 - GENERAL SERVICE/REPAIR CONDITIONS
X	7 - ADDITIONAL BIDS	X	33 - ACCESS CLAUSE
X	8 - FIRM PRICES - B/O	X	34 - INVOICING FOR PAYMENT
X	8A - PRICE CHANGES, GOVERNMENT		34A – TIME AND MATERIAL PAYMENT IN DETAIL
	CONTRACTS	X	35 - ADDITIONAL ITEMS - B/O
	9 - PRICES LISTS / CATALOGS	X	36 - DEFAULT
	10 - SAMPLES	$\times$	37 - CONFIDENTIALITY
	11 - SPECIFICATION	X	38 - TERMINATION PREROGATIVE - B/O
	12 - EQUIVALENT BIDS		39 - LABOR LAW ( <b>SEE NYS PRC#2018000097</b> )
	13 - PRODUCT IDENTIFICATION		40 - TRADE - INS (clause #30 must be checked if
$\boxtimes$	14 - CLAIM AGAINST "EQUAL OR BETTER"	ш	this clause is checked and inspection is required)
X	15 - ALTERNATE BIDS		41 - TITLE TO EQUIPMENT
$\boxtimes$	16 - DELIVERY DATE	X	42 - GENERAL INSTRUCTIONS
$\boxtimes$	17 - SHIPPING CHARGES	$\times$	43 - QUALIFICATION STATEMENT
	18 - BID SECURITY		44 - PRE BID SITE VISIT(S) (SEE PAGE 16)
	19 - SURETY		45 - BIDDERS WALK THROUGH (SEE PAGE 16)
$\boxtimes$	20 - WARRANTY		46 - NAMES ONLY AT BID OPENING
	21 - REPLACEMENT PARTS		47 – CONTRACTORS SPECIFIC CONDITIONS
$\boxtimes$	22 -NON-ASSIGNMENT	X	48 – STATEMENT OF CONFIDENTIALLY
$\boxtimes$	23 - AWARD	×	NON-COLLUSIVE BID CERTIFICATION FORM
$\boxtimes$	24 - REDUCTION IN PRICES	X	
X	25 - PRICE PROTECTION		PROCUREMENT LAW REQUIREMENTS FORM
	26 - EXPIRATION DATING		GUIDELINES-PREVENTION OF INFECTION FORM
	27 - DETAILED SPECIFICATIONS	×	CONTRACTOR CERTIFICATION FORM
$\times$	28 - NEW YORK STATE PRICES	X	VENDOR INFORMATION FORM
	29 - INSTALLATION	X	REQUEST FOR TAXPAYER ID FORM
	30 - INSURANCE / WORKER'S COMPENSATION	X	RIGHT TO KNOW AND OSHA FORM

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

BIDDER SIGN HERE	TITLE

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BID NO. MC95-11148-5274

### **DEFINITIONS:**

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "NUMC" as used herein, shall be deemed as reference to the Nassau University Medical Center.
- The term "AHPECF" as used herein, shall be deemed as reference to the A. Holly Patterson Extended Care Facility.
- The term "NHCC" as used herein, shall be deemed as reference to the Nassau Health Care Corporation.
- The term "Contractor" as used herein, shall be deemed as reference to the bidder, vendor, proprietor, partnership or corporation bidding in the hopes of receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement, and refers to any other party other than the NHCC.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency, or other NHCC establishment authorized to received the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Technical Coordinator of Purchase, NHCC.
- 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.

### 1.

**PURPOSE:** The purpose of this bid is to establish a price structure on which items and/or services listed herein will be purchased at once.

2.

**SCOPE:** The purpose of this bid is to establish a price basis upon which Blanket Orders may be issued for the procurement and/or service(s) by the NHCC, of the merchandise and/or service(s) specified herein. It is the intent of the NHCC to properly describe by the specifications, terms and conditions an adequate method of providing

### **BID TITLE: ASSORTED STEEL PRODUCTS AND SUPPLIES**

Award, if any, will be made to the lowest responsible bidder, who, in the opinion of the NHCC, meets the specifications and qualifications stated herein. The award will be in the form of a Blanket Order which, when issued and executed by the NHCC, will enable the successful bidder to perform the services specified herein for the period indicated and at the prices bid, upon the receipt of a signed Delivery Order.

3.

**PERIOD COVERED:** Shall be for **five (5) years** from the date of issuance. This shall be one (1) year with four (4) one (1) year renewals. The NHCC reserves the right to extend the Blanket Order up to an additional 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 the number of years as listed above (5), and if the further extension is applied; the number of years listed above (5) and (2) months.

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

The director reserves the right to cancel any Blanket Order at any time giving not less than 30 days notice that, on or after a date therein specified, the Blanket Order contract shall be deemed terminated and cancelled.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED			
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4.

**<u>DELIVERY:</u>** Shall be made <u>**ONLY**</u> upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Delivery Order(s) from a using agency authorized to use the Blanket Order. Purchase Order (s) / Delivery Order(s) shall indicate the destination address. Inside delivery is required on all deliveries.

- 5.
- **BILLING:** Shall be made to the using agency upon deliveries made against applicable Purchase Order(s), Delivery Order(s).
- 5A.

<u>PARTIAL PAYMENTS:</u> Partial payments will be allowed on each delivered and accepted shipment. It is at the discretion of the Nassau Health Care Corporation as to whether it is in the best interest of the Corporation to do so. The decision of the Director of Purchase or his designee will be final in this determination.

6.

**APPROXIMATE QUANTITIES:** The estimated usage quantities or estimated annual dollar value, when indicated are merely estimates based on experience or anticipated usage and are given for information purposes only. The NHCC will **NOT** be compelled to order any amount of any respective item. Contracts, however, shall be for the quantities actually ordered by the using agency during the period specified.

7.

**ADDITIONAL BIDS:** The NHCC Purchasing Department reserves the right to call for new bids, whenever in the opinion of the Director, it is in the best interests of the NHCC to do so.

8

**FIRM PRICES:** Prices shall remain firm for TWO (2) YEARS from issuance of the Blanket Order and no upward escalation will be permitted. However, the contractor may apply to the Director of Purchasing for permission to increase their prices starting with the third (3rd) year of the contract and only on the anniversary date of the Blanket Order and will only be considered if accompanied by documentary evidence of the necessity for increased prices. If the Director accepts the request, the Blanket order will be amended accordingly.

However, if the Director of Purchase does not consider the new prices as fair and reasonable and in the NuHealth Corporation's best interest, the Blanket Order may be cancelled after thirty (30) days written notice, and the contractor shall agree to fill all outstanding orders placed prior to cancellation.

No changes, modifications, or alterations to this contract shall be deemed effective nor shall the same be binding upon the Nassau Healthcare Corporation unless in writing and signed by the Director of Purchasing, or his duly authorized representative.

In any event, when prices to the trade are decreased, the prices of applicable items in the Blanket Order shall be decreased accordingly. It shall be incumbent on the Contractor to notify the Director immediately after it becomes effective.

8A.

**PRICE CHANGES, GOVERNMENT CONTRACTS:** Prices shall remain firm for the first year of any Blanket Order issued as a piggyback to a government or group purchasing organization contract. Thereafter, price changes to reflect those in effect for the underlining contract may be requested by the Contractor. The request for price changes should be accompanied by copies of published announcements. However, the decision to grant the request will rest solely with the Director.

9.

**PRICE LIST AND CATALOG SERVICE:** The successful bidder shall furnish, upon request, price lists and catalogs to agencies authorized to use the Blanket Order which may be awarded under this bid. Photocopies will be accepted in lieu of originals. Two (2) copies of the current price list / catalog must be sent to the NHCC Purchasing Department. Failure to keep the NHCC Purchasing Department advised of price list / catalog changes may delay the processing of payments.

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ALL BIDS MUST BE FOR DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

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BID NO. MC95-11148-5274

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**SAMPLES:** Samples, when required, must be submitted strictly in accordance with instructions **otherwise the bid may not be considered.** If samples are requested subsequent to bid opening, they shall be delivered within five (5) business days of the request for the bid to be considered. 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 testing. Award samples may be held for comparison with deliveries. Samples will be returned at bidders' request and expense. For additional requirements involving samples, please see section titled "Samples" after Non Collusion Bidding Certification.

- 11.
- **SPECIFICATION:** 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 therefrom shall not be construed as qualification of the specifications of this bid or relief therefrom, except as specifically stated in the Purchase or Blanket Order.
- **12.**

**EQUIVALENT BIDS:** Bidders may offer equipment of the same capability, but of different manufacture and/or model than that specified in this bid. The use of the manufacturer, brand name, make or catalog designation in specifying items described herein does not restrict bidders from offering equivalent bids. Such a designation is used to indicate the character, quality and performance of equivalence desired. However, acceptance of an equivalent product will be strictly at the discretion of the Director. Furthermore, proof and/or demonstration of equivalence, compatibility and performance shall be incumbent upon the bidder.

13.

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

14.

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

**15.** 

ALTERNATE BIDS: If the bidder wishes to offer an alternate to the specified item(s) they may do so, provided that they clearly indicate that the item(s) offered is an alternate and does not represent the alternate to be an equivalent and further provided they accompany the alternate offer with a full explanation and specification. Consideration of the alternate shall be at the sole discretion of the Director.

16.

**<u>DELIVERY:</u>** 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. See also Specifications Section for additional requirements, if any.

STATE GUARANTEED DELIVERY DATE: DAYS A/R/O
--

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**17.** 

**SHIPPING CHARGES:** All bids must be F.O.B. Destination and include delivery within doors unless otherwise specified. The NUMC and it's Divisions acknowledges that if an emergency shipment (overnight, Saturday delivery etc.) is required and requested by the using department, such shipping charges would be paid by the using department on a "Prepay Shipping Charges and Add to Invoice" basis.

18.

**BID SECURITY:** Each bidder shall submit with their bid offer at the date and time scheduled for the bid opening, a **CERTIFIED CHECK OR BID SECURITY,** payable to the **NASSAU HEALTH CARE CORP.**, for: N/A. Upon receipt of the signed acknowledgment copy of any Purchase or Blanket Order by the Department of Purchase issued hereunder, bid security will be returned. The bid security of unsuccessful bidders will be returned after an award is made.

19

**SURETY:** In the event an award is made hereunder, the successful bidder hereby agrees to obtain and file with the NHCC, security in the amount of N/A to be entrusted to the NHCC as reflected in the award. Such security shall guarantee the faithful performance of the contract, if required by the Director or his designee, with the understanding that the whole or any part thereof may be used by the NHCC to supply any deficiency that may arise as a result of default of the Contractor.

20.

<u>WARRANTY:</u> 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 NHCC agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fail from the above reasons.

<u>IMPORTANT NOTES</u>: If a company policy or trade practice requires a different warranty period, the bidder may so state without fear of disqualification. 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.

21.

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

22.

**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 the NHCC and any attempts to assign the contract without the NHCC's written consent are null and void.

23.

**AWARD:** The Director reserves the right to make an award on an individual line item basis, by groups of items or as a whole, or NOT AT ALL, whichever the Director deems to be in the best interest of the NHCC.

<u>IMPORTANT NOTE:</u> Any <u>Blanket Order</u> initiated from this bid shall be non-exclusive and the <u>NHCC SHALL NOT BE</u> <u>BOUND TO PURCHASE</u>, and no items are to be delivered without a Delivery Order. The NHCC shall be under <u>NO OBLIGATION</u> to issue such Delivery Order(s). Furthermore, any Blanket Order initiated from this bid shall be available for use by any authorized NHCC Division.

24.

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

25.

**PRICE PROTECTION:** Bidders are required to state period of price protection (in terms of days) **in addition to** the sixty (60) days required (as stated on page one) after bid opening.

### STATE PRICE PROTECTION PERIOD: \_\_\_\_\_ DAYS AFTER BID OPENING

26.

**EXPIRATION DATING:** All products shipped must have a minimum of a six (6) month expiration date from the date of delivery to the using agency. For products that have less than a six (6) month expiration date from time of manufacture, the longest possible expiration date must be supplied to the using agency.

27.

**<u>DETAILED SPECIFICATIONS:</u>** Proposals submitted hereunder shall be in accordance with detailed specifications set forth in this bid, the contract documents, or, as an attachment and made part hereof. The contract documents are complementary, and what is called for by any one shall be binding as if called for by all.

Any and all work shown on drawings, which is not referred to in the specifications, and any and all work covered in the specifications which is not shown on the drawings, shall be included by the Contractors as part of their contracts, the same as work that is both shown on the drawings and covered in the specifications.

The intent of the documents is to include all labor and materials, equipment, and transportation necessary for the proper execution of the complete finished work.

No oral statement of any person shall be allowed in any manner or degree to modify or otherwise affect the terms of the contract.

Contract Documents shall include the Notice to Bidders, Instructions to Bidders, Sealed Bid Terms and Conditions, Technical Specification, Specifications, Special Conditions, New York State Wage Scales, Architect and engineering Specifications, Bid Bond, Agreements, Drawings, including all modifications thereof properly incorporated therein by reference or otherwise. These constitute the Contract Documents and are collectively referred to as the Contract.

The term "Drawings" wherever referred to the Contract Documents shall include, in addition to those listed in the documents, such additional scale and full sized detail drawings as will be furnished by or through the architects, to amplify the drawings listed.

Should any question or disagreement arise concerning the meaning of drawings or specifications, such questions or disagreement shall be settled by the Director, whose decision, in writing, shall be final.

If there are any terms, clauses, specifications, and/or conditions in any of the attached documents or those submitted by bidders, that are in conflict with those found in this Formal Sealed Bid Proposal, then it will be the terms and conditions of this Formal Sealed Bid that shall apply.

<u>IMPORTANT NOTE:</u> Such specifications are representative of the type of items(s) required. The Director reserves the right to accept item(s) with different specifications or methodologies if in his opinion, the item(s) offered can satisfy the needs of the using department(s). Furthermore, any alternate item(s) offered can be rejected if they fail to meet the specifications of the item(s) specified in this bid.

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28.

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

29.

**INSTALLATION:** Bid pricing shall include installation of item(s) ordered which includes uncrating, setting in place in existing facilities as provided by the using agency and made ready for use. Installation shall be under warranty for a period of ninety (90) days for parts, labor, travel, and incidental costs, exclusive of equipment guarantee specified elsewhere herein.

30.

**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 an agreement, a policy of Comprehensive and General Liability Insurance naming Contractor as an insured, and naming NHCC as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of one million dollars (\$1,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense.

#### 30A.

<u>UMBRELLA LIABILITY INSURANCE POLICY</u>: In addition, it shall be the awarded vendors responsibility to secure, at his own cost and expense, Umbrella Insurance Policy for <u>Comprehensive and General Liability Insurance</u> naming Contractor as an insured, and naming NHCC as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of five million dollars (\$5,000,000.00) for bodily injury and property damage for any one occurrence.

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

#### 30B.

**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 <u>Product Liability Insurance</u>, including foreign objects, with 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.

### 30C.

<u>COMPLETED OPERATIONS INSURANCE</u> The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force for the term of the contract PLUS an additional three (3) years after the expiration of the contract.

#### 30D.

**PROFESSIONAL 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 for Professional Liability Insurance

with a combined minimum single limit of one million dollars (\$1,000,000.00) for each occurrence, and one million dollars (\$1,000,000.00) for personal injury for each occurrence.

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#### 30E.

COMPREHENSIVE AND GENERAL LIABILITY AND HOLD HARMLESS: Contractor agrees to indemnify and hold harmless NHCC, 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 NHCC demand, defend at its own risk and expense any and all suits, actions or legal proceeding which may be brought or instituted against NHCC, 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 NHCC, 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 NHCC as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single minimum limit of one million dollars (\$1,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense.

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 naming the NHCC as co-insured:
or	·

B) Certificate of Insurance with indemnification agreement (hold harmless clause):\_\_\_\_\_

<u>ALL INSURANCE COVERAGE AS STIPULATED HEREIN</u> (paragraphs 30, 30A, 30B, 30C and/or any other insurance clause attached to and made part hereof) shall be subject to the approval of NHCC.

Failure to comply with the above requirement(s) shall be deemed by the NHCC to be a substantial violation of the terms and shall constitute cause for the cancellation of an agreement.

