



## Nassau Health Care Corporation

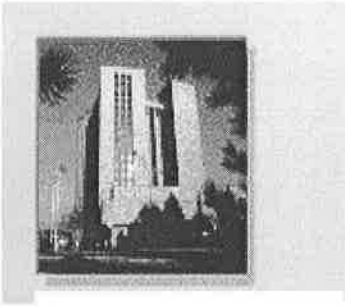
2201 Hempstead Tpke East Meadow NY 11554 Tel: (516)572-0123

### New Procurement Law Change

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**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 solicitation. **All questions, comments, requests for clarification and other communications regarding this solicitation must be in writing and 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  
Douglas Bruce  
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” Bldg, 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 **MUST** be sealed and include the **BID NUMBER AND YOUR RETURN ADDRESS**, clearly inscribed on the outside.
- 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**", **MUST** have the **BID NUMBER** clearly marked on the outside of the package and must arrive at **PURCHASING DEPARTMENT, “G” Bldg, 2<sup>nd</sup> Floor 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 **Additional Bid Clauses 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  
Douglas Bruce  
Technical Coordinator  
Purchasing Department  
Nassau University Medical Center  
Nassau Health Care Corporation

# FORMAL SEALED BID PROPOSAL



**NASSAU HEALTH CARE CORPORATION**

NASSAU UNIVERSITY MEDICAL CENTER  
2201 HEMPSTEAD TURNPIKE  
EAST MEADOW, NEW YORK 11554

**BID NUMBER**  
**MC98-12068-5278**

**BID OPENING DATE**  
**December 06, 2018**

2:00 P.M.

**BUYER**  
**L. Tarling**  
**ltarling@numc.edu**

**TELEPHONE**  
**(516)**  
**572-5810**

**REQUISITION NUMBER**  
**155688**

**PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER**

**BID TITLE: Asbestos, Lead & Microbial Air & Bulk Sampling w/Analysis**

**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

1. 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 Vendor.
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 unutilized 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 OTHERWISE SPECIFIED.

BIDDER SIGN HERE

TITLE

# 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 NOT CONTAIN TOXIC SUBSTANCES, PLEASE SIGN THE FOLLOWING CERTIFICATION:**

**CERTIFICATION:**

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

Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_



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

- |  |   |
|--|---|
| <input type="checkbox"/> 1 - PURPOSE -P/O                                    | <input type="checkbox"/> 30A - UMBRELLA LIABILITY INSURANCE POLICY  |
| <input checked="" type="checkbox"/> 2 - SCOPE - B/O                          | <input type="checkbox"/> 30B - PRODUCT LIABILITY INSURANCE  |
| <input checked="" type="checkbox"/> 3 - PERIOD COVERED - B/O                 | <input type="checkbox"/> 30C - COMPLETED OPERATIONS INSURANCE   |
| <input type="checkbox"/> 4 - DELIVERY  | <input type="checkbox"/> 30D - PROFESSIONAL LIABILITY INSURANCE   |
| <input checked="" type="checkbox"/> 5 - BILLING                              | <input checked="" type="checkbox"/> 30E - GENERAL LIABILITY / HOLD HARMLESS   |
| <input checked="" type="checkbox"/> 5A PARTIAL PAYMENTS ALLOWED              | <input type="checkbox"/> 31 - MANUALS / IN-SERVICE VIDEO  |
| <input type="checkbox"/> 6 -APPROXIMATE QUANTITIES                           | <input type="checkbox"/> 32 - GENERAL SERVICE/REPAIR CONDITIONS   |
| <input checked="" type="checkbox"/> 7 - ADDITIONAL BIDS                      | <input checked="" type="checkbox"/> 33 - ACCESS CLAUSE  |
| <input checked="" type="checkbox"/> 8 - FIRM PRICES - B/O                    | <input checked="" type="checkbox"/> 34 - INVOICING FOR PAYMENT  |
| <input checked="" type="checkbox"/> 8A - PRICE CHANGES, GOVERNMENT CONTRACTS | <input type="checkbox"/> 34A - TIME AND MATERIAL PAYMENT IN DETAIL  |
| <input type="checkbox"/> 9 - PRICES LISTS / CATALOGS                         | <input checked="" type="checkbox"/> 35 - ADDITIONAL ITEMS - B/O   |
| <input type="checkbox"/> 10 - SAMPLES  | <input checked="" type="checkbox"/> 36 - DEFAULT  |
| <input type="checkbox"/> 11 - SPECIFICATION                                  | <input checked="" type="checkbox"/> 37 - CONFIDENTIALITY  |
| <input checked="" type="checkbox"/> 12 - EQUIVALENT BIDS                     | <input checked="" type="checkbox"/> 38 - TERMINATION PREROGATIVE - B/O  |
| <input type="checkbox"/> 13 - PRODUCT IDENTIFICATION                         | <input checked="" type="checkbox"/> 39 - LABOR LAW (SEE NYS PRC# 2018012657)  |
| <input checked="" type="checkbox"/> 14 - CLAIM AGAINST "EQUAL OR BETTER"     | <input type="checkbox"/> 40 - TRADE - INS (clause #30 must be checked if this clause is checked and inspection is required) |
| <input checked="" type="checkbox"/> 15 - ALTERNATE BIDS                      | <input type="checkbox"/> 41 - TITLE TO EQUIPMENT  |
| <input type="checkbox"/> 16 - DELIVERY DATE                                  | <input checked="" type="checkbox"/> 42 - GENERAL INSTRUCTIONS   |
| <input type="checkbox"/> 17 - SHIPPING CHARGES                               | <input checked="" type="checkbox"/> 43 - QUALIFICATION STATEMENT  |
| <input checked="" type="checkbox"/> 18 - BID SECURITY                        | <input type="checkbox"/> 44 - PRE BID SITE VISIT(S)   |
| <input checked="" type="checkbox"/> 19 - SURETY                              | <input type="checkbox"/> 45 - BIDDERS WALK THROUGH  |
| <input type="checkbox"/> 20 - WARRANTY                                       | <input type="checkbox"/> 46 - NAMES ONLY AT BID OPENING   |
| <input type="checkbox"/> 21 - REPLACEMENT PARTS                              | <input checked="" type="checkbox"/> 47 - CONTRACTORS SPECIFIC CONDITIONS  |
| <input checked="" type="checkbox"/> 22 -NON-ASSIGNMENT                       | <input checked="" type="checkbox"/> 48 - STATEMENT OF CONFIDENTIALITY   |
| <input checked="" type="checkbox"/> 23 - AWARD                               | <input checked="" type="checkbox"/> NON-COLLUSIVE BID CERTIFICATION FORM  |
| <input checked="" type="checkbox"/> 24 - REDUCTION IN PRICES                 | <input checked="" type="checkbox"/> PROCUREMENT LAW REQUIREMENTS FORM   |
| <input checked="" type="checkbox"/> 25 - PRICE PROTECTION                    | <input type="checkbox"/> GUIDELINES-PREVENTION OF INFECTION FORM  |
| <input type="checkbox"/> 26 - EXPIRATION DATING                              | <input checked="" type="checkbox"/> CONTRACTOR CERTIFICATION FORM   |
| <input type="checkbox"/> 27 - DETAILED SPECIFICATIONS                        | <input checked="" type="checkbox"/> VENDOR INFORMATION FORM   |
| <input checked="" type="checkbox"/> 28 - NEW YORK STATE PRICES               | <input checked="" type="checkbox"/> REQUEST FOR TAXPAYER ID FORM  |
| <input type="checkbox"/> 29 - INSTALLATION                                   | <input checked="" type="checkbox"/> RIGHT TO KNOW AND OSHA FORM   |
| <input checked="" type="checkbox"/> 30 - INSURANCE / WORKER'S COMPENSATION   |   |