All insurance coverage, as stipulated herein, should be sent to the Purchasing Department, NHCC.

31.

MANUALS / IN-SERVICE VIDEO: Bid prices shall include two (2) each OPERATING MANUALS and two (2) each SERVICE MANUALS for EACH model number ordered. Service manuals should include specifications, circuit description, maintenance procedures, parts list and schematics. Also, bid price shall include, if available, an IN-SERVICE VIDEO for EACH model number ordered.

#### 32.

### GENERAL SERVICE/ REPAIR CONDITIONS:

- All repairs to be made in accordance with "OSHA" safety requirements.
- Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.
- All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.
- All parts supplied must match and intermember 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 of system(s), to Contractor's shop, must be approved by an authorized agency representative. NHCC 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 the NHCC.
- Employees of the Contractor while on service call shall carry identification badge or cards and shall be instructed to submit same to scrutiny upon request by security or supervisory personnel of NHCC.

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33.

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 NHCC. Such books and records shall at all times be available for audit and inspection by the NHCC, or its duly designated representative. All such books and records shall be retained for a period of six (6) years after 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.

### 34.

**INVOICING FOR PAYMENT:** Submit invoices, in full detail listing: Description of product and/or services, quantity, unit prices, purchase or delivery order number, vendor ID number which should be comparable to that listed on purchase order or delivery order, date of delivery, proof of delivery, remit to address, (if different from mailing address) and any further requirements if so listed in the specifications. All invoices shall be submitted in arrears directly to the NUMC or using agency to ATTENTION: ACCOUNTS PAYABLE.

### 34A.

<u>TIME AND MATERIAL PAYMENT IN DETAIL:</u> Billing shall be rendered in detail, listing all parts and all materials used and all their individual prices. Labor must be shown in number of hours being billed and extended rates per hour.

35.

<u>ADDITIONAL ITEMS:</u> Of similar manufacture or additional services related to the specifications and requirements stated herein may be added by amendment to the Blanket Order provided that such items or services do not or are not expected to exceed the statutory limit of \$19,999.99 in any contract period.

**36.** 

**DEFAULT:** 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 NHCC 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 NHCC 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 NHCC 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.

**37.** 

**CONFIDENTIALITY:** The Contractor agrees to safeguard the confidentiality of medical records, and/or information, including but not limited to HIV related information, relating to the care and treatment of NHCC patients, that may be obtained by Contractor in the performance of its duties hereunder, consistent with applicable Joint Commission accreditation policies, and shall maintain the confidentiality of all such records and information, in conformity with the confidentiality requirements of the New York State Public Health Law and the regulations promulgated thereunder, including Section 2782 and 2805-g of the Public Health Law, and 10 NYCRR 415.22, 730.10 and Parts 24 and 63, or as same may be from time to time amended.

The Contractor further agrees to require each of its employees, partners, independent Contractors, agents, representatives, servants, guests, patrons, and/or invitees assigned to the performance of duties pursuant to this agreement, to observe said requirements.

Any breach of confidentiality by the Contractor, its employees, partners, independent Contractors, agents representatives, servants, guests, patrons, and/or invitees of Contractor shall be cause for the immediate termination of this agreement.

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It is further agreed to and stipulated by the parties hereto, that the provisions of this paragraph shall survive this agreement and the Contractor agrees to remain bound by the terms of said paragraph for as long as the records and/or information developed hereunder exists.

#### 38.

### **TERMINATION PREROGATIVE:**

The Director reserves the right to cancel the Blanket Order or Purchase Order issued via the award of this sealed bid, in whole or in part without reason provided that the contractor is given at least thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and canceled. This provision should not be understood as waiving the Nassau Health Care Corporation's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplemental to that provision.

### 39.

### LABOR LAW:

Any Purchase or Blanket Order awarded as a result of this bid is subject to the provisions of the New York State Labor Law and the Contractor will be required to pay the prevailing wage rate as published by the New York State Department of Labor. An updated New York State Schedule of Prevailing Hourly Wage Rates for this contract has been applied for and should be attached. If the updated schedule has not been received at the time of this bid, they will be attached and made part of this bid prior to the execution of a contract. Until the revised Wage Rate Schedules are made part of this bid, the Prevailing Wage Rates apply.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its Subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its Subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

The Contractor and each Subcontractor shall furnish to the NHCC on demand a verified copy of his payroll and also any other information required by the NHCC to satisfy the provisions of the New York State Labor Law as to the hours of employment and rates of wages are being observed.

Every Contractor on a Public Works Contract to which NHCC is party shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent contractors and Subcontractors, submit a transcript of its original payroll record for all work performed by the Contractor to the **Finance Department of the NHCC**, **2201 Hempstead Turnpike**, **East Meadow**, **NY 11554**, within thirty (30) days after the issuance of its first payroll, and every thirty (30) days thereafter. Submissions shall be in such a form as to comply with Section 220 of the New York State Labor Law.

### SEE ATTACHMENT TO BID

### 40.

**TRADE - INS:** As a condition of this bid, Contractor must accept trade-in of the items listed as "trade-ins" in the specifications, as attached and made part of this bid. An arrangement for the inspection of the listed trade-ins can be made by contacting:

at (516)

The successful bidder shall be responsible for the decontamination; as required by Federal Law, preparation, packaging, and shipment of trade-in equipment to the Contractor's facility.

### 41.

### **TITLE TO EQUIPMENT:**

Title to equipment shall remain with awarded Contractor at all times and will not pass to the NHCC, its Divisions or any other authorized agency.

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42.

### **GENERAL INSTRUCTIONS:**

\*\*\*\*\*\* Mandatory Instructions \*\*\*\*\*\*\*

### Failure to abide by these instructions may be grounds for disqualification

- ✓ Bidders must insert <u>FEDERAL IDENTIFICATION NUMBER</u> in space provided on page one of this bid and it is mandatory that an authorized company representative (Proprietor, Partner or Officer) sign the Sealed Bid.
- ✓ Late Formal Sealed Bids will <u>NOT</u> be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 2:00 P.M. on the bid opening date.
- ✓ Bidders agree to adhere to all applicable standards of the Joint Commission on Accreditation of Healthcare Organizations

### Prices MUST be inserted with TYPEWRITER OR INK.

- ✓ Entries with <u>WHITE-OUT</u>, <u>CROSS-OUTS</u> OR <u>LIFT-OFF TAPE</u> <u>MUST BE INITIALED</u> or that entry will be disqualified.
- ✓ Bidders shall submit one (1) bid document and all applicable original attachments as furnished by the Purchasing Department of NHCC, and retain one (1) copy of bid and all applicable attachments. No changes to any original bid documents will be allowed whether through photocopying, scanning, or electronic duplication of any other method.
- ✓ Signature must be in ink and **must be original.** Absolutely no rubber stamped signatures, bids with photocopied signatures, or electronically applied signatures will be accepted.

### **Additional Signatures Required**

- ✓ In addition to the signatures on the front page, at the bottom of each page and other areas as required, the following signatures are required and are mandatory.
  - o OSHA Right to Know requirements must be filled out and signed
  - Statement of Confidentiality
  - o Site Visit Requirement if Clause 44 or 45 boxes are checked off on Page 4
  - Non-Collusive Bidding Certifications
  - o Procurement Law Requirements
  - o Guidelines for the Prevention of Nosocomial Infection for any construction project
  - o New York State Dept. of Taxation and Finance Contractor Certification Form (ST-220) This form requires two signatures one by a corporate official and one by a Notary Public Signature and stamp

\*\*\*\*\*\* End of Mandatory Instructions \*\*\*\*\*\*\*

### Other Terms Of This Sealed Bid

- As per New York State Law, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties or the specifications as presented in this bid (starting on Specifications Page) for the specific commodity or service required.
- ✓ Bidders may take exception to the Equipment and/or Product specifications of the bid only under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exceptions(s). In any event, the decision of the Director will be final.
- Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the NHCC 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 or service required by this bid. If there is any conflict between

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the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

- ✓ Bidders agree that all, Delivery Orders shall be effective and binding upon the Contractor when placed in the mail, addressed to the Contractor at the address shown on the or Blanket Order prior to midnight of the final day of the contract.
- ✓ Bidders agree that all, 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 or Purchase Order.
  - Specific inquiries concerning the specifications of this sealed bid shall be submitted, in writing, to the buyer identified on page one (1) prior to the bid opening. Although questions will be permitted, and are encouraged, answers may be deferred and included in a bid addendum, and issued to all participating parties if such questions are pertinent to the scope of the purchase.

### Miscellaneous Instructions for this Sealed Bid

- ✓ **ABSOLUTELY NO MINIMUM ORDERS** shall be applied to this bid.
- ✓ Please pay particular attention to all pages and sign each page where requested.
- ✓ 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 **MUST** state manufacturer's name and catalog number of each item bid.
- ✓ Inside (receiving dock) delivery is required on all orders.
- ✓ Any manufacturer offering prices for equipment or supplies (disposables) <u>MUST</u> agree to sell parts and/or service for their equipment currently owned or leased by the NHCC, or acquired as a result of this bid, directly to the designated <u>NHCC Biomedical Service Provider</u>. This provision applies even if this bid is for supplies only.
- ✓ When applicable, the Contractor shall submit documentation to the NHCC Planning Division, prior to delivery, indicating a "Class A fire rating and New York State Department of State Compliance Numbers, in accordance with NAPPA 101 and New York State Fire Prevention Code, part 772 (NYSDOS number)". Products delivered without prior approved certification will be rejected and the Contractor shall be responsible for all costs associated with their return.
- ✓ Bids are hereby solicited for the services specified herein which are to be 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.

### **State and Local Tax Information**

Purchases by the NHCC are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number: A-109538 State Exemption Number: 113465690

### **Indemnity Clause**

Contractor agrees to indemnify and hold harmless NHCC, its agents, officers and employees against any and all claims, demands, causes of action, costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from, arising out of or caused by Contractor's activities pursuant to this agreement or from any act of omission or commission of Contractor, its officers, agents, or employees. Contractor shall, at NHCC's demand, defend at its own risk and expense any and all suits, actions or legal proceeding which may be brought or instituted against NHCC, 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 NHCC, its agents, officers or employees in any such suit, action or other legal proceeding.

## 43. **OUALIFICATION STATEMENT:**

Qualification statement must be completed and submitted with bid. It is located as a separate form further on in the bid.

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### 44.

### PRE BID SITE VISITS:

The prospective supplier, when bidding, represents and warrants that he has visited and knows the site(s) or premise(s) upon which the work, as described in these bid specifications, is to be performed hereunder and that he has informed himself of all existing conditions affecting the work and as to the work of others coming in conjunction with his work. Failure of the bidder to thoroughly acquaint himself with the site and local conditions shall not relieve him of his responsibility, and shall not entitle him to any claim for extras. Site Visit Requirement form must be completed. It is located as a separate form further on in the bid.

#### 45.

### BIDDERS PRE BID CONFERENCE AND WALK THROUGH:

A one-time only compulsory bidders conference will be held on N/A at Nassau University Medical Center, 2201 Hempstead Turnpike, East Meadow, New York, 11554. A comprehensive walk through will be conducted immediately following the bidders conference with the appropriate facility representatives to acquaint all bidders with the areas included in the bid/contract. All bidders shall be required to be present at the reception area in the Purchasing Department, NUMC. The Purchasing Department is located in the "G" Bldg, (Nurses Home – Auditorium – North of main hospital bldg, with circular drive, across from East Meadow High School on Carman Ave) on the 2<sup>nd</sup> floor, room 237. A sign in sheet will be provided and will become part of the bid. If any bidder's signature is omitted from the sheet his bid may be disqualified.

All bidders are required to attend the conference and complete the entire walk through if they intend to bid on this project.

Please notify the buyer listed on page one of this bid within one week prior to the scheduled date that you will attend. Specific inquiries concerning the specifications of this sealed bid shall be submitted in writing to the buyer identified on page one (1) prior to the conference so they can be answered at the conference. It is at this time that any questions regarding the specifications of the sealed bid may be directed to the facility representatives for clarification. Although questions will be permitted, and are encouraged, at the conference, answers may be deferred and included in a bid addendum, and issued to all participating parties.

### 46.

### NAMES ONLY AT BID OPENING:

At the bid opening, ONLY the names will be read. Unit prices will NOT be read, but will be available when bid summary sheet is prepared.

is prepared.
47.  CONTRACTORS SPECIFIC CONDITIONS: (All boxes that are checked in this section apply to this bid)
The work to be performed under the contract and in accordance with the contract documents consists of performing, installing, furnishing and supplying of all materials, equipment, labor and incidentals necessary or convenient for the COMPLETE operation at the NHCC facility specified in this contract, and the carrying out of all duties and obligations imposed upon the Contractor by the contract documents.
The general features of the work include but are not limited to the following:
Perform all removal and demolition as required.
Patching of all walls, floors ceiling, and roofs as required by the demolition work and the new equipment installation.
Provide protection for existing conditions and operations during the work.  Install chase enclosure for electrical conduit passing through floor, and removal and replacement of affected ceiling tile and sealing of floor penetrations as required.
Engineering Drawings: The Contractor shall be responsible for providing shop drawings and wiring diagrams for approval by the NHCC prior to the start of the work.
Provide Fire Underwriters approval for all electrical work. Final payment will not be made until this document is turned over to the Director of Medical Electronics, NHCC.

BIDDER SIGN HERE	TITLE	

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

# FORMAL SEALED BID PROPOSAL PAGE 17 BID NO. MC95-11148-5274

<ul> <li>□ Work not included:</li> <li>Removal of identified asbestos containing material shall be performed by NHCC before the start of the work. Any asbestos encountered during the course of the construction shall be immediately reported to the NHCC Fire Safety Department (516 572-3138). All work shall immediately desist until asbestos containing material is cleaned up by the NHCC.</li> <li>□ Project Meetings:</li> </ul>
Prior to the start of the work, vendor shall be required to attend a "Project Kick-Off Meeting" at which time the Contractor shall be informed of safety, fire safety and security regulations that will be required by the NHCC.
The Contractor shall provide shop drawings and wiring diagrams indicating all aspects of the work. No work shall begin until all shop drawings and wiring diagrams are approved in writing by the NHCC Administration.
All Contractors' employees are required to wear hospital ID badges and must sign in and out each day in the area designated by NHCC Administration.
The Contractor shall provide the NHCC Administration with "As-built" drawings representing exactly how the work was installed. The drawings shall include, but are not limited to, all HVAC, plumbing, and electrical work required to install the equipment as specified in this contract.
The Contractor shall supply all labor, materials, services, insurance, permits, and equipment necessary to carry out the work in accordance with all applicable Federal, State and Local Regulations. The most recent edition of any relevant Regulation, Standard, Document or Code shall be in effect. Where conflicts among the requirements or with these specifications exists, the most stringent requirements shall apply.
Any schedule for shipment of equipment as a result of this bid MUST be approved in advance by a representative of the NHCC.
Specify number of days A.R.O. that the installation will be completed
Prices submitted 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, 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.
If there are any terms and/or conditions in the attached "Project Manual" that are in conflict with terms and/or conditions in the Formal Sealed Bid Proposal, then it will be the terms and conditions of this Formal Sealed Bid that shall apply
Addition to this bid – Scope Riders and Attachments dated
Addition to this bid – Nassau Health Care Corporation Quality and Construction Plan
Addition to this bid – Nassau Health Care Corporation Project Closeout Procedures
Addition to this bid –Project Safety Plan
Retainage – Based upon applications for payment submitted to the Nassau Health Care Corporation, the owner shall make progress payments to the contractor and take that portion of the contract sum properly allocated to completed work as determined by multiplying the percentage completion of each portion of the work by the share of the total contract sum allocated to that portion of the work in the schedule of values, less retainage of 10%.
FREEDOM OF INFORMATION LAW:
During the evaluation process, the content of each bid/proposal will be held in confidence and details of any bid/proposal will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. Should you feel your firm's bid/proposal contains any such trade secrets or other confidential or proprietary information, you must submit a request to exempt such information from disclosure. Such request must be in writing, must state the reasons why the information should be excepted from disclosure and must be provided at the time of submission of the
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

BIDDER SIGN HERE \_\_\_\_\_

\_TITLE\_

# FORMAL SEALED BID PROPOSAL PAGE 18 BID

18 BID NO. MC95-11148-5274

subject information. Requests for exemption of the entire contents of a bid/proposal from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm. NHCC assumes no responsibility for disclosure of unmarked data for any purpose. Nassau Healthcare Corporation will review such designations in making its determination whether disclosure is required, which determination shall be binding on the bidder.