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

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

TITLE \_\_\_\_\_

**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

**Asbestos, Lead & Microbial Air & Bulk Sampling w/Analysis**

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 **5 years** from the date of issuance. 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, and if the further extension is applied; the number of years listed above and (2) months.

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

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

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

TITLE \_\_\_\_\_

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.

4.  
**DELIVERY:** Shall be made ONLY 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.  
**PARTIAL PAYMENTS:** 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 a period of three (3) years from the issuance of this Blanket Order and no upward escalation will be permitted. However, the Vendor may apply to the Director or Purchase for permission to increase their prices starting with the fourth - fifth 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 the increase of prices. If the Director accepts the request, the Blanket Order will be amended accordingly.

However, if the Director of Purchase does not consider their 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 places 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 Purchase, 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

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

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



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.

10. **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. **DELIVERY:** Bidders are required to state guaranteed delivery date in terms of days after receipt of order in the space provided below and on page one. Bidders are cautioned to post realistic delivery dates. Guaranteed delivery dates will be strictly enforced. 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 its 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: **\$5,000.00**. 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 **\$5,000.00** 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. **WARRANTY:** The successful bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the using department and/or agency of the equipment, other than defects or failure shown by the Contractor that have arisen solely from accident or abuse occurring after delivery to the NHCC agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fail from the above reasons.

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

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

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24. **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. **DETAILED SPECIFICATIONS:** 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.

**IMPORTANT NOTE:** 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. **NEW YORK STATE PRICES:** Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price 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. **UMBRELLA LIABILITY INSURANCE POLICY:** In addition, it shall be the awarded vendors responsibility to secure, at his own cost and expense, Umbrella Insurance Policy for 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 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 Product Liability Insurance, 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. **COMPLETED OPERATIONS 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 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):* \_\_\_\_\_

**ALL INSURANCE COVERAGE AS STIPULATED HEREIN (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: Person & Dept requesting the service/order.**

34A. **TIME AND MATERIAL PAYMENT IN DETAIL:** 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. **ADDITIONAL ITEMS:** 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 NYS Department of Labor Law Prevailing Wages #PRC 2018012657**

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 **FEDERAL IDENTIFICATION NUMBER** 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 **NOT** 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 **WHITE-OUT, CROSS-OUTS OR LIFT-OFF TAPE MUST BE INITIALED** 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.**
  - OSHA Right to Know requirements must be filled out and signed
  - Statement of Confidentiality
  - Site Visit Requirement if Clause 44 or 45 boxes are checked off on Page 4
  - Non-Collusive Bidding Certifications
  - Procurement Law Requirements
  - Guidelines for the Prevention of Nosocomial Infection for any construction project
  - 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) **MUST** 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 **NHCC Biomedical Service Provider**. 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 (NYS DOS 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.

**QUALIFICATION 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 to be under construction. All bidders shall be required to be present at the reception area in the Purchasing Department, NUMC. The Purchasing Department is located in the basement of the DCB Bldg, the large 19 story building, on Hempstead Turnpike. 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.

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.
- Work not included:  
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

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Department (516-572-3138). All work shall immediately desist until asbestos containing material is cleaned up by the NHCC.

Project Meetings:

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 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

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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.

**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. **The NuHealth Corporation aims to achieve 30% participation with MWBE vendors. Please submit your MWBE utilization form. You may contact Walter Lowe @ 516-572-6723.**

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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.

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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**

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**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 information is disclosed orally or in writing. Confidential Information shall also include any 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

Nassau Health Care Corporation



QUALIFICATION STATEMENT

BIDDER'S NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

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

PRESIDENT \_\_\_\_\_

VICE PRESIDENT \_\_\_\_\_

SECRETARY \_\_\_\_\_

TREASURER \_\_\_\_\_

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU OR THE NHCC? \_\_\_\_\_

IF SO WHEN? \_\_\_\_\_

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

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? \_\_\_\_\_

IF SO, WHERE AND WHY? \_\_\_\_\_

6. IN WHAT OTHER LINE OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? \_\_\_\_\_

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

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

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

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

10. LIST THE PROJECTS WHICH YOUR FIRM HAS UNDER CONTRACT OR HAS PERFORMED IN THE PAST FEW YEARS THAT WILL QUALIFY YOU FOR THIS BID

TYPE OF WORK CONTACT	DATE PERFORMED	APPROX. CONTRACT AMOUNT	NAME/ADDRESS/TELEPHONE # OF

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED

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

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**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**

**PLEASE CALL: NHCC AT (516) 572- 0000 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, \_\_\_\_\_  
Clearly print bidder's representative's name and title

\_\_\_\_\_  
Signature



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.