### **HIPAA – Business Associate Agreement:**

If this bid requires a Business Associate Agreement as stipulated by Federal HIPPA laws, then, as a condition of this bid, and before the award can be considered complete, the awarded bidder will be required to sign a Business Associate Agreement to fulfill the HIPPA requirements. This must be done after the award is made and prior to a contract being issued. Failure to do so will be cause for disqualification.

### AFFIRMATIVE ACTION

It is the policy of NHCC to comply with all federal, state and local laws, policies, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action in working with contracting parties to ensure that Minority and Women-owned Business Enterprises (M/WBEs), Minority Group Members and women share in the economic opportunities generated by NHCC's participation in projects or initiative, and/or use of NHCC funds. NHCC's non-discrimination and affirmative action policy will apply to this initiative. M/WBEs are encouraged to respond. A copy of each respondent's equal employment opportunity policy statement and staffing plan of the anticipated workforce shall be included as part of the response to this RFP. New York State's Division of Minority - and Women-owned Business Development (MWBD) helps the state's minority and women's business community to access all the services offered by Empire State Development(ESD) This link will provide you with a searchable database of Minority and Women Owned Businesses in New York State. Paste this link into your browser - http://205.232.252.35/

### **CODE OF CONDUCT**

Nassau Health Corporation insists that all of its vendors, contractors, consultants, and other agents adhere to the Corporation's compliance program, which includes a Code of Conduct. The Corporation expects all such entities to become familiar with and to comply strictly with the Corporation's Code of Conduct as a condition of doing business with NHCC. The Corporation strongly encourages any NHCC vendor, contractor, consultant, or agent who reasonably suspects or is aware of any wrongdoing by anyone at or on behalf of the Corporation to report such information to the NHCC Chief Compliance Officer or to call the NHCC No-Caller ID Helpline (572-5800)."

### **GOVERNING LAW**

This Sealed Bid shall be construed in accordance with and governed by the laws of the State of New York, without regard to conflicts of law principles. All actions or proceedings relating, directly or indirectly, to this Sealed Bid shall be litigated only in courts located within Nassau County or in the United States District Court for the Eastern District of New York. Each Firm (by virtue of the submission of its proposal), submits itself, its successors and/or assigns (if any) to the personal jurisdiction of such court, and waives any right to trial by jury.

### NO ARBITRATION

Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED			
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# FORMAL SEALED BID PROPOSAL PAGE 19 BID NO. MC95-11148-5274

### **OMNIBUS PROCUREMENT ACT OF 1992**

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts. Information on the availability of New York State subcontractors and suppliers is available from:

Department of Economic Development Division for Small Business 30 South Pearl Street Albany, New York 12245 Tel. 518-292-5220

A directory of certified minority and women-owned business enterprises is available from:

Department of Economic Development Minority and Women's Business Development Division 30 South Pearl Street Albany, New York 12245 http://www.empire.state.ny.us

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

### RECIPROCITY AND SANCTIONS PROVISIONS

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383 respectively) require that they be denied contracts which they would otherwise obtain. Contact the Department of Economic Development, Division for Small Business, 30 South Pearl Street; Albany New York 12245, for a current list of jurisdictions subject to this provision.

### OBJECTIONS TO SOLICITATION AND AWARD

Any objections to the terms of this sealed bid, once released in final form, or to the conduct of receipt, evaluation, or award of sealed bid must be presented in writing within ten calendar days of (1) the release of this solicitation, or (2) the date the objector knows or should have known the basis for its objection. Objections shall be provided in letter format, clearly stating that it is an objection to this solicitation or to the conduct of evaluation or award of sealed bid, and providing a clearly detailed factual statement of the basis for objection. Failure to comply with these directions is a basis for summary dismissal of the objection. Mail objections to the address listed in the sealed bid delivery information.

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

The director 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 represent 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 manufacturers relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the forgoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award, and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

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

THIS INSTITUTION IS ENTITLED TO ALL NEW YORK STATE EDUCATIONAL/ACADEMIC DISCOUNTS

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DO	OORS UNLESS OTHERWISE SPECIFIED
BIDDER SIGN HERE	

# FAILURE TO SIGN THIS "STATEMENT OF CONFIDENTIALITY" WILL DISQUALIFY YOU FROM THIS BID

### STATEMENT OF CONFIDENTIALITY

As part of the preliminary work that you will be conducting on behalf of the Nassau Health Care Corporation ("NHCC") you agree not to directly or indirectly, use, publish, or disclose, or authorize, or permit anyone else to use, publish, or disclose without prior written consent of NHCC, any Confidential Information (as such term is defined herein) provided to or obtained by you in connection with providing services to NHCC or exploring or implementing a possible business relationship with NHCC.

"Confidential Information" includes all "know-how", trade secrets, business and operational plans, contracts, agreements, customer lists and identifications, supplier lists and identifications, pricing policies, operational methods, marketing plans or strategies, prospect names, contact information, preferences, pricing and any other specific information compiled, developed, maintained or acquired by NHCC, marketing plans and methods, strategies, business plans, prices NHCC pays for goods and services as well as profit margins, computer software, computer discs, forms, databases, customized computer programs, passwords, access codes, object codes, source codes, databases, confidential customer/client information, non-public financial information, descriptions of facilities, service locations, any potential building sites, patient lists, projects, records, identification of key management personnel and related profiles and employment contracts, personnel information, financial statements and other financial information and projections, or any other technical or commercial information used by, or relating to NHCC, Nassau University Medical Center ("NUMC"), and to its related facilities, the A. Holly Patterson Extended Care Facility, the Elmont Community Health Center, the Davis Building-Plainview, the Freeport-Roosevelt Health Center, the Inwood-Lawrence Health Center, the Long Beach Health Center, the Hempstead Health Center, the New Cassel/Westbury Health Center, Nassau Correctional Center Medical Unit and NHCC's Certified Home Health Agency (collectively the "Health Facilities"), and any confidential, or other proprietary information, knowledge or data (oral, written or in machine-readable form) of NHCC relating to its operations, or the operations of NUMC or any of the Health Facilities, which NHCC, in its reasonable discretion, considers to be confidential and proprietary to NHCC, whether such Confidential Information shall also include any information is disclosed orally or in writing. information prepared or derived by you in connection with the evaluation of or implementation of a Business Opportunity, which contains any Confidential Information.

You further agree to remain bound by these terms for as long as the Confidential Information contemplated hereunder exists. If you are in agreement with these terms, kindly acknowledge same by signing in the space provided below.

Agreed to and Accepted by	4	Nassau Health Care Corporation
	SIGN	
	HERE	

# FORMAL SEALED BID PROPOSAL PAGE 22 BIG

BID NO. MC95-11148-5274

### **QUALIFICATION STATEMENT**

BIDDER'S NAME				
ADDRESS				·
1. STATE WHETHER COF	RPORATION	INDIVIDUAL_	PARTNERSI	HIP
PRESIDENT		AME(S) AND ADDRESS(S) OF		
SECRETARY				
TREASURER				
3. HAVE YOU FILED A QUA			NASSAU OR THE NHCC?	
4. HOW MANY YEARS HAS	S YOUR ORGANIZATION	ON BEEN IN BUSINESS UNDE	R YOUR PRESENT BUSINESS NAME?	
5. HAVE YOU, OR YOUR FI	RM, EVER FAILED TO	COMPLETE ANY WORK AWA	ARDED TO YOU?	
IF SO, WHERE AND WI				
6. IN WHAT OTHER LINE O			D?	
7. WHAT IS THE EXPERIEN	ICE OF THE PRINCIPA	L INDIVIDUALS OF YOUR OR	GANIZATION RELATING TO THE SU	BJECT OF THIS BID?
INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
8.IN WHAT MANNER HAVE	E YOU INSPECTED THE	IS PROPOSED WORK? EXPLA	IN IN DETAIL	
9. THE CONTRACT, IF AWA POSITION	RDED TO YOU OR YO	OUR FIRM, WILL HAVE THE P	ERSONAL SUPERVISION OF WHOM?	GIVE NAME AND PRESENT
10. LIST THE PROJECTS WHICH	H YOUR FIRM HAS UNDE		ED IN THE PAST FEW YEARS THAT WILL OF TRACT AMOUNT NAME/ADD	QUALIFY YOU FOR THIS BID RESS/TELEPHONE # OF
CONTACT				
		SEPARATE PAGE IF ADDITIO		
I certify that all the statements of data contained in the Organizat any award.	contained in this docume ion's Relevant Experience	nt are true, complete, and correct ce. A false certification or failure	to the best of my knowledge and belief and to disclose information shall be grounds for	a are made in good faith, including or disqualification or termination of
ALL BIDS MUST BE F.	O.B. DESTINATION A	ND INCLUDE DELIVERY WIT	HIN DOORS UNLESS OTHERWISE SP	ECIFIED
BIDDER SIGN HERE			TITLE	

BID NO. MC95-11148-5274

## IF THERE IS A "X" IN THE BOX PROCEEDING CLAUSE 44 AND/OR 45 ON PAGE 4, THIS PAGE MUST BE SIGNED, COMPLETED AND SUBMITTED WITH BID OR BIDDER WILL BE DISQUALIFIED

## SITE VISIT REQUIREMENT

See page 16 for location and time.

PLEASE CALL: NHCC AT (516) 572-6722 FOR AN APPOINTMENT

THE PROSPECTIVE VENDOR, WHEN BIDDING, REPRESENTS AND WARRANTS THAT THEY OR THEIR REPRESENTATIVE HAVE VISITED AND KNOWS THE SITE OR PREMISES UPON WHICH THE EQUIPMENT IS TO BE INSTALLED OR THE SERVICE TO BE PERFORMED HEREUNDER AND THAT THE BIDDER HAS INFORMED HIMSELF OF ALL EXISTING CONDITIONS AFFECTING THE SET UP OF THE SYSTEM, EQUIPMENT OR THE SERVICE TO BE PERFORMED.

FAILURE OF THE BIDDER TO THOROUGHLY ACQUAINT THEMSELVES WITH THE SITE(S) AND LOCAL CONDITIONS SHALL NOT RELIEVE BIDDER OF THEIR RESPONSIBILITY, AND SHALL NOT ENTITLE THEM TO ANY CLAIM FOR EXTRAS.

I,		· · · · · · · · · · · · · · · · · · ·
clear	ly print bidder's representative's name and title	
		SIGN
	signature	HERE
		•
AS AGENT FOR		
	clearly print company name	

CERTIFY THAT I HAVE VISITED AND INSPECTED THE SITE(S) AS PER THE SPECIFICATIONS IN THIS BID AND HAVE A FULL UNDERSTANDING OF WHAT IS REQUIRED BY THE NASSAU UNIVERSITY MEDICAL CENTER WITH REGARD TO ALL THE SPECIFICATIONS IN THIS BID.

BIDDER SIGN HERE	TTILE			
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BID NO. MC95-11148-5274

# FAILURE TO COMPLETE THIS FORM (2 PAGES) AND SIGN IN APPROPRIATE PLACE SHALL RESULT IN AUTOMATIC REJECTION OF THE BID

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

SECTION 139-D, Statement of Non-Collusion in bids to the State;

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGAINZATION, UNDER PENALTY OF 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.
- [4] The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

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 periury under the laws of the State of New York.

	<del></del>	
this, 20	as the act and deed of said Corporation or Partnership.	
<b>Identifying Data</b>		
Potential Contractor		
Address		-
Street		-
City, Town, etc.		_
Telephone		_
If applicable, Responsible Corporate Officer		,
Name	Title	SIGN
		HERE
Signature		

BID NO. MC95-11148-5274

	······	
	<del></del>	
IF BIDDER(S) (ARE) A <b>CORPORATION</b> , NAME LEGAL RESIDENCE	COMPLETE THE FOLI	LOWING:
President:		
Secretary:		
Treasurer:		
President:		
Secretary:		
Treasurer:		
Treasurer:  Joint or combined bids by companies or firms mu	sst be certified on behalf of	each participant.
Joint or combined bids by companies or firms mu  Legal name of person, firm or corporation	Legal name of per	
Joint or combined bids by companies or firms mu	Legal name of per	son, firm or corpor
Joint or combined bids by companies or firms mu  Legal name of person, firm or corporation  By	Legal name of per	son, firm or corpo
Joint or combined bids by companies or firms multiple.  Legal name of person, firm or corporation  By	Legal name of per	son, firm or corpora e Title
Joint or combined bids by companies or firms mu  Legal name of person, firm or corporation  By	Legal name of per	son, firm or corpora

 ${\tt ALL~BIDS~MUST~BE~F.O.B.~DESTINATION~AND~INCLUDE~DELIVERY~WITHIN~DOORS~UNLESS~OTHERWISE~SPECIFIED}\\$ 

### **SAMPLES**

Bidder Supplied Sample(s) The Director reserves the right to request from the bidder/contractor a representative sample(s) of the product offered at any time prior to or after award of a contract. Unless otherwise instructed samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of bid or cancellation of the contract. Samples must be submitted free of charge and be accompanied by the bidder's name, address, and any descriptive literature relating to the sample. Where applicable, samples must be properly labeled with the appropriate bid/contract reference.

A sample may be held by the Director during the entire term of the contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period the sample, where feasible, will be returned as instructed by the bidder, at the bidder's expense and risk. Where the bidder has failed to fully instruct the Director as to the return of the sample (i.e. mode and place of return etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

<u>Conformance with Sample(s)</u> Submission of a sample (whether or not such sample is tested by, or for, the Director) and approval thereof shall not relieve the Contractor from full compliance with all conditions and terms, performance related and otherwise, specified in the bid documents. If in the judgment of the Director the sample or product submitted is not in accordance with the specifications or testing requirements prescribed in the bid documents, the Director may reject the bid. If an award has been made, the Director may cancel the contract at the expense of the Contractor.

**Testing** All samples are subject to tests in the manner and place designated by the Director, either prior to or after contract award. Unless otherwise stated in the bid specifications, bidder sample(s) consumed or rendered useless by testing will not be returned to the bidder.

**Enhanced Sample(s)** When an approved sample exceeds the minimum specifications, all products delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractor's default, the Director may procure a commodity substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.

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 NHCC will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his/her 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.

WITHIN DOORS UNLESS OTHI	ERWISE SPECIFIED
TITLE	
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## **Procurement Law Requirements**

State Finance Law §§ 139-j and 139-k (collectively, the "Procurement Requirements") apply to this sealed bid. The Procurement Requirements (1) govern permissible communications between potential respondents and NHCC with respect to this sealed bid during the procurement process; and (2) establish sanctions for knowing and willful violations of the provisions of the Procurement Requirements, including disqualification from eligibility for an award of any contract pursuant to this solicitation.

Compliance with the Procurement Requirements requires that (a) all communications regarding this sealed bid, from the issuance of this sealed bid through final award and approval of any resulting contract (the "Restricted Period"), be conducted only with the buyer listed on the first page of this bid; (b) the completion by respondents of the Offerer Disclosure of Prior Non-Responsibility Determinations and the Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law, copies of which are attached to this sealed bid as attachments to Appendix A, and (c) periodic updating of such forms during the term of any contract resulting from this sealed bid. Respondents must submit both of these forms, properly completed, as part of their proposals. The Procurement Requirements also require NHCC employees to obtain and report certain information when contacted by prospective bidders during the Restricted Period, make a determination of the responsibility of bidders and make all such information publicly available in accordance with applicable law. If a prospective bidder is found to have knowingly and willfully violated the State Finance Law provisions, that prospective bidder and its subsidiaries, related or successor entities will be determined to be a non-responsible bidder and will not be awarded any contract issued pursuant to this sealed bid.

A copy of the State Finance Law Sections 139-j and 139-k can be found at <a href="http://www.ogs.state.ny.us/aboutogs/regulations/advisoryCouncil/StatutoryReferences.html">http://www.ogs.state.ny.us/aboutogs/regulations/advisoryCouncil/StatutoryReferences.html</a>. All potential Respondents are solely responsible for full compliance with the Procurement Requirements.

### APPENDIX A

REQUIRED DISCLOSURE OF INFORMATION: THE FORMS SET FORTH BELOW MUST BE FULLY COMPLETED AND RETURNED WITH A RESPONDING FIRM'S SUBMISSION. A SUBMISSION WILL NOT BE CONSIDERED COMPLETE WITHOUT SUBMISSION OF THIS ATTACHMENT.

### Offerer's Affirmation of Understanding and Agreement

Instructions:	
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLU	DE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED
BIDDER SIGN HERE	TITLE

BID NO. MC95-11148-5274

A Government Entity must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible Contacts in the Restricted Period for a procurement contract in accordance with State Finance Law §§ 139-j and 139-k. It is recommended that this affirmation be obtained as early as possible in the procurement process, such as when the Offerer submits its proposal or bid. The following language can be used to obtain the affirmation.

Offerer affirms that it understands and agrees to comply with the procedures of NHCC permissible Contacts as required by State Finance Law §§ 139-j (3) and 139-j (6)(b).	relative to
By - Print Name	-
Title:	
Date	_
Contractor Name:	
Contractor Address:	
	SIGN
Signature :	HERE
	1

PAGE 29 BID NO. MC95-11148-5274

### Offerer Disclosure of Prior Non-Responsibility Determinations

### **Background:**

Under New York State Finance Law § 139-k (2), covered governmental entities are obligated to obtain specific information regarding prior non-responsibility determinations. In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by a Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law §139-k (1). State Finance Law §139-j sets forth detailed requirements about the restriction on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such Contact does not fall within one of the exemptions).

As part of its responsibility determinations, a covered governmental entity must consider whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe.

### Instructions:

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract.

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## **Disclosure of Prior Non-Responsibility Determinations Form**

Name o	f Individual or Entity Seeking to Enter into Procurement Co	ntract:
Address:		
Name and Title of	Person Submitting this Form:	
Contract Procure	ment Number:	
Date:		
	al Entity made a finding of non-responsibility regarding the Procurement Contract in the previous four years?  No Yes	e individual or entity
f yes, please answer the	e next questions:	
2. Was the basis for the Please Circle):	finding of non-responsibility due to a violation of State Fin No Yes	nance Law §139-j?
ncomplete information	finding of non-responsibility due to the intentional provisito a Governmental Entity?	on of false or
Please Circle):	No Yes	
l. If you answered 'yes non-responsibility below	to any of the above questions, please provide details regards:	ding the finding of
Governmental entity: _		
Date of Finding of Non-	Responsibility:	
Basis of Finding of Nor	-Responsibility:	
(Add additional pages a	s necessary)	

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5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle) No Yes
6. If yes, please provide details below.
Governmental Entity:
Date of Termination or Withholding of Contract:
Basis of Termination or Withholding:
(add additional pages as necessary)
Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.
Signature:
Printed Name: Date:
Title:

BID NO. MC95-11148-5274

## Nassau University Medical Center Guidelines for the Prevention of Nosocomial Infection

# Relevant Only During Hospital Construction and Remodeling

### 1. Purpose

To prevent the airborne spread of fungal spores, which may cause disease in susceptible individuals during hospital construction, demolition, and remodeling activities. Construction / renovation require substantial planning to minimize the risk of airborne infection both during projects and after their completion. A multidisciplinary team coordinates Fire Safety and Infection Control risk assessments.

### 2. Construction / Remodeling Coordination Team

- A The team considers the following prior to initiating any construction or repair activity:
  - 1. Design and function of the new structure.
  - 2. Assessment of environmental risks for airborne disease and opportunities for prevention.
  - 3. Measures to contain dust and moisture during construction.
- B The following disciplines are included:
  - 1. Engineering Department
  - 2. Medical Director and Manager of the involved and adjacent patient care areas
  - 3. Safety and Security Department
  - 4. Infection Control Department
  - 5. Planning Department / Architects
  - 6. Project Managers
- C Responsibility and Accountability
  - 1. Coordinate members' input in developing a comprehensive project management plan.
  - 2. Conduct a risk assessment of the project to determine potential hazards to susceptible patients.
  - 3. Prevent unnecessary exposure of patients, visitors and staff.
  - 4. Oversee all infection control aspects of construction activities
  - 5. Establish site-specific infection control protocols for specialized areas.
  - 6. Ensure compliance with construction standards and any applicable safety regulations.
  - 7. Establish a mechanism to correct problems quickly.
  - 8. Implement "interim life safety measures" as required
  - 9. Infection Control Risk Assessment Procedure.

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BID NO. MC95-11148-5274

## **Infection Control Risk Assessment Form**

Task / Project Description:								
Location:								
	Facility	Bldg	Floor	Section / Area				
_	Using the following Activity (Type	ng table, identify th A - D)	e <u>Type</u> of Constru	action Project or				
TYPE A	Inspection and Non-Invasive Activities. Includes, but is not limited to:  • removal of ceiling tiles for visual inspection limited to 1 tile per 50 square							
	• removal	or ceiling thes for vi	sual inspection iim	illed to 1 tile per 50 square				
	painting (but not sanding)							
	<ul> <li>wall covering, electrical trim work, minor plumbing, and activities which do</li> </ul>							
			utting of walls or a	ccess to ceilings other than				
		inspection.		inimal diret				
TYPE B Small scale, short duration activities which create minimal dust Includes, but is not limited to:								
		ion of telephone and	computer cabling					
		to chase spaces	or and order					
	<ul> <li>cutting of</li> </ul>	of walls or ceiling who	ere dust migration (	can be controlled				
TYPE C	_		_	t or requires demolition				
•	or removal of any fixed building components or assemblies Includes, but is not limited to:							
	1	of walls for painting	or wall covering					
	_	of floor-covering, ce	_	work				
		Il construction	gee aa eaee					
	minor de	uct work or electrical	work above ceiling	JS.				
	I -	abling activities						
		vity which cannot be		single work-shift				
TYPE D	Includes, but n	n and construction	projects					
		of illilited to. s which requires cons	sacutiva work shifts					
		heavy demolition or						
		nstruction						

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**Step Two:** Using the following table, identify the <u>Patient Risk</u> Groups that will be affected. If more than one group will be affected, select the higher risk group:

Low risk		Medium risk		High risk		Highest Risk
- Office areas	1.	Endoscopy	1.	Bronchoscopy	1.	Any area caring for
	2.	Laboratories	2.	Dialysis		immunocompromised
		(specimen)	3.	Dialysis Cath Room		patients
	3.	Medical/Surgical Units	4.	Emergency Room	2.	Burn Center
	4.	Nuclear Medicine	5.	Intensive Care Units	3.	Central Sterile
	5.	Physical Therapy	6.	Outpatient surgery		Supply
	6.	Radiology	7.	Pharmacy	4.	Nursery/NICU
	7.	Respiratory Therapy	8.	Post Anesthesia Care Unit	5.	Operating rooms
	8.	Treatment Rooms	9.	Pulmonary Care Unit	6.	Pharmacy Admixture
	9.	Waiting Areas				Area
		-				

**Step Three:** Match the Patient Risk Group (Low, Medium, High, Highest) with the planned Construction Project Type (A,B,C,D) on the following matrix, to find the Class of Precautions (I, II, III, or IV) or level of infection control activities required.

### Class I – IV Precautions are delineated on the following page.

IC Matrix - Class of Precautions: Construction Project by Patient Risk

Construction Project / Maintenance Activity Type

		,		
Patient Risk Group	Type A	Type B	Type C	Type D
<b>LOW</b> Risk Group	I	II	II	III / IV
<b>MEDIUM</b> Risk Group	I	II	III	IV
HIGH Risk Group	I	II	III / IV	IV
HIGHEST Risk Group	II	III / IV	III / IV	IV

Note: Infection Control approval will be required when the Construction Activity and Risk Level indicate that Class III and Class IV control procedures are necessary.

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### Description of Required Infection Control Precautions by Class

#### **Upon Completion of Project During Construction Project** Execute work by methods to minimize raising dust Class from the construction operators. 2. Immediately replace a ceiling tile displaced for visual inspection Provide active means to prevent airborne dust from Wipe work surfaces with disinfectant dispersing into atmosphere Contain construction waste before transport in tightly 2. Water mist work surfaces to control dust while cutting covered containers Class Seal unused doors with duct tape 3. Wet mops and/or vacuum with HEPA filtered vacuum 4. Block off and seal air vents before leaving work area. 5. Place dust mat at entrance and exit of work area Remove isolation of HVAC system in area where work Remove or isolate HVAC system in areas where work is being performed. is being preformed. Remove or Isolate HVAC system in area where work is Do not remove barriers from work area until completed being done to prevent contamination of duct system project is inspected by the owner's Safety Department and Infection Control Department and thoroughly Complete all critical barriers e.g.: sheetrock, plywood, plastic, to seal area from non-work area or implement cleaned by the owner's Environmental Services control cube method (cart with plastic covering and Department. Class III sealed connection to work site with HEPA vacuum for Remove barrier materials carefully to minimize vacuuming prior to exit) before construction begins. spreading of dirt and debris associated with Maintain negative air pressure within work site utilizing construction. HEPA equipped air filtration units. 3. Vacuum work area with HEPA filtered vacuums Contain construction waste before transport in tightly Wet mop area with disinfectant 4. Remove isolation of HVAC system in areas where covered containers 5. Cover transport receptacles or carts. Tape covering work is being performed. unless solid lid. Isolate HVAC system in area where work is being Remove barrier material carefully to minimize 1. done to prevent contamination of duct system spreading of dirt and debris associated with 2. Complete all critical barriers e.g.: sheetrock, construction. Contain construction waste before transport in tightly plywood, plastic, to seal area from non-work area or implement control cube method (cart with plastic covered containers. covering and sealed connection to work site with Cover transport receptacles or carts. Tape covering HEPA vacuum for vacuuming prior to exit) before unless solid lid. construction begins. Vacuum work area with HEPA filtered vacuums. 3. Maintain negative air pressure within work site Wet mop area with disinfectant. utilizing HEPA equipped air filtration units. Remove isolation of HVAC system in areas where **CLASS IV** 4. Seal holes, pipes, conduits, and punctures work is being preformed. appropriately 5. Construct anteroom and require all personnel to pass through this room so they can be vacuumed using a HEPA vacuum cleaner before leaving work site or they can wear clothing or paper coveralls that are removed each time they leave the work site. All personnel entering work site are required to 6. wear shoe covers. Shoe covers must be changed. 7. Do not remove barriers from work area until completed project is inspected by the owner's Safety Department and Infection Control Department and thoroughly cleaned by the owner's Environmental Services Department.

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Step Four: Implement the appropriate level of infection control precautions as indicated in the above table.

This i	nroiect i	requires	the fo	llowing	class	
11112	DIOLCUI	cquiics	$\mathbf{u}$	711U W 1111Z	Class	

Print Name	Signature	Title	Da
ngineering / Maintenance o	or Planning		
Print Name	Signature	Title	— Da
	Vandow's Natification Deale	wation	
Vendors Performin	Vendor's Notification Declar g Work At Nassau Health Ca		
		are Corporation Facilities	;
Pl	g Work At Nassau Health Ca	are Corporation Facilities  w, sign and date.	
(Contracting Company The person whose signa for company listed abo	g Work At Nassau Health Ca	are Corporation Facilities  w, sign and date.  tor, partner or officer author	orized to sign

# New York State Department of Taxation and Finance Contractor Certification Form (ST-220)

### TAX LAW § 5-A

Tax Law § 5-a, is effective with all solicitations to purchase issued by covered agencies on or after January 1, 2005. It applies to contracts where (1) the total amount of such persons' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates, subcontractors, or affiliates of subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and (2) the contracts or agreements with state agencies or public authorities for the sale of commodities or services have a value in excess of \$15,000. This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, its subcontractors and affiliates of the subcontractors are required to register to collect state sales and compensating use tax. Where required to register, the contractor must also certify that it is, in fact, registered with the Department of Taxation and Finance (DTF). The law prohibits the Comptroller, or other approving agency, from approving a contract awarded to a vendor meeting the registration requirements but who is not so registered in accordance with the law.

Contractor certification forms and instructions for completing the forms are attached to this bid. Proposed contractors should complete and return the certification forms within two business days of request (if the forms are not completed and returned with bid submission). Failure to respond timely may render a bidder non-responsive and non-responsible. Bidders shall take the necessary steps to provide properly certified forms, within a timely manner to ensure compliance with the law.

Vendors may call the Tax Department at 1-800- 972-1233 for any and all questions relating to Tax Law § 5-a and relating to a company's registration status with the Tax Department. For additional information and frequently asked questions, please refer to the Department of Tax and Finance web site: http://www.nystax.gov/sbc/nys\_contractors.htm .

Nassau Health Care Corporation reserves the right to terminate this contract in the event it is found that the certification filed by the Contractor in accordance with § 5-a of the Tax Law is not timely filed during the term of the contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, Nassau Health Care Corporation may exercise its termination right by providing written notification to the Contractor.

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## ST-220

New York State Department of Taxation and Finance

(1/05)

## **Contractor Certification**

(Pursuant to Section 5-a of the Tax Law)

For	more information, see Publication 222, Question and Answers Concerning Tax Law Section 5-a.	
	ractor name	For office use only Contract number
Con	tractor's principal place of business City State ZIP code	
Mai	ing address (if different than above)	Estimated contract value
Con	cractor's federal employer identification number (EIN)  Contractor's sales tax ID number (if different from contractor's EIN)	
Con	Contracting state agency Nassau Health Care Corporation	
I, _	, hereby affirm, under penalty of perjury, that I am the above-named contractor, that I am authorized to make this certification on behalf	(title)
	attractor, and that:	or such
(M	rt I. Contract services that are not services for purposes of Tax Law section 5-a ark an X in the box if this statement is applicable. If you mark this box, you do not lets II through V.)  The requirements of Tax Law section 5-a do not apply because the subject matter of the contract concerns the polynomial of the contract concerns the	have to complete
	which are not <i>services</i> within the meaning of Tax Law section 5-a.	
(If y	ou did not mark the box next to the statement in Part l, mark an ${f X}$ next to the applicable statement in Parts II thro	ough V.)
Pa	rt II. Contractor registration status	
	The contractor has made sales delivered by any means to locations within New York State of tangible person services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last of August, and November which immediately precede the quarterly period in which this certification is made, and York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance 1134 and 1253 of the Tax Law.	day of February, May, is registered for New
	As of the date of this certification, the contractor has not made sales delivered by any means to locations with tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the ending on the last day of February, May, August, and November which immediately precede the quarterly certification is made.	four quarterly periods
Pa	rt III. Affiliate registration status	
	As of the date of this certification, the contractor does not have any affiliates.	
	To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales deliv locations within New York State of tangible personal property or taxable services having a cumulative value during the four quarterly periods ending on the last day of February, May, August, and November which im quarterly period in which this certification is made, and each affiliate exceeding the \$300,000 sales threshold	in excess of \$300,000 mediately precede the
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	registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed on Schedule A of this certification the name, address, and identification number of each affiliate exceeding the \$300,000 sales threshold during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.
	To the best of the contractor's knowledge, the contractor has one or more affiliates and, as of the date of this certification, each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.
Pa	rt IV. Subcontractor registration status
	As of the date of this certification, the contractor does not have any subcontractors.
	The contractor has one or more subcontractors, and each subcontractor has informed the contractor of whether or not, as of the date of this certification, it has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made. Each subcontractor informing the contractor that it has made sales in excess of the \$300,000 threshold during such periods has further informed the contractor that it is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed on Schedule A of this certification the name, address and identification number of each subcontractor exceeding the \$300,000 sales threshold during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.
	The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.
Pa	rt V. Subcontractor affiliate registration status
	The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it does not have any affiliates
	The contractor has one or more subcontractors, and each subcontractor has informed the contractor of whether or not, as of the date of this certification it has any affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August and November which immediately precede the quarterly period in which this certification is made. Each subcontractor informing the contractor that it has one or more affiliates having made sales in excess of the \$300,000 threshold during such periods has further informed the contractor that each such affiliate is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed on Schedule A of this certification the name, address and identification number of each affiliate exceeding the \$300,000 sales threshold during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.
	The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it has no affiliate having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.
Sw	Forn to this day of, 20 SIGN HERE
	(signature) (title)