**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 perjury under the laws of the State of New York,

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ as the act and deed of said Corporation or Partnership,

**Identifying Data**

Potential Contractor \_\_\_\_\_

Address \_\_\_\_\_

Street \_\_\_\_\_

City, Town, etc. \_\_\_\_\_

Telephone \_\_\_\_\_ Title \_\_\_\_\_

If applicable, Responsible Corporate Officer

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_



IF BIDDER(S) (ARE) A **PARTNERSHIP**, COMPLETE THE FOLLOWING:  
NAMES OF PARTNERS OR PRINCIPALS LEGAL RESIDENCE

_____	_____
_____	_____
_____	_____

IF BIDDER(S) (ARE) A **CORPORATION**, COMPLETE THE FOLLOWING:  
NAME LEGAL RESIDENCE

**President:** \_\_\_\_\_

**Secretary:** \_\_\_\_\_

**Treasurer:** \_\_\_\_\_

**President:** \_\_\_\_\_

**Secretary:** \_\_\_\_\_

**Treasurer:** \_\_\_\_\_

**Joint or combined bids** by companies or firms must be certified on behalf of each participant.

_____	_____
Legal name of person, firm or corporation	Legal name of person, firm or corporation
By _____	By _____
Name	Name
_____	_____
Title	Title
Address _____	Address _____
Street	Street
_____	_____
City, State	City, State

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**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.

**Conformance with Sample(s)** 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.

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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 <http://www.ogs.state.ny.us/aboutogs/regulations/advisoryCouncil/StatutoryReferences.html>. 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:

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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 relative to permissible Contacts as required by State Finance Law §§ 139-j (3) and 139-j (6)(b).

By - Print Name \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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



---

**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 of Individual or Entity Seeking to Enter into Procurement Contract:**

\_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Name and Title of Person Submitting this Form:** \_\_\_\_\_

\_\_\_\_\_

**Contract Procurement Number:** \_\_\_\_\_

**Date:** \_\_\_\_\_

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?

(Please Circle):                      No                      Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?

(Please Circle):                      No                      Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?

(Please Circle):                      No                      Yes

4. If you answered 'yes' to any of the above questions, please provide details regarding the finding of non-responsibility below:

Governmental entity: \_\_\_\_\_

Date of Finding of Non-Responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Add additional pages as necessary)



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: \_\_\_\_\_

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## 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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## Infection Control Risk Assessment Form

**Task / Project Description:**

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**Location:**

Facility

Bldg

Floor

Section / Area

**Step One:** Using the following table, identify the Type of Construction Project or Maintenance Activity (Type A - D)

<b>TYPE A</b>	<p><b>Inspection and Non-Invasive Activities.</b> Includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>• removal of ceiling tiles for visual inspection limited to 1 tile per 50 square feet</li> <li>• painting (but not sanding)</li> <li>• wall covering, electrical trim work, minor plumbing, and activities which do not generate dust or require cutting of walls or access to ceilings other than for visual inspection.</li> </ul>
<b>TYPE B</b>	<p><b>Small scale, short duration activities which create minimal dust</b> Includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>• installation of telephone and computer cabling</li> <li>• access to chase spaces</li> <li>• cutting of walls or ceiling where dust migration can be controlled</li> </ul>
<b>TYPE C</b>	<p><b>Work that generates a moderate to high level of dust or requires demolition or removal of any fixed building components or assemblies</b> Includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>• sanding of walls for painting or wall covering</li> <li>• removal of floor-covering, ceiling tiles and casework</li> <li>• new wall construction</li> <li>• minor duct work or electrical work above ceilings.</li> <li>• major cabling activities</li> <li>• any activity which cannot be completed within single work-shift</li> </ul>
<b>TYPE D</b>	<p><b>Major demolition and construction projects</b> Includes, but not limited to:</p> <ul style="list-style-type: none"> <li>• activities which requires consecutive work shifts</li> <li>• requires heavy demolition or removal of a complete cabling system</li> <li>• new construction</li> </ul>

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**Step Two:** Using the following table, identify the Patient Risk 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 2. Laboratories (specimen) 3. Medical/Surgical Units 4. Nuclear Medicine 5. Physical Therapy 6. Radiology 7. Respiratory Therapy 8. Treatment Rooms 9. Waiting Areas	1. Bronchoscopy 2. Dialysis 3. Dialysis Cath Room 4. Emergency Room 5. Intensive Care Units 6. Outpatient surgery 7. Pharmacy 8. Post Anesthesia Care Unit 9. Pulmonary Care Unit	1. Any area caring for immunocompromised patients 2. Burn Center 3. Central Sterile Supply 4. Nursery/NICU 5. Operating rooms 6. Pharmacy Admixture 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
<b>HIGH</b> Risk Group	I	II	III / IV	IV
<b>HIGHEST</b> 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.