BID NO. MC95-11148-5274

Individual, Corporation, Partnership, or LLC Acknowledgment	
STATE OF }	
STATE OF	
On the day of in the year 20, before me personally appear known to me to be the person who executed the foregoing instrument, who, being depose and say that _he resides at,	
Town of,	
County of,	
State of; and further that:	
[Mark an <b>X</b> in the appropriate box and complete the accompanying statement.]	
(If an individual): _he executed the foregoing instrument in his/her name and	on his/her own behalf.
(If a corporation): _he is the, the corporation described in said instrument the Board of Directors of said corporation, _he is authorized to execute the foreg	nt; that, by authority of
the foregoing instrument in the name of and on behalf of said corporation as the	authority, _he executed
the foregoing instrument in the name of and on behalf of said corporation as the corporation.  (If a partnership): he is the	authority, _he executed act and deed of said
the foregoing instrument in the name of and on behalf of said corporation as the corporation.  (If a partnership): _he is the, the partnership described in said instruments and partnership, _he is authorized to execute the foregoing instrument on behalf purposes set forth therein; and that, pursuant to that authority, _he executed the fithen ame of and on behalf of said partnership as the act and deed of said partnership.	authority, _he executed act and deed of said  nt; that, by the terms of of the partnership for foregoing instrument in thip.
the foregoing instrument in the name of and on behalf of said corporation as the corporation.  [If a partnership): _he is the	authority, _he executed act and deed of said  at; that, by the terms of of the partnership for foregoing instrument in thip.  orized to execute the forth therein; and that,
behalf of the corporation for purposes set forth therein; and that, pursuant to that the foregoing instrument in the name of and on behalf of said corporation as the corporation.  [If a partnership): _he is the	authority, _he executed act and deed of said  at; that, by the terms of of the partnership for foregoing instrument in thip.  orized to execute the forth therein; and that,

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### Schedule A - List of affiliates, subcontractors, and affiliates of subcontractors

A Relationship	B Name	C Address	D ID Number	E Sales Tax ID Number	F Proof of
to Contractor	Name	Address	ID Number	Sales Tax ID Nulliber	Registration
					Č
		ata aalumma C. D. and E. Entan A if an affiliata	L		

- Column A Enter C if the contractor; do not complete columns C, D, and E. Enter A if an affiliate of the contractor; S if a subcontractor; or SA if an affiliate of a subcontractor, and complete columns B through F.
- Column B Name If person is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State. If person is a partnership or sole proprietor, enter the name of the partnership and each partner's given name, or the given name(s) of the owner(s), as applicable. If person has a different DBA (doing business as) name, enter that name as well.
- Column C Address Enter the street address of person's principal place of business. Do not enter a PO box.
- Column D ID number Enter the federal identification number assigned to the person or person's business, as applicable.
- Column E Sales tax ID number Enter only if different from federal ID number in column D.
- Column F Enter CA if a paper copy of the certificate of authority is attached; or RC if person is registered with DTF and has confirmed this status with DTF.

### **Privacy notification**

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law, and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

u to civil or criminal panalties Fail

s information is maintained by the	e Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; as outside the United States and outside Canada, call (518) 485-6800.
ALL BIDS MUST BE F.O.B.	DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED
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### **Instructions**

### **General information**

On August 20, 2004, New York State enacted section 5-a of the Tax Law requiring persons awarded contracts valued at more than \$15,000 with state agencies, public authorities or public benefit corporations to certify that they, their affiliates, their subcontractors, and the affiliates of their subcontractors have a valid certificate of authority to collect New York State and local sales and compensating use taxes. A contractor, affiliate, subcontractor or affiliate of a subcontractor must be certified as having a valid certificate of authority if such person makes, or has made, aggregate sales delivered within New York State of more than \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made. A contractor must use Form ST-220, Contractor Certification, to make this certification before the contract may be approved by the Office of the State Comptroller (OSC), or other contract approver if OSC is not required to approve the contract.

This statute applies to contracts resulting from solicitations to purchase issued by governmental entities on or after January 1, 2005. In the case of contracts resulting from issuance of an invitation for bid (IFB) or a request for proposal (RFP), the statute would apply if the IFB or RFP was first issued on or after January 1, 2005. The statute would not apply if the bid document was first issued before January 1, 2005, even if the bid document was amended, or the resulting contract was awarded, approved, amended, or extended after January 1, 2005.

The statute does not apply to purchases from preferred sources. For additional information, please see Publication 222, Questions and Answers Concerning Tax Law Section 5-a.

### Definition of terms associated with section 5-a

The following is a partial list. Please see Publication 222 for additional information.

A *contractor* is defined as a person awarded a contract by a covered agency.

The term person is defined as any entity in business for either profit or notfor-profit purposes and can refer to an individual, partnership, limited liability company, society, association, joint stock company, or corporation.

A covered agency is defined as New York State or any department, board, bureau, commission, division, office, council or agency of New York State; public authorities and public benefit corporations. The State Legislature, the judiciary, Department of Law, Office of State Comptroller, State Education Department, State University of New York and the senior colleges of City University of New York are included in this definition.

An affiliate is an entity which, through stock ownership or any other affiliation, directly, indirectly or constructively, controls another entity, is controlled by another entity, or is, along with another entity, under the control of a common parent company.

A subcontractor is an entity specifically engaged by a contractor or another subcontractor to provide commodities or perform services necessary to allow a contractor to fulfill a particular contract with a covered agency.

Commodities means, other than with respect to contracts for State printing, material goods, supplies, products, construction items or other standard articles of commerce other than technology which are the subject of any purchase or other exchange.

Tangible personal property means physical personal property, of any nature, that has a material existence and is perceptible to the human senses. Tangible personal property includes, without limitation: (1) raw materials, such as wood, metal, rubber and minerals; (2) manufactured items, such as gasoline, oil, diesel motor fuel and kero-jet fuel, chemicals, jewelry, furniture, machinery and equipment, parts, tools, supplies, computers, clothing, motor vehicles, boats, yachts, appliances, lighting fixtures, building materials; (3) pre-written off-the-shelf software; (4) artistic items such as sketches, paintings, photographs, moving picture films and recordings; (5) animals, trees, shrubs, plants and seeds;

- (6) bottled water, soda and beer; (7) candy and confections;
- (8) cigarettes and tobacco products; (9) cosmetics and toiletries;
- (10) coins and other numismatic items, when purchased for purposes other than for use as a medium of exchange;
- (11) postage stamps, when purchased for purposes other than mailing; and
- (12) precious metals in the form of bullion, ingots, wafers and other forms.

### **Completing Form ST-220 Identification information**

Contractor name: Enter the exact legal name of the person or entity who is contracting to provide commodities or services to a covered agency of New York State. This is the name registered with the New York Department of

**Contractor's principal place of business**: Enter a street address, not a PO box number.

Mailing address: Enter the address where contractor receives mail, if different than the principal place of business.

Contracting state agency: Enter the state agency awarding the contract to the contractor.

**Certification statement**: If the contractor is a corporation, the statement must be completed by the president, vice president, treasurer, assistant treasurer, chief accounting officer, or other officer authorized by the corporation. If the contractor is a partnership, the statement must be completed by a partner or person authorized by the partnership. If the contractor is a limited liability company, the statement must be completed by a member of the LLC and be authorized by the LLC.

### Part I - Contract services not pursuant to Tax Law section 5-a

If the services to be performed under the contract are not services within the meaning of Tax Law section 5-a, mark an X. You do not have to complete Parts II through V. You must sign and have the certification acknowledged.

For procurement law purposes, services means, other than with respect to contracts for State printing, the performance of a task or tasks and may include a material good or a quantity of material goods, and which is the subject of any purchase or other exchange. For procurement law purposes, technology is a service. The term services for procurement law purposes does not apply to contracts for architectural, engineering or surveying services, or to contracts with not-for-profit organizations approved in accordance with Article eleven-B of the State Finance Law.

The term taxable services for New York State and local sales and compensating use tax law purposes includes, but is not limited to: 1) providing information by printed, mimeographed or multigraphed matter or by duplicating written or printed manner in any other

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BID NO. MC95-11148-5274

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manner; 2) processing, assembling, fabricating, printing or imprinting tangible personal property furnished by a customer who did not purchase the tangible personal property for resale;3) installing, maintaining, servicing, or repairing tangible personal property that is not held for sale by the purchaser of the service in the regular course of business (for example, servicing automobiles, installing appliances, and repairing radio and television sets); 4) storing tangible personal property that is not being held for sale; 5) renting safe deposit boxes, vaults, and similar storage facilities; 6) maintaining, servicing, or repairing real property both inside and outside buildings (for example, cleaning, painting, gardening, snow plowing, trash removal, and general repairs); 7) providing parking, garaging, or storing services for motor vehicles; 8) interior decorating and designing; 9) protective or detective services; and 10) entertainment or information services provided by means of telephony or telegraphy.

### Parts II through V

If the contract is covered under Tax Law section 5-a, you must mark an  $\boldsymbol{X}$  in one box in each of these parts. You must also sign and have the certification acknowledged, and complete Schedule A.

### Schedule A

### Column A - Relationship to the contractor

The contractor should enter a  $\it C$ . It is not necessary for the contractor to complete columns C through E since this information has been provided on page 1.

If the person listed in column B is an affiliate of the contractor, enter an A; if a subcontractor, enter an S, if an affiliate of a subcontractor, enter SA.

#### Column B - Name

Enter the exact legal name as registered with the New York Department of State of each corporation or limited liability company. If the person is a partnership or sole proprietor, enter each partner's or the owner's given name. If the person uses a different name or DBA (doing business as), enter that name as well.

#### Column C - Address

Enter the street address of the person's principal place of business. Do not enter a PO box.

### Column D - ID number

If the person listed in column B is an individual, enter the social security number of that person. Otherwise enter the employer identification number (EIN) assigned to the person.

#### Column E - Sales tax ID number

Enter the sales tax identification number, if different from the federal identification.

#### Column F - Proof of registration

Enter CA and attach a copy of the certificate of authority for the person.

If the certificate of authority is not readily available and if the person is registered with the Department of Taxation and Finance and has confirmed this status with the DTP, enter *RC*.

Return a signed and acknowledged original Form ST-220, and a copy, with the contract to the procuring state agency.

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The forms on the next two pages are to be filled out completely so that the information can be entered in our computer system for purchase orders and payments to be made.

## **VENDOR INFORMATION FORM**

THIS FORM, **ALONG** WITH THE ATTACHED "700" FORM MUST BE FILLED OUT AND SUBMITTED TO THIS OFFICE <u>PROMPTLY</u> BEFORE ANY <u>PURCHASE ORDER</u> OR <u>PAYMENT</u> CAN BE PROCESSED.

BUSINESS NAME:	
BUSINESS Address:	
Contact Person:	
Telephone Number:	
FAX Number:	
*PLEASE NOTE: ANY CHANGE IN ACCOMPANIED IDULY SIGNED.	VENDOR INFORMATION PREVIOUSLY PROVIDED, MUST BE BY A NOTIFICATION OF SAID CHANGE ON VENDOR LETTERHEAD
ALL BIDS MUST BE F.O.B. DESTINATION A	AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED
BIDDER SIGN HERE	

# REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

IDEN	THICATION NUMBER	RAND CERTIFICATION	<b>714</b>
Document Type: In	nitial Entry [ ] Revis	sion [ ] 1099 Y	es [ ] No [ ]
VENDOR / PAYEE ID			VENDOR CLASS NMS
VENDOR / PAYEE NAME:			
REMIT TO ADDRESS:			
	STATE		
Please answer the four	questions below and sign	n at bottom. Incomplete f	orms will delay payment.
<ol> <li>The vendor/pay ID number pr vendor</li> </ol>		3. Is medical or legal se	•
Federal ID # [ ] So	ocial Security # [ ]	Yes [ ]	No [ ]
2. Is vendor/payee incorporated: Yes [ ] No [		4. Is vendor/payee an e Care Corp.	mployee of Nassau Health Yes [ ] No [ ]
Certification - Under penalties of perjury, I ce issued to me), and (2) I am not subject to back Service (IRS) that I am subject to backup with to backup withholding. (3) The information p Certification Instructions: - You must cross under reporting interest or dividends on your to	sup withholding because: (a) I am exernholding as a result of a failure to report ovided on this form is correct to the bout item (2) above if you have been not be a support of the suppo	mpt from backup withholding or (b) I h ort all interest or dividends or (c) the IRS best of my knowledge. otified by the IRS that you are currently	ave not been notified by the Internal Revenue S has notified me that I am no longer subject
PLEASE SIGN HERE			SIGN
DATE			HERE
Internale use Only:			
Form submitted by:	(Nan	ne)	(NUMC Dept.)
Nassau Health Care Corp. 2201 Hempstead Turnpike East Mea	dow, NY 11554		Form 700-W

### MC95-11148-5274 Assorted Steel Products & Supplies

Proposals submitted hereunder shall be in accordance with the following detailed specifications.

## **SPECIFICATIONS**

It is the intent of the NuHealth Corporation to establish a multi-year contract for assorted steel products and supplies for Nassau University Medical Center, A. Holly Patterson Extended Care Facility as well as any off-site facility of the NuHealth Corporation as per the specifications listed below.

### **Specifications**

Items to be purchased via this blanket order may include, but not limited to, any of the items shown on the attachments listed below.

- Attachment "A" Angles, Channels, Tees and Beams 1.
- Attachment "B" Hot rolled Bars
- Attachment "C" Pipe and Structural and Ornamental Tubing 3.
- Attachment "D" Stainless Steel 4.
- Attachment "E" Cold rolled Bars 5.
- Attachment "F" Sheets, Plates and Expanded Metal 6.

Additional Steel Products not listed in Attachments "A-F" are to be provided, upon request, at a mark-up over cost as well. (See pricing item #2)

Vendor shall submit all supporting documentation showing cost of steel products with invoices. Failure to submit supporting documentation will result in invoices being returned to vendor without payment.

	Pricing		
1. N	Mark-up Over cost for items in Attachments "A-F"	%	
2. N	Mark-up Over cost of items not included in attachments.	%	
3. V	Varranty period for all products	days	
Ā	ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOO	RS UNLESS OTHERWISE SPECIFIED	

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	SHAPE	MATERIAL	DESCRIPTION	PRICE
	ANG	GELS, CHANNELS, TEES A	 ND BEAMS – ATTACHMEN'	T "A"
1	ANGLE	A36 HR	1 ½ X 1 ½ X 4	
2	ANGLE	A36 HR	1 ½ X 1 ½ X 1/8	
3	ANGLE	A36 HR	1 ½ X 1 ½ X 3/16	
4	ANGLE	A36 HR	1 ¼ X 1 ¼ X ¼	
5	ANGLE	A36 HR	1 ¼ X 1 ¼ X 1/8	
6	ANGLE	A36 HR	1 ¼ X 1 ¼ X 3/16	
7	ANGLE	A36 HR	1 X 1 X 1⁄4	
8	ANGLE	A36 HR	1 X 1 X 1/8	
9	ANGLE	A36 HR	1 X 1 X 3/16	
10	ANGLE	A36 HR	2 ½ X 2 ½ X ¼	
11	ANGLE	A36 HR	2 ½ X 2 ½ X 3/16	
12	ANGLE	A36 HR	2 X 2 X ¼	
13	ANGLE	A36 HR	2 X 2 X 1/8	
14	ANGLE	A36 HR	2 X 2 X 3/16	
15	ANGLE	A36 HR	2 X 2 X 3/8	
16	ANGLE	A36 HR	2 X 2 X 5/16	
17	ANGLE	A36 HR	3 ½ X 3 ½ X ¼	
18	ANGLE	A36 HR	3 ½ X 3 ½ X 3/8	
19	ANGLE	A36 HR	3 ½ X 3 ½ X 5/16	
20	ANGLE	A36 HR	3 X 2 X ¼	
21	ANGLE	A36 HR	3 X 2 X 3/16	
22	ANGLE	A36 HR	3 X 2 X 3/8	
23	ANGLE	A36 HR	3 X 2 X 5/16	
24	ANGLE	A36 HR	3 X 3 X 1/2	
25	ANGLE	A36 HR	3 X 3 X ¼	
26	ANGLE	A36 HR	3 X 3 X 3/16	
27	ANGLE	A36 HR	3 X 3 X 3/8	
28	ANGLE	A36 HR	3 X 3 X 5/16	
29	ANGLE	A36 HR	<sup>3</sup> / <sub>4</sub> X <sup>3</sup> / <sub>4</sub> X 1/8	
30	ANGLE	A36 HR	4 X 3 ½ X ¼	
31	ANGLE	A36 HR	4 X 3 X 5/16	
32	ANGLE	A36 HR	4 X 3 X 1/4	
33	ANGLE	A36 HR	4 X 3 X 3/8	
34	ANGLE	A36 HR	4 X 3 X 5/16	
35	ANGLE	A36 HR	4 X 4 X ½	
36	ANGLE	A36 HR	4 X 4 X 1/4	
37	ANGLE	A36 HR	4 X 4 X ¾	
38	ANGLE	A36 HR	4 X 4 X 3/8	
39	ANGLE	A36 HR	4 X 4 X 5/16	
40	ANGLE	A36 HR	5 X 3 ½ X ½	
41	ANGLE	A36 HR	5 X 3 ½ X ¼	

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BID NO. MC95-11148-5274

	SHAPE	MATERIAL	DESCRIPTION	PRICE
42	ANGLE	A36 HR	5 X 3 ½ X 3/8	
43	ANGLE	A36 HR	5 X 3 ½ X 5/16	
44	ANGLE	A36 HR	5 X 3 X ½	
45	ANGLE	A36 HR	5 X 3 X ¼	
46	ANGLE	A36 HR	5 X 3 X 3/8	
47	ANGLE	A36 HR	5 X 5 X ½	
48	ANGLE	A36 HR	5 X 5 X 3/8	
49	ANGLE	A36 HR	5 X 5 X 5/16	
50	ANGLE	A36 HR	6 X 3 ½ X ½	
51	ANGLE	A36 HR	6 X 3 ½ X 3/8	
52	ANGLE	A36 HR	6 X 3 ½ X 5/16	
53	ANGLE	A36 HR	6 X 4 X ½	
54	ANGLE	A36 HR	6 X 4 X 3/8	
55	ANGLE	A36 HR	6 X 4 X 5/16	
56	ANGLE	A36 HR	6 X 6 X ½	
57	ANGLE	A36 HR	6 X 6 X 3/8	
58	ANGLE	A36 HR	6 X 6 X 5/16	
	BEAMS	NO SIZES TO BE SPECIFIED		
59	CHANNEL	A36 HR	1 ½ X ½ X 1/8	
60	CHANNEL	A36 HR	1 X ½ X 1/8	
61	CHANNEL	A36 HR	2 X 1 X 1/8	
62	CHANNEL	A36 HR	2 X 1 X 3/16	
63	CHANNEL	A36 HR	2 X ½ X 1/8	
64	CHANNEL	A36 HR	C10X15.3	
65	CHANNEL	A36 HR	C10X20	
66	CHANNEL	A36 HR	C10X25	
67	CHANNEL	A36 HR	C12X20.7	
68	CHANNEL	A36 HR	C12X25	
69	CHANNEL	A36 HR	C12X30	
70	CHANNEL	A36 HR	C15X33.9	
71	CHANNEL	A36 HR	C3X4.1	
72	CHANNEL	A36 HR	C3X5.0	
73	CHANNEL	A36 HR	C3X6.0	
74	CHANNEL	A36 HR	C4X5.4	
75	CHANNEL	A36 HR	C4X7.25	
76	CHANNEL	A36 HR	C5X6.7	
77	CHANNEL	A36 HR	C5X9.0	
78	CHANNEL	A36 HR	C6 X10.5	
79	CHANNEL	A36 HR	C6X13	
80	CHANNEL	A36 HR	C6X8.2	

ALL BIDS MUST BE	E F.O.B. DEST	INATION AND	INCLUDE DEI	LIVERY WI	THIN DOORS	UNLESS OTHER	WISE SPECIFIEL

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	SHAPE	MATERIAL	DESCRIPTION	PRICE
81	CHANNEL	A36 HR	C7X12.25	
82	CHANNEL	A36 HR	C7X14.75	
83	CHANNEL	A36 HR	C7X9.8	
84	CHANNEL	A36 HR	C8X11.5	
85	CHANNEL	A36 HR	C8X13.75	
86	CHANNEL	A36 HR	C8X18.75	
87	CHANNEL	A36 HR	C8X8.5	
88	TEE	A36	1 ½ X 1 ½ X 3/16	
89	TEE	A36	1 ¼ X 1 ¼ X 1/8	
90	TEE	A36	1 X 1 X 1/8	
91	TEE	A36	2 X 2 X 1/4	
92	ANGLE	GALV	1 ½ X 1 ½ X ¼	
93	ANGLE	GALV	1 ½ X 1 ½ X 1/8	
94	ANGLE	GALV	1 ½ X 1 ½ X 3/16	
95	ANGLE	GALV	1 ¼ X 1 ¼ X ¼	
96	ANGLE	GALV	1 ¼ X 1 ¼ X 1/8	
97	ANGLE	GALV	1 X 1 X 1/8	
98	ANGLE	GALV	2 ½ X 2 ½ X ¼	
99	ANGLE	GALV	2 ½ X 2 ½ X 3/16	
100	ANGLE	GALV	2 X 2 X 1/4	
101	ANGLE	GALV	2 X 2 X 1/8	
102	ANGLE	GALV	2 X 2 X 3/16	
103	ANGLE	GALV	3 X 3 X ¼	
104	ANGLE	GALV	3 X 3 X 3/8	
105	ANGLE	GALV	4 X 3 ½ X 5/16	
106	ANGLE	GALV	4 X 4 X 1/4	
107	ANGLE	GALV	4 X 4 X 3/8	
		HOT ROLLED BARS	– ATTACHMENT "B"	
108	FLAT	A36 HR	1 X 2	
109	FLAT	A36 HR	1 X 2 X ½	
110	FLAT	A36 HR	1 X 3	
111	FLAT	A36 HR	1 X 4	
112	FLAT	A36 HR	1 X 5	
113	FLAT	A36 HR	1 X 6	
114	FLAT	A36 HR	1 X 7	
115	FLAT	A36 HR	1 X 8	
116	FLAT	A36 HR	½ X 1	
117	FLAT	A36 HR	½ X 1 ½	
11/	-	720 LIIV	/2 /\ 1 /2	

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	SHAPE	MATERIAL	DESCRIPTION	PRICE
118	FLAT	A36 HR	½ X 1 ¼	
119	FLAT	A36 HR	½ X 10	
120	FLAT	A36 HR	½ X 11	
121	FLAT	A36 HR	½ X 12	
122	FLAT	A36 HR	½ X 2	
123	FLAT	A36 HR	½ X 2 ½	
124	FLAT	A36 HR	½ X 3	
125	FLAT	A36 HR	½ X 3 ½	
126	FLAT	A36 HR	½ X ¾	
127	FLAT	A36 HR	½ X 4	
128	FLAT	A36 HR	½ X 5	
129	FLAT	A36 HR	½ X 6	
130	FLAT	A36 HR	½ X 7	
131	FLAT	A36 HR	½ X 8	
132	FLAT	A36 HR	½ x 9	
133	FLAT	A36 HR	¼ X 1	
134	FLAT	A36 HR	1/4 X 1 1/2	
135	FLAT	A36 HR	¼ X 1 ¼	
136	FLAT	A36 HR	1/4 X 1 3/4	
137	FLAT	A36 HR	1/4 X 1/2	
138	FLAT	A36 HR	¼ X 10	
139	FLAT	A36 HR	¼ X 11	
140	FLAT	A36 HR	¼ X 12	
141	FLAT	A36 HR	1/4 X 2	
142	FLAT	A36 HR	1/4 X 2 1/2	
143	FLAT	A36 HR	14 X 2 1/4	
144	FLAT	A36 HR	¼ X 3	
145	FLAT	A36 HR	14 X 3 ½	
146	FLAT	A36 HR	1/4 X 3/4	
147	FLAT	A36 HR	1/4 X 4	
148	FLAT	A36 HR	14 X 4 X 1/2	
149	FLAT	A36 HR	¼ X 5	
150	FLAT	A36 HR	¼ X 6	
151	FLAT	A36 HR	¼ X 7	
152	FLAT	A36 HR	¼ X 8	
153	FLAT	A36 HR	¼ X 9	
154	FLAT	HR	1/8 X 1	
155	FLAT	HR	1/8 X 1 ½	
156	FLAT	HR	1/8 X 1 ¼	
157	FLAT	HR	1/8 X 1 ½	
158	FLAT	HR	1/8 X 2	
159	FLAT	HR	1/8 X 2 ½	

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### FORMAL SEALED BID PROPOSAL PAGE 51 BID NO. MC95-11148-5274

	SHAPE	MATERIAL	DESCRIPTION	PRICE
160	FLAT	HR	1/8 X 3	
161	FLAT	HR	1/8 X 3 ½	
162	FLAT	HR	1/8 X ¾	
163	FLAT	HR	1/8 X 4	
164	FLAT	HR	1/8 X 5	
165	FLAT	HR	1/8 X 6	
166	FLAT	HR	3/16 X 1	
167	FLAT	HR	3/16 X 1 ½	
168	FLAT	HR	3/16 X 1 ¼	
169	FLAT	HR	3/16 X 1 ¾	
170	FLAT	HR	3/16 X 1 ½	
171	FLAT	HR	3/16 X 2	
172	FLAT	HR	3/16 X 2 ½	
173	FLAT	HR	3/16 X 3	
174	FLAT	HR	3/16 X 3 ½	
175	FLAT	HR	3/16 X ¾	
176	FLAT	HR	3/16 X 4	
177	FLAT	HR	3/16 X 5	
178	FLAT	HR	3/16 X 6	
179	FLAT	A36 HR	³4 X 1	
180	FLAT	A36 HR	34 X 1 ½	
181	FLAT	A36 HR	¾ X 10	
182	FLAT	A36 HR	¾ X 11	
183	FLAT	A36 HR	¾ X 12	
184	FLAT	A36 HR	3/4 X 2	
185	FLAT	A36 HR	3/4 X 2 1/2	
186	FLAT	A36 HR	3/4 X 3	
187	FLAT	A36 HR	34 X 3 ½	
188	FLAT	A36 HR	3/4 X 4	
189	FLAT	A36 HR	3/4 X 5	
190	FLAT	A36 HR	³4 X 6	
191	FLAT	A36 HR	3/4 X 7	
192	FLAT	A36 HR	3/4 X 8	
193	FLAT	A36 HR	3/4 X 9	
194	FLAT	A36 HR	3/8 X 1	
195	FLAT	A36 HR	3/8 X 1 ½	
196	FLAT	A36 HR	3/8 X ¼	
197	FLAT	A36 HR	3/8 X ¾	
198	FLAT	A36 HR	3/8 X 10	
199	FLAT	A36 HR	3/8 X 11	
200	FLAT	A36 HR	3/8 X 12	
204	E. A.T.	ASCUE	2/0 // 2	

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A36 HR

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	SHAPE	MATERIAL	DESCRIPTION	PRICE
202	FLAT	A36 HR	3/8 X 2 ½	
203	FLAT	A36 HR	3/8 X 2 ¼	
204	FLAT	A36 HR	3/8 X 3	
205	FLAT	A36 HR	3/8 X 3 ½	
206	FLAT	A36 HR	3/8 X ¾	
207	FLAT	A36 HR	3/8 X 4	
208	FLAT	A36 HR	3/8 X 4 ½	
209	FLAT	A36 HR	3/8 X 5	
210	FLAT	A36 HR	3/8 X 5 ½	
211	FLAT	A36 HR	3/8 X 6	
212	FLAT	A36 HR	3/8 X 7	
213	FLAT	A36 HR	3/8 X 8	
214	FLAT	A36 HR	3/8 X 9	
215	FLAT	A36 HR	5/16 X 1	
216	FLAT	A36 HR	5/16 X 1 ½	
217	FLAT	A36 HR	5/16 X 1 ¼	
218	FLAT	A36 HR	5/16 X 2	
219	FLAT	A36 HR	5/16 X 2 ½	
220	FLAT	A36 HR	5/16 X 3	
221	FLAT	A36 HR	5/8 X 1	
222	FLAT	A36 HR	5/8 X 1 ½	
223	FLAT	A36 HR	5/8 X 1 ¼	
224	FLAT	A36 HR	5/8 X 10	
225	FLAT	A36 HR	5/8 X 11	
226	FLAT	A36 HR	5/8 X 12	
227	FLAT	A36 HR	5/8 X 2	
228	FLAT	A36 HR	5/8 X 2 ½	
229	FLAT	A36 HR	5/8 X 3	
230	FLAT	A36 HR	5/8 X 3 ½	
231	FLAT	A36 HR	5/8 X 4	
232	FLAT	A36 HR	5/8 X 4 ½	
233	FLAT	A36 HR	5/8 X 5	
234	FLAT	A36 HR	5/8 X 6	
235	FLAT	A36 HR	5/8 X 7	
236	FLAT	A36 HR	5/8 X 8	
237	FLAT	A36 HR	5/8 X 9	
238	ROUND	A36 HR	1	
239	ROUND	A36 HR	1 1/2	
240	ROUND	A36 HR	1 1/4	
241	ROUND	A36 HR	1 ¾	
242	ROUND	A36 HR	1/2	
243	ROUND	A36 HR	1/4	

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	SHAPE	MATERIAL	DESCRIPTION	PRICE
244	ROUND	A36 HR	3/4	
245	ROUND	A36 HR	3/8	
246	6 ROUND A36 HR		5/16	
247	ROUND	A36 HR	5/8	
248	ROUND	A36 HR	7/8	
249	SQUARE	A36 HR	1	
250	SQUARE	A36 HR	1 ½	
251	SQUARE	A36 HR	1 1/4	
252	SQUARE	A36 HR	1/2	
253	SQUARE	A36 HR	3/4	
254	SQUARE	A36 HR	3/8	
255	SQUARE	A36 HR	5/8	
256	SQUARE	A36 HR	7/8	
	PIPE AND	STRUCTUAL AND ORNAN	MENTAL TUBING – ATTACH	IMENT "C"
257	TUBE	A513	1 ½ X 1 ½ X 11 GA	
258	TUBE	A513	1 ½ X 1 ½ X 14 GA	
259	TUBE	A513	1 ½ X 1 ½ X 16 GA	
260	TUBE	A500 GRB	1 ½ X 1 ½ X 3/16	
261	TUBE	A513	1 ½ X 1 X 11 GA	
262	TUBE	A513	1 ½ X 1 X 14 GA	
263	TUBE	A513	1 ½ X ¾ x 14 GA	
264	TUBE	A513	1 ¼ X 1 ¼ X 11GA	
265	TUBE	A513	1 ¼ X 1 ¼ X 14 GA	
266	TUBE	A513	1 ¼ X 1 ¼ X 16 GA	
267	TUBE	A513	1 ¾ X 1 ¾ X 14 GA	
268	TUBE	A513	1 X 1 X 11 GA	
269	TUBE	A513	1 X 1 X 14 GA	
270	TUBE	A513	1 X 1 X 16 GA	
271	TUBE	A513	½ X ½ X 16 GA	
272	TUBE	A513	2 ½ X 1 ½ X 11 GA	
273	TUBE	A513	2 ½ X 1 ½ X 14 GA	
274	TUBE	A500 GRB	2 ½ X 1 ½ X 3/16	
275	TUBE	A500 GRB	2 ½ X 2 ½ X ¼	
276	TUBE	A513	2 ½ X 2 ½ X 11 GA	
277	TUBE	A500 GRB	2 ½ X 2 ½ X 3/16	
278	TUBE	A513	2 X ½ X 11 GA	
279	TUBE	A513	2 X 1 ½ X 14 GA	
280	TUBE	A513	2 X 1 X 11 GA	
281	TUBE	A513	2 X 1 X 14 GA	
282	TUBE	A513	2 X 1 X 16 GA	