**Description of Required Infection Control Precautions by Class**

	<b>During Construction Project</b>	<b>Upon Completion of Project</b>
<b>Class I</b>	<ol style="list-style-type: none"> <li>1. Execute work by methods to minimize raising dust from the construction operators.</li> <li>2. Immediately replace a ceiling tile displaced for visual inspection</li> </ol>	
<b>Class II</b>	<ol style="list-style-type: none"> <li>1. Provide active means to prevent airborne dust from dispersing into atmosphere</li> <li>2. Water mist work surfaces to control dust while cutting</li> <li>3. Seal unused doors with duct tape</li> <li>4. Block off and seal air vents</li> <li>5. Place dust mat at entrance and exit of work area</li> <li>6. Remove or isolate HVAC system in areas where work is being preformed.</li> </ol>	<ol style="list-style-type: none"> <li>1. Wipe work surfaces with disinfectant</li> <li>2. Contain construction waste before transport in tightly covered containers</li> <li>3. Wet mops and/or vacuum with HEPA filtered vacuum before leaving work area.</li> <li>4. Remove isolation of HVAC system in area where work is being performed.</li> </ol>
<b>Class III</b>	<ol style="list-style-type: none"> <li>1. Remove or Isolate HVAC system in area where work is being done to prevent contamination of duct system</li> <li>2. Complete all critical barriers e.g.: sheetrock, plywood, plastic, to seal area from non-work area or implement control cube method (cart with plastic covering and sealed connection to work site with HEPA vacuum for vacuuming prior to exit) before construction begins.</li> <li>3. Maintain negative air pressure within work site utilizing HEPA equipped air filtration units.</li> <li>4. Contain construction waste before transport in tightly covered containers</li> <li>5. Cover transport receptacles or carts. Tape covering unless solid lid.</li> </ol>	<ol style="list-style-type: none"> <li>1. 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.</li> <li>2. Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction.</li> <li>3. Vacuum work area with HEPA filtered vacuums</li> <li>4. Wet mop area with disinfectant</li> <li>5. Remove isolation of HVAC system in areas where work is being performed.</li> </ol>
<b>CLASS IV</b>	<ol style="list-style-type: none"> <li>1. Isolate HVAC system in area where work is being done to prevent contamination of duct system</li> <li>2. Complete all critical barriers e.g.: sheetrock, plywood, plastic, to seal area from non-work area or implement control cube method (cart with plastic covering and sealed connection to work site with HEPA vacuum for vacuuming prior to exit) before construction begins.</li> <li>3. Maintain negative air pressure within work site utilizing HEPA equipped air filtration units.</li> <li>4. Seal holes, pipes, conduits, and punctures appropriately</li> <li>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.</li> <li>6. All personnel entering work site are required to wear shoe covers. Shoe covers must be changed.</li> <li>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.</li> </ol>	<ol style="list-style-type: none"> <li>1. Remove barrier material carefully to minimize spreading of dirt and debris associated with construction.</li> <li>2. Contain construction waste before transport in tightly covered containers.</li> <li>3. Cover transport receptacles or carts. Tape covering unless solid lid.</li> <li>4. Vacuum work area with HEPA filtered vacuums.</li> <li>5. Wet mop area with disinfectant.</li> <li>6. Remove isolation of HVAC system in areas where work is being preformed.</li> </ol>

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

**This project requires the following class \_\_\_\_\_**

Evaluated by:

**Infection Control Department**

Print Name	Signature	Title	Date
_____	_____	_____	_____
<b>Engineering / Maintenance or Planning</b>			
_____	_____	_____	_____

**Contractor's Notification Declaration**

**Contractors Performing Work At Nassau Health Care Corporation Facilities**

Please complete the blanks below, sign and date.

(Contracting Company Name) \_\_\_\_\_

The person whose signature appears below, a proprietor, partner or officer authorized to sign for company listed above, has read the rules and regulations described above and agrees to abide by the content and intent of this procedure.

**Signature** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Title** \_\_\_\_\_ **Date** \_\_\_\_\_



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](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

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New York State Department of Taxation and Finance

**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.*

Contractor name		For office use only	
Contractor's principal place of business		Contract number	
City	State	ZIP code	
Mailing address (if different than above)		Estimated contract value	
Contractor's federal employer identification number (EIN)		Contractor's sales tax ID number (if different from contractor's EIN)	
Contractor's telephone number ( )		\$	
Contracting state agency <b>Nassau Health Care Corporation</b>			

I, \_\_\_\_\_, hereby affirm, under penalty of perjury, that I am \_\_\_\_\_  
(name) (title)  
of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and that:

**Part I. Contract services that are not services for purposes of Tax Law section 5-a**

(Mark an X in the box if this statement is applicable. If you mark this box, you do not have to complete Parts II through V.)

- The requirements of Tax Law section 5-a do not apply because the subject matter of the contract concerns the performance of services which are not *services* within the meaning of Tax Law section 5-a.

*(If you did not mark the box next to the statement in Part I, mark an X next to the applicable statement in Parts II through V.)*

**Part II. Contractor registration status**

- The contractor 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, and 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.
- As of the date of this certification, the contractor 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.

**Part 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 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, and each affiliate exceeding the \$300,000 sales threshold during such periods is

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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.

Part 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.

Part 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.

Sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_



(signature)

(title)

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF \_\_\_\_\_ }
: SS.:
COUNTY OF \_\_\_\_\_ }

On the day \_\_\_\_\_ of \_\_\_\_\_ in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_
known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did
depose and say that \_he resides at \_\_\_\_\_,

Town of \_\_\_\_\_,

County of \_\_\_\_\_,

State of \_\_\_\_\_; and further that:

[Mark an X 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 \_\_\_\_\_
of \_\_\_\_\_, the corporation described in said instrument; that, by authority of
the Board of Directors of said corporation, \_he is authorized to execute the foregoing instrument on
behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, \_he executed
the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said
corporation.

[ ] (If a partnership): \_he is the \_\_\_\_\_
of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of
said partnership, \_he is authorized to execute the foregoing instrument on behalf of the partnership for
purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in
the name of and on behalf of said partnership as the act and deed of said partnership.

[ ] (If a limited liability company): \_he is a duly authorized member of \_\_\_\_\_
LLC, the limited liability company described in said instrument; that \_he is authorized to execute the
foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that,
pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said
limited liability company as the act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public

Registration No. \_\_\_\_\_



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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 not-for-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 State.

**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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REV 3.7.07 Printed 11/08/2018. 11:55 AM

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 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 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 PROMPTLY BEFORE ANY PURCHASE ORDER OR PAYMENT CAN BE PROCESSED.

BUSINESS NAME:

\_\_\_\_\_

BUSINESS Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person:

\_\_\_\_\_

Telephone Number:

\_\_\_\_\_

FAX Number:

\_\_\_\_\_

**\*PLEASE NOTE:** ANY CHANGE IN VENDOR INFORMATION PREVIOUSLY PROVIDED, MUST BE ACCOMPANIED BY A NOTIFICATION OF SAID CHANGE ON VENDOR LETTERHEAD DULY SIGNED.

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# Request For Taxpayer Identification Number and Certification

This "700" form must be filled out and submitted along with a complete W-9 form to this office promptly before any purchase order or payment can be processed.

Vendor / Payee ID #: / / / / / / / / / / / / / (9) Vendor Class **NMS**

Business Name : \_\_\_\_\_

Business DBA: \_\_\_\_\_

Business Address: \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

**Important Note: All Purchase Orders will be processed via E-Mail effective date: July 1st., 2016**

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail for Purchase Orders: \_\_\_\_\_

Remit to Address if different from above: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Please answer the five questions below. Incomplete forms will delay payment.**

- 1) The vendor / payee ID # provided above is : Federal ID #  Social Security #
- 2) Are medical or legal services ever provided by vendor ? Yes  No
- 3) Is vendor / payee an employee of the Nassau Health Care Corporation ? Yes  No
- 4) Check appropriate box: Sole Proprietor  Corporation  Partnership  Other \_\_\_\_\_
- 5) If a 1099 is NOT required please initial the box to the right

**Is this business registered as Minority, Women Owned, Small Business and/or Veterans?**

If so where is it registered? \_\_\_\_\_

- a) Women Owned Business Yes  No
- b) Minority Owned Business Yes  No
- c) Small Business Yes  No
- d) Veterans Yes  No

**Certification** - Under penalties of perjury, I certify that: (1) The number shown on this form is my correct identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding. (3) The information provided on this form is correct to the best of my knowledge.

**Certification Instructions:** - You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return. For real estate transactions, item (2) does not apply.

**PLEASE SIGN HERE**



PRINT NAME OF PERSON SIGNING ABOVE \_\_\_\_\_

DATE \_\_\_\_\_ TITLE \_\_\_\_\_

**For Internal Use Only**

Form Submitted By: \_\_\_\_\_ (Name) Date \_\_\_\_\_

Department \_\_\_\_\_ Phone Number \_\_\_\_\_

Document Type Initial Entry  Revision

Nassau Health Care Corporation, 2201 Hempstead Turnpike, East Meadow, NY 11554

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## Asbestos, Lead & Microbial Air & Bulk Sampling w/Analysis

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 Asbestos, Lead & Microbial Air & Bulk Sampling services with analysis as per the specifications listed below. The contract issued as a result of this bid will be available for all NuHealth Corporation entities, to include: Nassau University Medical Center, A. Holly Patterson Extended Care Facility, as well as the off-site health care centers.

#### SECTION I

##### GENERAL CONDITIONS

###### 1. General Requirements

NuHealth Corporation is soliciting bid proposals from qualified environmental firms with **at least five years of experience in health care facilities.**

Contractor must be capable of performing baseline indoor air quality studies. Consultants and specialists must be capable of determining the possible cause(s) of problems and the locations within a building of concern. Must have qualified individuals to determine if the HVAC system is operating properly, review maintenance records, inspect the equipment, and obtain ventilation readings at air supply registers to determine if the system meets recommended ASHRAE ventilation requirements.

A. The work covered under this Contract involves furnishing the necessary labor, materials, tools, equipment and incidentals necessary to perform various air and bulk sampling as well as the sampling of indoor air contaminants including, but not limited to, particulates, microbial/fungal agents and organic toxins at various locations of the NuHealth Corporation. NuHealth Corporation

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shall include the following locations the Nassau University Medical Center (NUMC), the A. Holly Patterson Extended Care Facility (AHPECF), and the following Federally Qualified Health Centers at; Elmont, Hempstead, Freeport-Roosevelt and New Cassel-Westbury.

- B. The contractor must be a legally recognized business entity and have at least five (5) years experience in furnishing this service to similar health care institutions.

**Note: All contractors must furnish with their bid response three (3) references qualifying them to bid on these specifications.** References need to include the following information:

1. Names of the serviced Organizations.
2. Names of the individuals of the service.
3. Title of each individual.
4. Current telephone number of each individual.
5. Address of each organization and location where services were performed, if different.
6. Total number of years contractor has performed services for each organization.
7. Total annual dollar amount for each contract for each organization.
8. Dates contracts were in effect.
9. Examples of work performed, including square footage of projects for the organization.

**Reminder:** Additional reference information required on page 22 (Qualification Statement) of this sealed bid.

- C. The bidder must have a fulltime Certified Industrial Hygienist (CIH) on staff.
- D. The Contractor shall supply services, on an "as-needed" basis. The Contractor may be required to work during the hours when the buildings are closed or at minimum occupancy. The Contractor shall respond on site to emergency service requests, no later than four (4) hours after the request is submitted.
- E. The Contractor must have competent personnel on site during times that work is in progress. The technicians must be able to communicate in spoken and written English as well as being completely versed in the work to be done.

- F. Employees of the Contractor, while on service call, shall carry identification badges provided to them by the NuHealth Corporation and shall be required to submit same to Public Safety Officials or other employees of the NuHealth Corporation. Badges must be returned to the NuHealth Corporation at the completion of the contract period. A replacement fee of \$10.00 will be assessed for any lost or stolen badges.
- G. The Contractor shall be responsible for all personnel in his/her employ and any acts of these personnel creating a public nuisance; interfering with NuHealth Corporation property, employees, visitors, patients, or entering unauthorized areas, may be cause for termination of this contract.
- H. The Contractor shall provide, and maintain at all times, at the Contractor's cost all warning signs, safety guards, fences, walks, lights, barricades, ladders, scaffolding, goggles, work gloves, shoes, and other related items and/or means for protection, safety and convenience of the public, patients, employees, etc., as required by law, ordinances, or police regulations, or as may be directed by the NuHealth Corporation.
- I. The Contractor shall inform and receive approval from the NuHealth Corporation prior to introducing any substances or chemicals into any NuHealth Corporation locations. The Contractor shall also provide Material Safety Data Sheets (MSDS) for all such substances or chemicals as per Federal Hazard Communication Standard.
- J. Gasoline powered tools and equipment are not permitted for use within any NuHealth Corporation buildings.
- K.. The Contractor shall use electrical equipment that has been safety tested and properly grounded.
- L. All services listed in this Sealed Bid are to be performed only by the Vendor responding to this bid. There will be no subcontracting of these services at any time.