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	SHAPE	MATERIAL	DESCRIPTION	PRICE
283	TUBE	A500 GRB	2 X 2 X ¼	
284	TUBE	A513	2 X 2 X 11 GA	
285	TUBE	A513	2 X 2 X 14 GA	
286	TUBE	A513	2 X 2 X 16 GA	
287	TUBE	A500 GRB	2 X 2 X 3/16	
288	TUBE	A500 GRB	3 ½ X 3 ½ X ¼	
289	TUBE	A500 GRB	3 ½ X 3 ½ X 3/16	
290	TUBE	A513	3 X 1 ½ X 11 GA	
291	TUBE	A513	3 X 1 ½ X 14 GA	
292	TUBE	A500 GRB	3 X 1 ½ X 3/16	
293	TUBE	A513	3 X 1 X 11 GA	
294	TUBE	A513	3 X 1 X 14 GA	
295	TUBE	A500 GRB	3 X 2 X ¼	
296	TUBE	A513	3 X 2 X 11 GA	
297	TUBE	A513	3 X 2 X 14 GA	
298	TUBE	A500 GRB	3 X 2 X 3/16	
299	TUBE	A500 GRB	3 X 3 X ¼	
300	TUBE	A513	3 X 3 X 11 GA	
301	TUBE	A500 GRB	3 X 3 X 3/16	
302	TUBE	A500 GRB	3 X 3 X 3/8	
303	TUBE	A500 GRB	3 X 3 X 5/16	
304	TUBE	A513	¾ X ¾ X 11 GA	
305	TUBE	A513	¾ X ¾ X 14 GA	
306	TUBE	A513	¾ X ¾ X 16 GA	
307	TUBE	A500 GRB	4 X 2 X ¼	
308	TUBE	A513	4 X 2 X 11 GA	
309	TUBE	A513	4 X 2 X 14 GA	
310	TUBE	A500 GRB	4 X 2 X 3/16	
311	TUBE	A500 GRB	4 X 3 X ¼	
312	TUBE	A513	4 X 3 X 11 GA	
313	TUBE	A500 GRB	4 X 3 X 3/16	
314	TUBE	A500 GRB	4 X 3 X 3/8	
315	TUBE	A500 GRB	4 X 4 X ½	
316	TUBE	A500 GRB	4 X 4 X ¼	
317	TUBE	A513	4 X 4 X 11 GA	
318	TUBE	A513	4 X 4 X 14 GA	
319	TUBE	A500 GRB	4 X 4 X 3/16	
320	TUBE	A500 GRB	4 X 4 X 3/8	
321	TUBE	A500 GRB	5 X 2 X ¼	
322	TUBE	A513	5 X 2 X 11 GA	
323	TUBE	A500 GRB	5 X 2 X 3/16	
324	TUBE	A500 GRB	5 X 3 X ¼	

 ${\tt ALL~BIDS~MUST~BE~F.O.B.~DESTINATION~AND~INCLUDE~DELIVERY~WITHIN~DOORS~UNLESS~OTHERWISE~SPECIFIED}\\$ 

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BID NO. MC95-11148-5274

	SHAPE	MATERIAL	DESCRIPTION	PRICE
325	TUBE	A513	5 X 3 X 11 GA	
326	TUBE	A500 GRB	5 X 3 X 3/16	
327	TUBE	A500 GRB	5 X 5 X 1 ¼	
328	TUBE	A513	5 X 5 X 11 GA	
329	TUBE	A500 GRB	5 X 5 X 3/16	
330	TUBE	A500 GRB	5 X 5 X 3/8	
331	TUBE	A500 GRB	5 X 5 X 5/16	
332	TUBE	A500 GRB	6 X 2 X 1 ¼	
333	TUBE	A513	6 X 2 X 11 GA	
334	TUBE	A500 GRB	6 X 2 X 3/16	
335	TUBE	A500 GRB	6 X 3 X 3/16	
336	TUBE	A500 GRB	6 X 4 X 1 ¼	
337	TUBE	A500 GRB	6 X 4 X 3/16	
338	TUBE	A500 GRB	6 X 6 X ¼	
339	TUBE	A500 GRB	6 X 6 X 3/16	
		STAINLESS STEEL -	ATTACHMENT "D"	
340	ANGLE	T304	1 ½ X 1 ½ X ¼	
341	ANGLE	T304	1 ½ X 1 ½ X 1/8	
342	ANGLE	T304	1 ½ X 1 ½ X 3/16	
343	ANGLE	T304	1 ¼ X 1 ¼ X ¼	
344	ANGLE	T304	1 ¼ X 1 ¼ X 1/8	
345	ANGLE	T304	1 ¼ X 1 ¼ X 3/16	
346	ANGLE	T304	1 X 1 X ¼	
347	ANGLE	T304	1 X 1 X 1/8	
348	ANGLE	T304	1 X 1 X 3/16	
349	ANGLE	T304	2 ½ X 2 ½ X ¼	
350	ANGLE	T304	2 ½ X 2 ½ X 3/16	
351	ANGLE	T304	2 ½ X 2 ½ X 3/8	
352	ANGLE	T304	2 X 2 X ¼	
353	ANGLE	T304	2 X 2 X 1/8	
354	ANGLE	T304	2 X 2 X 3/16	
355	ANGLE	T304	3 ½ X 3 ½ X ¼	
356	ANGLE	T304	3 ½ X 3 X 3/8	
357	ANGLE	T304	3 X 3 X ¼	
358	ANGLE	T304	3 X 3 X 3/16	
359	ANGLE	T304	3 X 3 X 3/8	
360	ANGLE	T304	34 X 34 X 1/8	
361	ANGLE	T304	4 X 4 X 1⁄4	
362	ANGLE	T304	4 X 4 X 3/8	
363	FLAT	T304	½ X 1	

ALL BIDS MUST BE	F.O.B. DEST	INATION AND	D INCLUDE I	DELIVERY	WITHIN DOORS	S UNLESS OTH	IERWISE SPECIFIEI

# FORMAL SEALED BID PROPOSAL PAGE 56 BID NO. MC95-11148-5274

	SHAPE	MATERIAL	DESCRIPTION	PRICE
364	FLAT	T304	½ X 1 ½	
365	FLAT	T304	½ X 1 ¼	
366	FLAT	T304	½ X 2	
367	FLAT	T304	½ X 2 ½	
368	FLAT	T304	½ X 3	
369	FLAT	T304	½ X 4	
370	FLAT	T304	½ X 6	
371	FLAT	T304	14 X 1	
372	FLAT	T304	1/4 X 1 1/2	
373	FLAT	T304	14 X 1 1/4	
374	FLAT	T304	1/4 X 3/4	
375	FLAT	T304	1/4 X 1/2	
376	FLAT	T304	14 X 2	
377	FLAT	T304	1/4 X 2 1/2	
378	FLAT	T304	14 X 3	
379	FLAT	T304	1/4 X 3 1/2	
380	FLAT	T304	1/4 X 3/4	
381	FLAT	T304	1/4 X 4	
382	FLAT	T304	14 X 5	
383	FLAT	T304	¼ X 6	
384	FLAT	T304	1/8 X 1	
385	FLAT	T304	1/8 X 1 ½	
386	FLAT	T304	1/8 X 1 ¼	
387	FLAT	T304	1/8 X ½	
388	FLAT	T304	1/8 X 2	
389	FLAT	T304	1/8 X 2 ½	
390	FLAT	T304	1/8 X 3	
391	FLAT	T304	1/8 X ¾	
392	FLAT	T304	1/8 X 3/8	
393	FLAT	T304	1/8 X 4	
394	FLAT	T304	3/16 X 1	
395	FLAT	T304	3/16 X 1 ½	
396	FLAT	T304	3/16 X ¼	
397	FLAT	T304	3/16 X 1 ¾	
398	FLAT	T304	3/16 X ½	
399	FLAT	T304	3/16 X 2	
400	FLAT	T304	3/16 X 2 ½	
401	FLAT	T304	3/16 X 3	
402	FLAT	T304	3/16 X ¾	
403	FLAT	T304	3/16 X 4	
404	FLAT	T304	3/8 X 1	
405	FLAT	T304	3/8 x 1 ½	

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

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BID NO. MC95-11148-5274

	SHAPE	MATERIAL	DESCRIPTION	PRICE
406	FLAT	T304	3/8 x 1 ¼	
407	FLAT	T304	3/8 x 2	
408	FLAT	T304	3/8 x 2 ½	
409	FLAT	T304	3/8 x 3	
410	FLAT	T304	3/8 x 3 ½	
411	FLAT	T304	3/8 x ¾	
412	FLAT	T304	3/8 x 4	
413	FLAT	T304	3/8 x 5	
414	FLAT	T304	3/8 x 6	
415	FLAT	T304	5/8 X 1	
416	FLAT	T304	5/8 X 1 ½	
417	FLAT	T304	5/8 X 2	
418	FLAT	T304	5/8 X 3	
419	FLAT	T304	5/8 X 6	
420	FLAT	T304	5/8 X 8	
421	PIPE	T304	1 ½ SCH 40	
422	PIPE	T304	1 ¼ SCH 40	
423	PIPE	T304	1 SCH 40	
424	PIPE	T304	½ SCH 40	
425	PIPE	T304	2 SCH 40	
426	PIPE	T304	3 SCH 40	
427	PIPE	T304	34 SCH 40	
428	ROUND	T303	1	
429	ROUND	T303	1 ½	
430	ROUND	T303	1 1/4	
431	ROUND	T303	1 1/8	
432	ROUND	T303	1 3/4	
433	ROUND	T303	13/8	
434	ROUND	T303	1/2	
435	ROUND	T303	1/4	
436	ROUND	T303	3/16	
437	ROUND	T303	3/4	
438	ROUND	T303	3/8	
439	ROUND	T303	5/16	
440	ROUND	T303	5/8	
441	ROUND	T303	7/8	
442	ROUND	T304	1	
443	ROUND	T304	1 ½	
444	ROUND	T304	1 1/4	
445	ROUND	T304	1 1/8	
446	ROUND	T304	1 3/4	
447	ROUND	T304	1 3/8	

ALL BIDS MUST BE	E F.O.B. DESTINA	TION AND INCL	JUDE DELIVERY	WITHIN DOORS	UNLESS OTH	ERWISE SPECIFIEI

# FORMAL SEALED BID PROPOSAL PAGE 58 BID NO. MC95-11148-5274

	SHAPE	MATERIAL	DESCRIPTION	PRICE
448	ROUND	T304	1/2	
449	ROUND	T304	1/4	
450	ROUND	T304	1/8	
451	ROUND	T304	2	
452	ROUND	T304	2 ½	
453	ROUND	T304	2 1/4	
454	ROUND	T304	3/16	
455	ROUND	T304	3/4	
456	ROUND	T304	3/8	
457	ROUND	T304	5/16	
458	ROUND	T304	5/8	
459	ROUND	T304	7/8	
460	ROUND	T304	1	
461	ROUND	T304	1 ½	
462	ROUND	T304	1 1/4	
463	ROUND	T304	1 1/8	
464	ROUND	T304	1 3/4	
465	ROUND	T304	1 3/8	
466	ROUND	T304	1/2	
467	ROUND	T304	1/4	
468	ROUND	T304	1/8	
469	ROUND	T304	2	
470	ROUND	T304	2 ½	
471	ROUND	T304	2 1/4	
472	ROUND	T304	3/16	
473	ROUND	T304	3/4	
474	ROUND	T304	3/8	
475	ROUND	T304	5/16	
476	ROUND	T304	5/8	
477	ROUND	T304	7/8	
478	SQUARE	T303	1	
479	SQUARE	T303	1 ½	
480	SQUARE	T303	1/2	
481	SQUARE	T303	1/4	
482	SQUARE	T303	3/4	
483	SQUARE	T303	3/8	
484	SQUARE	T303	5/16	
485	SQUARE	T303	5/8	
486	SQUARE	T304	1	
487	SQUARE	T304	1 ½	
488	SQUARE	T304	1 1/4	
489	SQUARE	T304	1/2	

ALL BIDS MOST BE 1.0.B. DESTINATION AND INCEC	ODE DELIVERT WITHIN DOORS CIVELSS OTHER WISE STEEL IEE	,
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### FORMAL SEALED BID PROPOSAL PAGE 59 BID NO. MC95-11148-5274

	SHAPE	MATERIAL	DESCRIPTION	PRICE
490	SQUARE	T304	1/4	
491	SQUARE	T304	3/16	
492	SQUARE	T304	3/4	
493	SQUARE	T304	3/8	
494	SQUARE	T304	5/16	
495	SQUARE	T304	5/8	
496	TUBE	T304	1 ½ x 1 ½ x 11 GA	
497	TUBE	T304	1 ½ X 1 ½ X 16 GA	
498	TUBE	T304	1 ½ X 1 ½ X 3/16	
499	TUBE	T304	1 ½ X ¾ X 16 GA	
500	TUBE	T304	1 ¼ X 1 ¼ X 11 GA	
501	TUBE	T304	1 ¼ X 1 ¼ X 16 GA	
502	TUBE	T304	1 X 1 X 11 GA	
503	TUBE	T304	1 X 1 X 14 GA	
504	TUBE	T304	1 X 1 X 16 GA	
505	TUBE	T304	½ X ½ X 16 GA	
506	TUBE	T304	2 X 1 X 11 GA	
507	TUBE	T304	2 X 1 X 16 GA	
508	TUBE	T304	2 X 2 X 1/4	
509	TUBE	T304	2 X 2 X 11 GA	
510	TUBE	T304	2 X 2 X 16 GA	
511	TUBE	T304	2 X 2 X 3/16	
512	TUBE	T304	3 X 2 X 11 GA	
513	TUBE	T304	3 X 3 X 11 GA	
514	TUBE	T304	¾ X ¾ X 11 GA	
515	TUBE	T304	¾ X ¾ X 16 GA	
516	SHEET	T304	11 GA X 48 X 120	
517	SHEET	T304	11 GA X 48 X 96	
518	SHEET	T304	12 GA X 48 X 96	
519	SHEET	T304	14 GA X 48 X 96	
520	SHEET	T304	16 GA X 48 X 120	
521	SHEET	T304	16 GA X 48 X 96	
522	SHEET	T304	18 GA X 48 X 96	
523	SHEET	T304	20 GA X 48 X 96	
524	SHEET	T304	22 GA X 48 X 96	
525	SHEET	T304	24 GA X 48 X 96	
526	SHEET	T304	26 GA X 48 X 96	
527	SHEET	T304 #4	16 GA X 48 X 96	
528	SHEET	T304 #4	18 GA X 48 X 96	
529	SHEET	T304 #4	20 GA X 48 X 96	
530	SHEET	T304 #4	22 GA X 48 X 96	
531	SHEET	T304 #4	24 GA X 48 X 120	

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## FORMAL SEALED BID PROPOSAL BID NO. MC95-11148-5274

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	SHAPE	MATERIAL	DESCRIPTION	PRICE
532	SHEET	T304 #4	24 GA X 48 X 96	
			ARS – ATTACHMENT "E"	
533	FLAT	1018	1 X 1 ½	
534	FLAT	1018	1 X 1 ¼	
535	FLAT	1018	1 X 2	
536	FLAT	1018	1 X 2 ½	
537	FLAT	1018	1 X 3	
538	FLAT	1018	1 X 3 ½	
539	FLAT	1018	1 X 4	
540	FLAT	1018	1 X 5	
541	FLAT	1018	1 X 6	
542	FLAT	1018	½ X 1	
543	FLAT	1018	1/2 X 1/2	
544	FLAT	1018	½ X 1 ¼	
545	FLAT	1018	½ X 1 ¾	
546	FLAT	1018	½ X 12	
547	FLAT	1018	½ X 2	
548	FLAT	1018	½ X 2 ½	
549	FLAT	1018	½ X 2 ¼	
550	FLAT	1018	1/2 X 2 3/4	
551	FLAT	1018	½ X 3	
552	FLAT	1018	½ X 3 ½	
553	FLAT	1018	1/2 X 3/4	
554	FLAT	1018	½ X 4	
555	FLAT	1018	½ X 4 ½	
556	FLAT	1018	½ X 5	
557	FLAT	1018	½ X 5 ½	
558	FLAT	1018	½ X 5/8	
559	FLAT	1018	½ X 6	
560	FLAT	1018	½ X 7	
561	FLAT	1018	½ X 7/8	
562	FLAT	1018	½ X 8	
563	FLAT	1018	½ X 1	
564	FLAT	1018	1/4 X 1 1/2	
565	FLAT	1018	¼ X 1 ¼	
566	FLAT	1018	1/4 X 1 3/4	
567	FLAT	1018	½ X 1 3/8	
568	FLAT	1018	½ X ½	
569	FLAT	1018	½ X 10	
570	FLAT	1018	½ X 10	
571	FLAT	1018	½ X 12	