## 2. Work Requests

- A. **No work** shall be undertaken nor will any payment be made unless a **Delivery Order** is issued for any specific activities requested by the NuHealth Corporation.
- B. Upon issuance of a **Delivery Order**, the Contractor shall mobilize a qualified and appropriately certified work force of suitable size, properly equipped and with adequate materials and equipment and commence work immediately.

**SECTION II****Contractor's Operations****1. Description**

- A. Contractor must comply with the most recent edition of any relevant regulation, standard, document or code in effect. Where conflicts among the requirements or with these specifications exist, the most stringent requirements shall apply.
- B. 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 laws, codes and regulations.
- C. All work to be done in existing buildings or any other work, which might affect the operation of the existing building(s), shall be done at the convenience of the NuHealth Corporation. The NuHealth Corporation shall be notified of this work in sufficient time so that the proper arrangements may be made.
- D. Prior to commencing any project, the Contractor must visit the site to familiarize themselves with any possible special conditions to include, but not be limited to:
1. Limited vehicle access to the work area(s).
  2. Sole entrance/exit paths to each work area.
  3. Building or structure being occupied and in use by the NuHealth Corporation personnel or the general public.
- E. The Contractor shall protect the NuHealth Corporation property from damage and loss arising in connection with this Contract and his work activities. The Contractor shall repair/replace any damage caused by his operation except such as caused by agents or employees of the NuHealth Corporation. The Contractor shall provide all protection required by any public authority for the safety of the public and building occupants. The Contractor shall be responsible for all parts of his work until such work is accepted by the NuHealth Corporation.
- F. The Contractor shall maintain unobstructed entrances and exits to and from areas of building operations.
- G. The Contractor is responsible for restoring the work area, and auxiliary areas utilized during his activities, to conditions equal to or better than original. Any damages (i.e. – paint peeled off by barrier tape, tape/glue residues, nail holes, water damage, broken glass, etc.) caused during the performance of his activities shall be repaired by the Contractor at no expense to the NuHealth Corporation.

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- H. Equipment, furniture, etc. that will need to be moved by the Contractor for the work to proceed, will be moved back by the Contractor to its original location unless otherwise instructed by the NuHealth Corporation.
- I. The Contractor shall submit a final written report to the NuHealth Corporation, after completion of work and prior to receiving final payment.

## **2. Applicable Standards Rules and Regulations**

- A. Work activities shall be performed in accordance with all federal, state and local pertinent laws, rules and regulations, existing at the time of the work, including, but not limited to:
  - 1. OSHA General Industry-Asbestos Standard 29 CFR 1910.1001.
  - 2. OSHA Construction Industry-Asbestos Standard 29 CFR 1910.1101.
  - 3. OSHA Hazard Communication Standard 29 CFR 1910.1200.
  - 4. OSHA Respiratory Protection Standard 29 CFR 1910.134.
  - 5. OSHA Permit Required Confined Space Entry Program Standard 29 CFR 1910.146.
  - 6. OSHA Control of Hazardous Energy (Lockout/Tagout) Standard 29 CFR 1910.147.
  - 7. New York State Industrial Code Rule 56, Et. Seq., covering complete specifications for all aspects of an asbestos abatement project. Where conflicts between other standards, rules and regulations exist, the most stringent shall apply. Where this document does not address particular issues, terms or items of abatement work, Industrial Code Rule 56 shall apply.
  - 8. New York State Labor Law, Article 30, Et. Seq., requiring licensing of Contractors involved in the removal of ACM and certifications of asbestos workers associated with asbestos projects.
  - 9. Title 10, Part 73, Et. Seq., of the New York Code of Rules and Regulations, provides for completion of an approved training course as a pre-requisite of certifications of an asbestos worker. All handlers and supervisors shall be New York State certified.
  - 10. EPA 40 CFR Part 61, Et. Seq., and 40 CFR Part 763, Et. Seq., OSHA 29CFR Part 1910, Et. Seq., covering hazardous waste operations as well as 29 CFR Part 1926, Et. Seq.
  - 11. Asbestos Hazard Emergency Response Act (AHERA), stated for guidance only.

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12. Safe Asbestos Safety Act (SASA), stated for guidance only.
13. All applicable National Fire Prevention Administration (NFPA) Standards including, but not limited to NFPA 101 – Life Safety Code.
14. EPA 40 CFR Part 61 General Provisions SubPart A.
15. EPA 40 CFR Part 61 National Emission Standards SubPart M – Asbestos.
16. American Industrial Hygiene Association (AIHA).
17. American Conference of Governmental Industrial Hygienists (ACGIH).
18. National Institute for Occupational Safety and Health (NIOSH).

### 3. **Basic Services of the Contractor**

The Contractor agrees to provide certified personnel for bulk sampling and analysis, air sampling and analysis, and report preparation, as well as project monitoring and management as ordered by the NUMC Safety Officer.

#### A. **Sampling**

1. The Contractor shall only utilize competent certified personnel for the inspection, sampling and testing covered by this contract, and such personnel shall be adequately trained by education and experience and will possess the required certification(s) for the particular inspection, sampling and testing duties assigned.
2. Subject to the direction, control and supervision of the NuHealth Corporation contact person, the Contractor agrees to perform asbestos and lead air and bulk sampling as well as sampling of indoor air contaminants including, but not limited to, particulates, microbial/fungal agents and organic toxins, at various times and at various locations of the NuHealth Corporation.
3. The Contractor shall supply all materials and equipment required to perform asbestos and lead air and bulk sampling as well as sampling of indoor air contaminants including, but not limited to particulates, microbial/fungal agents and organic toxins. Examples of such materials and equipment include, but are not limited to: pumps, ladders, cartridges/cassettes, wipes, swabs, bottles, jars, containers, etc.
4. Air monitoring and analysis shall be required prior to abatement/remediation activities (pre-abatement/remediation), during and after abatement/remediation activities, in accordance with all applicable codes, rules and regulations.

5. Air monitoring and management of Projects is required to insure that abatement/remediation activities are performed in accordance with the project specifications and all applicable codes, rules and regulations.
6. Project monitoring and management services shall be provided for construction meetings with abatement/remediation contractor representatives in order to provide NuHealth Corporation with schedules for completion of the abatement/remediation activities and resolve any problems encountered during the abatement activities.
7. Site investigations shall be conducted to assess and determine the total amount, condition and potential for release of asbestos fibers and lead dust.
8. Bulk sampling and analysis shall be conducted to determine the presence of asbestos and lead containing materials.

**B. Test Results and Reports**

1. The Contractor shall provide to the NUMC Safety Officer written records and reports encompassing the materials inspected, sampled and tested. The records and reports shall be furnished upon the completion of each activity, whether it is site investigation, bulk sampling, air sampling or air monitoring.
2. Test results for air monitoring and bulk sampling shall be provided to the NUMC Safety Officer within twenty-four (24) hours from the time air monitoring and/or bulk sampling is completed. In special situations, "Rush Work" requests may be required. Test results for "Rush Work" are to be received by the NUMC Safety Officer within six (6) hours from the time air monitoring and/or bulk sampling is completed.
3. A comprehensive typed report detailing the results of the air monitoring and analysis and bulk sampling, including test and analysis results, shall be prepared and submitted to the NUMC Safety Officer within two (2) weeks. Such report shall be in sufficient detail and proper format to comply with all applicable State and Federal requirements.
4. The cost for report preparation and submission shall be included within the costs for the various bulk sampling, air sampling and air monitoring sample analysis. No separate payments shall be made for report preparation.

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**SECTION III****ADDITIONAL PROVISIONS****1. Description**

- A. The services to be performed by the Contractor shall at all times be subject to the direction and control of the NUMC Safety Officer, whose decision shall be final and binding upon the Contractor as to all matters arising in connection with or relating to the service requested.
- B. It is understood that **all** personnel engaged in hospital projects, or responding to service requests, are employees only of the Contractor, and the Contractor shall be solely responsible for their work.
- C. Employees of the Contractor **MUST** be certified and experienced in the performance of the services herein specified. Documentation of certification and experience **MUST** be submitted if requested, also see SECTION VI.
- D. The Contractor shall maintain full and complete books and records of accounts in accordance with accepted accounting practices, and such other records as may be prescribed by the NuHealth Corporation. Such books and records shall be retained for a period of six (6) years from the date of final payment, and shall at all times be available for audit and inspection by the NuHealth Corporation.
- E. With respect to any claim for payment, the Contractor shall submit an invoice, as approved by the NuHealth Corporation, setting forth the number of technical personnel engaged in the work, the hourly rate of pay, the number of hours worked by date, the type and number of samples analyzed and the total dollar amount for charges being invoiced.
- F. The Contractor shall be responsible for all damage to life and property due to the activities of itself or its employees in connection with their work until the services under this Contract are completed. The Contractor agrees that it will comply with any and all applicable provisions of the laws of the State of New York, the County of Nassau, Nassau Health Care Corporation, all local governments & agencies, and agrees to be responsible for - and save harmless - the NuHealth Corporation, its' agents, officers and employees, from any and against all loss, damages, detriment, suits, claims, expenses for injuries (including death), liability, obligation, or payment which the NuHealth Corporation shall incur arising out of any negligent act, error, or omission caused by the Contractor during the course of the performance of its services for this Contract.
- G. The Contractor shall pay for all materials and supplies used by the Contractor in the performance of the services to be rendered.

H. CERTIFICATIONS - CONTRACTOR'S RESPONSIBILITIES

This Contract may be voided if the Contractor does not provide copies, upon request, of such Certifications, as well as renewals thereof, required by the applicable Federal, State and Local Codes, Rules and Regulations, for the performance of the services described herein.

**SECTION IV**

**BASIS OF PAYMENT**

**1. Labor**

The billable rate for labor associate with services rendered, as requested by the NUMC Safety Officer must meet all requirements of the NYS Labor Laws and the Prevailing Wage Rate as published by the NYS Department of Labor.

**Schedule of Work Hours:**

- Shift A 8:00A.M. to 4:00P.M.
- Shift B 4:00P.M. to 12:00A.M.
- Shift C 12:00A.M. to 8:00A.M.

**A. Pricing Schedule.**

To comply with the bid process all lines listed below need to be responded to. However, the items asterisked will weigh heavily when factoring the lowest responsible bidder.

The weight assigned to the award of this bid is as follows:

- 80% Hourly Category
- 20% Sample Fees

If pricing of non-asterisked items are above fair market value, your bid will be deemed non-responsive and may be disqualified.