ALL BIDS MUST BE	E F.O.B. DESTINATIO	N AND INCLUDE DI	ELIVERY WITHIN D	OORS UNLESS OTH	ERWISE SPECIFIED

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## FORMAL SEALED BID PROPOSAL BID NO. MC95-11148-5274

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	SHAPE	MATERIAL	DESCRIPTION	PRICE
572	FLAT	1018	1/4 X 2 1/2	
573	FLAT	1018	1/4 X 2 1/4	
574	FLAT	1018	1/4 X 2 3/4	
575	FLAT	1018	1/4 X 3	
576	FLAT	1018	1/4 X 3 1/2	
577	FLAT	1018	1/4 X 3 1/4	
578	FLAT	1018	1/4 X 3/4	
579	FLAT	1018	1/4 X 3/8	
580	FLAT	1018	1/4 X 4	
581	FLAT	1018	1/4 X 4 1/2	
582	FLAT	1018	1/4 X 5	
583	FLAT	1018	¼ X 5/8	
584	FLAT	1018	1/4 X 6	
585	FLAT	1018	1/4 X 7	
586	FLAT	1018	1/4 X 7/8	
587	FLAT	1018	1/4 X 8	
588	FLAT	1018	1/8 X 1	
589	FLAT	1018	1/3 X 1 ½	
590	FLAT	1018	1/8 X 1 ¼	
591	FLAT	1018	1/8 X ¾	
592	FLAT	1018	1/8 X ½	
593	FLAT	1018	1/8 X ¼	
594	FLAT	1018	1/8 X 2	
595	FLAT	1018	1/8 X 2 ½	
596	FLAT	1018	1/8 X 2 ¼	
597	FLAT	1018	1/9 X 3	
598	FLAT	1018	1/8 X 3 ½	
599	FLAT	1018	1/8 X ¾	
600	FLAT	1018	1/8 X 3/8	
601	FLAT	1018	1/8 X 4	
602	FLAT	1018	1/8 X 5	
603	FLAT	1018	1/8 X 5/8	
604	FLAT	1018	1/8 X 6	
605	FLAT	1018	1/8 X 7/8	
606	FLAT	1018	2 X 3	
607	FLAT	1018	2 X 4	
608	FLAT	1018	2 X 5	
609	FLAT	1018	2 X 6	
610	FLAT	1018	3/6 X 1	
611	FLAT	1018	3/16 X 1 ½	
612	FLAT	1018	3/16 X 1 ¼	
613	FLAT	1018	3/16 X 1 ¾	

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

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# FORMAL SEALED BID PROPOSAL PAGE 62 BID NO. MC95-11148-5274

	SHAPE	MATERIAL	DESCRIPTION	PRICE
614	FLAT	1018	3/16 X ½	
615	FLAT	1018	3/16 X 2	
616	FLAT	1018	3/16 X 2 ½	
617	FLAT	1018	3/16 X 2 ¾	
618	FLAT	1018	3/16 X 3	
619	FLAT	1018	3/16 X ¾	
620	FLAT	1018	3/16 X 3/8	
621	FLAT	1018	3/16 X 4	
622	FLAT	1018	3/16 X 5	
623	FLAT	1018	<sup>3</sup> ⁄ <sub>4</sub> X 1	
624	FLAT	1018	34 X 1 ½	
625	FLAT	1018	34 X 1 1/4	
626	FLAT	1018	34 X 1 34	
627	FLAT	1018	<sup>3</sup> ⁄ <sub>4</sub> X 12	
628	FLAT	1018	<sup>3</sup> ⁄ <sub>4</sub> X 2	
629	FLAT	1018	<sup>3</sup> / <sub>4</sub> X 2 ½	
630	FLAT	1018	<sup>3</sup> ⁄ <sub>4</sub> X 2 <sup>1</sup> ⁄ <sub>4</sub>	
631	FLAT	1018	3⁄4 X 3	
632	FLAT	1018	34 X 3 ½	
633	FLAT	1018	3⁄4 X 4	
634	FLAT	1018	34 X 4 ½	
635	FLAT	1018	34 X 5	
636	FLAT	1018	34 X 6	
637	FLAT	1018	34 X 8	
638	FLAT	1018	3/8 X 1	
639	FLAT	1018	3/8 X 1 ½	
640	FLAT	1018	3/8 X 1 ¼	
641	FLAT	1018	3/8 X 1 ¾	
642	FLAT	1018	3/8 X 1 ½	
643	FLAT	1018	3/8 X 10	
644	FLAT	1018	3/8 X 12	
645	FLAT	1018	3/8 X 2	
646	FLAT	1018	3/8 X 2 ½	
647	FLAT	1018	3/8 X 2 ¼	
648	FLAT	1018	3/8 X 2 ¾	
649	FLAT	1018	3/8 X 3	
650	FLAT	1018	3/8 X 3 ½	
651	FLAT	1018	3/8 X ¾	
652	FLAT	1018	3/8 X 4	
653	FLAT	1018	3/8 X 4 ½	
654	FLAT	1018	3/8 X 5	
655	FLAT	1018	3/8 X 5/8	

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### FORMAL SEALED BID PROPOSAL PAGE 63 BID NO. MC95-11148-5274

	SHAPE	MATERIAL	DESCRIPTION	PRICE
656	FLAT	1018	3/8 X 6	
657	FLAT	1018	3/8 X 7	
658	FLAT	1018	3/8 X 7/8	
659	FLAT	1018	3/8 X 8	
660	FLAT	1018	5/16 X 1	
661	FLAT	1018	5/16 X 1 ½	
662	FLAT	1018	5/16 X 1 ¼	
663	FLAT	1018	5/16 X 1 ¾	
664	FLAT	1018	5/16 X ½	
665	FLAT	1018	5/16 X 10	
666	FLAT	1018	5/16 X 2	
667	FLAT	1018	5/16 X 2 ½	
668	FLAT	1018	5/16 X 3	
669	FLAT	1018	5/16 X 3 ½	
670	FLAT	1018	5/16 X ¾	
671	FLAT	1018	5/16 X 4	
672	FLAT	1018	5/16 X 5	
673	FLAT	1018	5/16 X 5/8	
674	FLAT	1018	5/16 X 6	
675	FLAT	1018	5/8 X 1	
676	FLAT	1018	5/8 X 1 ½	
677	FLAT	1018	5/8 X 1 ¼	
678	FLAT	1018	5/8 X 1 ¾	
679	FLAT	1018	5/8 X 2	
680	FLAT	1018	5/8 X 2 ½	
681	FLAT	1018	5/8 X 2 ¼	
682	FLAT	1018	5/8 X 3	
683	FLAT	1018	5/8 X 3 ½	
684	FLAT	1018	5/8 X ¾	
685	FLAT	1018	5/8 X 4	
686	FLAT	1018	5/8 X 4 ½	
687	FLAT	1018	5/8 X 5	
688	FLAT	1018	5/8 X 6	
689	FLAT	1018	5/8 X 7	
690	FLAT	1018	5/8 X 8	
691	ROUND	1018	1	
692	ROUND	1018	1 ½	
693	ROUND	1018	1 1/4	
694	ROUND	1018	1 1/8	
695	ROUND	1018	1 3/4	
696	ROUND	1018	1 3/8	
697	ROUND	1018	1 5/8	

ALL BIDS MUST BE	E F.O.B. DESTINATIO	N AND INCLUDE DI	ELIVERY WITHIN D	OORS UNLESS OTH	ERWISE SPECIFIED

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	SHAPE	MATERIAL	DESCRIPTION	PRICE
698	ROUND	1018	17/8	
699	ROUND	1018	1/2	
700	ROUND	1018	1/4	
701	ROUND	1018	1/8	
702	ROUND	1018	13/16	
703	ROUND	1018	18/16	
704	ROUND	1018	2	
705	ROUND	1018	2 ½	
706	ROUND	1018	2 1/4	
707	ROUND	1018	3	
708	ROUND	1018	3 ½	
709	ROUND	1018	3 1/4	
710	ROUND	1018	3 ¾	
711	ROUND	1018	3/16	
712	ROUND	1018	3/4	
713	ROUND	1018	3/8	
714	ROUND	1018	4	
715	ROUND	1018	4 ½	
716	ROUND	1018	5	
717	ROUND	1018	5/16	
718	ROUND	1018	5/8	
719	ROUND	1018	6	
720	ROUND	1018	7/16	
721	ROUND	1018	7/8	
722	ROUND	1018	9/16	
723	SQUARE	1018	1	
724	SQUARE	1018	1 ½	
725	SQUARE	1018	1 1/4	
726	SQUARE	1018	1 1/8	
727	SQUARE	1018	1 3/4	
728	SQUARE	1018	1 3/8	
729	SQUARE	1018	1 5/8	
730	SQUARE	1018	1/2	
731	SQUARE	1018	1/4	
732	SQUARE	1018	1/8	
733	SQUARE	1018	2	
734	SQUARE	1018	2 ½	
735	SQUARE	1018	3	
736	SQUARE	1018	3/16	
737	SQUARE	1018	3/4	
738	SQUARE	1018	3/8	
739	SQUARE	1018	4	

ALL BIDS MUST BE	F.O.B. DESTIN	ATION AND IN	NCLUDE DELIN	VERY WITHIN	DOORS UNLES	S OTHERWISE	SPECIFIED

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BID NO. MC95-11148-5274

	SHAPE	MATERIAL	DESCRIPTION	PRICE
740	SQUARE	1018	5	
741	SQUARE	1018	5/16	
742	SQUARE	1018	5/8	
743	SQUARE	1018	7/16	
744	SQUARE	1018	7/8	
	SHEE	TS, PLATES AND EXPAND	ED METAL – ATTACHMENT	Γ "F"
745	SHEET	CR	11 GA X 48 X 120	
746	SHEET	CR	11 GA X 48 X 96	
747	SHEET	CR	12 GA X 48 X 96	
748	SHEET	CR	13 GA X 48 X 96	
749	SHEET	CR	14 GA X 48 X 96	
750	SHEET	CR	16 GA X 48 X 120	
751	SHEET	CR	16 GA X 48 X 96	
752	SHEET	CR	18 GA X 48 X 120	
753	SHEET	CR	18 GA X 48 X 96	
754	SHEET	CR	20 GA X 48 X 96	
755	SHEET	CR	22 GA X 48 X 96	
756	SHEET	CR	24 GA X 48 X 96	
757	SHEET	GALV	11 GA X 48 X 96	
758	SHEET	GALV	12 GA X 48 X 96	
759	SHEET	GALV	14 GA X 48 X 96	
760	SHEET	GALV	16 GA X 48 X 120	
761	SHEET	GALV	16 GA X 48 X 96	
762	SHEET	GALV	18 GA X 48 X 96	
763	SHEET	GALV	20 GA X 48 X 120	
764	SHEET	GALV	20 GA X 48 X 96	
765	SHEET	GALV	22 GA X 48 X 120	
766	SHEET	GALV	22 GA X 48 X 96	
767	SHEET	GALV	24 GA X 48 X 120	
768	SHEET	GALV	24 GA X 48 X 96	
769	SHEET	GALV	26 GA X 48 X 96	
770	SHEET	GALV	28 GA X 48 X 96	
771	SHEET	HR	10 GA X 48 X 96	
772	SHEET	HR	10 GA X 72 X 120	
773	SHEET	HR	11 GA X 48 X 120	
774	SHEET	HR	11 GA X 48 X 96	
775	SHEET	HR	11 GA X 60 X 120	
776	SHEET	HR	11 GA X 72 X 120	
777	SHEET	HR	12 GA X 48 X 120	
778	SHEET	HR	12 GA X 48 X 96	

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AGE 66	BID NO.	MC95-11148-5274

	SHAPE	MATERIAL	DESCRIPTION	PRICE
779	SHEET	HR	14 GA X 48 X 96	
780	SHEET	HR	16 GA X 48 X 120	
781	SHEET	HR	16 GA X 48 X 96	
782	PLATE	A36	1 X 48 X 120	
783	PLATE	A36	1 X 48 X 96	
784	PLATE	A36	½ X 48 X 120	
785	PLATE	A36	½ X 48 X 96	
786	PLATE	A36	½ X 60 X 120	
787	PLATE	A36	¼ X 48 X 120	
788	PLATE	A36	¼ X 48 X 96	
789	PLATE	A36	¼ X 60 X 120	
790	PLATE	A36	¼ X 72 X 120	
791	PLATE	A36	3/16 X 48 X 120	
792	PLATE	A36	3/16 X 48 X 96	
793	PLATE	A36	3/16 X 60 X 120	
794	PLATE	A36	3/16 X 60 X 144	
795	PLATE	A36	3/16 X 72 X 120	
796	PLATE	A36	34 X 48 X 96	
797	PLATE	A36	34 X 60 X 120	
798	PLATE	A36	3/8 X 48 X 120	
799	PLATE	A36	3/8 X 48 X 144	
800	PLATE	A36	3/8 X 48 X 96	
801	PLATE	A36	3/8 X 60 X 120	
802	PLATE	A36	3/8 X 72 X 120	
803	PLATE	A36	5/16 X 48 X 96	
804	PLATE	A36	5/8 X 48 X 96	
805	DIA PLATE	A36	¼ X 48 X 120	
806	DIA PLATE	A36	¼ X 48 X 96	
807	DIA PLATE	A36	¼ X 60 X 120	
808	DIA PLATE	A36	1/8 X 48 X 120	
809	DIA PLATE	A36	1/8 X 48 X 96	
810	DIA PLATE	A36	1/8 X 60 X 120	
811	DIA PLATE	A36	3/16 X 48 X 96	
812	DIA PLATE	A36	3/16 X 60 X 120	
813	DIA PLATE	A36	3/8 X 48 X 96	
814	EXP METAL	FLAT	1 ½ #13-15 X 48 X 96	
815	EXP METAL		1 ½ #9 X 48 X 96	
816	EXP METAL	FLAT	1 ½ #9-11 X 48 X 96	
817	EXP METAL		½ #13 X 48 X 96	
818	EXP METAL	FLAT	½ #13-15 X 48 X 96	
819	EXP METAL		½ #16 X 48 X 96	
820	EXP METAL	FLAT	½ #16-18 X 48 X 96	

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# FORMAL SEALED BID PROPOSAL PAGE 67 BID NO. MC95-11148-5274

	SHAPE	MATERIAL	DESCRIPTION	PRICE
821	EXP METAL	FLAT	½ #18-20 X 48 X 96	
822	EXP METAL		¼ #18 X 48 X 96	
823	EXP METAL	FLAT	¼ #18-20 X 48 X 96	
824	EXP METAL		¾ #13 X 48 X 96	
825	EXP METAL	FLAT	¾ #13-15 X 48 X 96	
826	EXP METAL	FLAT	¾ #16-18 X 48 X 96	
827	EXP METAL		¾ #9 X 48 X 96	
828	EXP METAL	FLAT	¾ #9-11 X 48 X 96	
829	GRATING	BLACK	1 X 1/8 X 36 X 240	
830	GRATING	BLACK	1 X 3/16 X 36 X 240	

\*\*\*\*\*\* End of Specifications \*\*\*\*\*\*

If you are certified in NYS for any of the following, circle any that may apply:

- 1. Small Business
- 2. Minority Owned Business
- 3. Woman Owned Business
- 4. Veteran Owned Business

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