ASBESTOS, LEAD, ENVIRONMENTAL AND TESTING SERVICES (labor)		
	<u>Regular Hours 8AM-4PM</u>	<u>All Other Hours to included weekends &amp; Holidays</u>
NYS Certified Project Monitor	1A. \$ /hr	1B. \$ /hr *****
NYS Certified Project Monitor (OT)	2A. \$ /hr	2B. \$ /hr
NYS Certified Air Sampling Technician	3A. \$ /hr	3B. \$ /hr *****
NYS Certified Air Sampling Technician (OT)	4A. \$ /hr	4B. \$ /hr
NYS Certified Inspector	5A. \$ /hr	5B. \$ /hr *****
NYS Certified Inspector (OT)	6A. \$ /hr	6B. \$ /hr
NYS Certified Project Designer	7A. \$ /hr	7B. \$ /hr *****

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FORMAL SEALED BID PROPOSAL

NYS Certified Project Designer (OT)	8A. \$	/hr	8B.\$	/hr
NYS Certified Management Planner	9A. \$	/hr	9B.\$	/hr *****
NYS Certified Management Planner (OT)	10A. \$	/hr	10B.\$	/hr
EPA certified lead inspector	11A. \$	/hr	11B.\$	/hr *****
EPA certified lead risk assessor	12A. \$	/hr	12B.\$	/hr
Lead XRF inspection (full day)	13A. \$	/hr	13B.\$	/hr *****
Lead XRF inspection (1/2 day)	14A. \$	/hr	14B.\$	/hr *****
Project Manager	15A. \$	/hr	15B.\$	/hr *****
Senior Project Manager	16A. \$	/hr	16B.\$	/hr
Industrial Hygienist	17A. \$	/hr	17B.\$	/hr *****
Senior Industrial Hygienist	18A. \$	/hr	18B.\$	/hr
Environmental Engineer	19A. \$	/hr	19B.\$	/hr *****
Professional Engineer (PE)	20A. \$	/hr	20B.\$	/hr
Certified Industrial Hygienist (CIH)	21A. \$	/hr	21B.\$	/hr
<b>ASBESTOS &amp; LEAD LABORATORY FEES</b>				
Asbestos PCM air sample analysis (24 hrs TAT Turn Around Time)	22.\$	/sample	*****	
Asbestos PCM air sample analysis (12 hrs TAT)	23.\$	/sample		
Asbestos PCM air sample analysis (1-3hrs TAT)	24.\$	/sample		
Asbestos TEM air sample analysis by AHERA method (24 hrs TAT)	25.\$	/sample		
Asbestos TEM air sample analysis by AHERA method (12 hrs TAT)	26.\$	/sample		
Asbestos TEM air sample analysis by AHERA method (6 hrs TAT)	27.\$	/sample		
Asbestos PLM bulk sample analysis (48 hrs TAT)	28.\$	/sample	*****	
Asbestos PLM bulk sample analysis (24 hrs TAT)	29.\$	/sample		
Asbestos PLM bulk sample analysis (3 hrs TAT)	30.\$	/sample		
Asbestos PLM-NOB bulk sample analysis (48hrs TAT)	31.\$	/sample	*****	
Asbestos PLM-NOB bulk sample analysis (24 hrs TAT)	32.\$	/sample		
Asbestos PLM-NOB bulk sample analysis (12hrs TAT)	33.\$	/sample		
NOB samples preparation fee(only if not analyzes due to a positive stop)	34.\$	/sample		
Asbestos TEM-NOB bulk sample analysis	35.\$	/sample	*****	
Sample analysis for lead (bulk, swab) (24 hrs TAT)	36.\$	/sample		
Sample analysis for lead (bulk, swab) (12 hrs TAT)	37.\$	/sample		
Sample analysis for lead (bulk, swab) (6 hrs TAT)	38.\$	/sample		
<b>FEES/ANALITICAL PRICING FOR WORK</b> (based on standard laboratory turnaround 7-10 days after samples are delivered)				
Cultural Bacteria	39. \$	/sample		
Cultural Fungi	40. \$	/sample		
Cultural Legionella Bacteria	41. \$	/sample		
Total Fungal Spore Counts	42. \$	/sample		
Total Pollen Counts	43. \$	/sample		
Spore Count Air-O-Cell	44. \$	/sample		
Total Coliform Bacteria/E.Coli; Presence/Absence Test	45. \$	/sample		
Fecal Coliform	46. \$	/sample		
Staphylococcus Aureus	47. \$	/sample		
Pseudonomas Aeruginosa	48. \$	/sample		
Fecal Streptococci	49. \$	/sample		
Heterotrophic Bacteria Plate Counts	50. \$	/sample		
Total Volatile Organic Compounds (TCOV)	51. \$	/sample		

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Formaldehyde	52. \$	/sample
Xylene	53. \$	/sample
O-xylene	54. \$	/sample
Ethylene Glycol	55. \$	/sample
Carbon Dioxide (CO2)	56. \$	/sample
Carbon Monoxide (CO)	57. \$	/sample
Particulates	58. \$	/sample
Temperature/Humidity	59. \$	/sample
Non-Methane Hydrocarbons	60. \$	/sample
Ozone	61. \$	/sample
Polychlorinated Biphenyls (PCB's)	62. \$	/sample
Hydrogen Sulfate (H2S)	63. \$	/sample
Sulfur Dioxide (SO2)	64. \$	/sample
Calculations of air changes per hour	65. \$	/sample
<b>ASBESTOS BUILDING SURVEYS</b>		
Survey with Report	66. \$	/square foot

**SECTION V**

**Training**

**1. Description**

Contractor is to provide services, as needed, for training of NuHealth Corporation employees to include, but not be limited to, the annual asbestos awareness course, refresher courses as listed in the pricing section of this sealed bid, as well as any other possible related certifications that are available.

<b>TRAINING</b>		
Asbestos Handler Course	67. \$	/student
Asbestos Handler 1-Day Refresher Course	68. \$	/student
Asbestos Supervisor 3-Day Course	69. \$	/student
Asbestos Supervisor 1-Day Refresher Course	70. \$	/student
Asbestos Awareness Course (50 to 200-plus students)	71. \$	/class

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**SECTION VI**

**CORPORATE LICENSES AND CERTIFICATIONS**

**1. Licenses and Certificates**

- A. Contractor's must possess licenses and certifications to perform work in New York State.
- B. Copies of the Contractor's current and valid licenses and or certifications for all of the following must be submitted with the bid documents:
  - 1. Asbestos Handling License
  - 2. Asbestos Air Sampling Technician
  - 3. Asbestos Project Monitor
  - 4. Asbestos Inspector
  - 5. Project Designer
  - 6. Certified Management Planner
  - 7. Certified Lead Inspector
  - 8. Environmental Engineer
  - 9. Professional Engineer
  - 10. Certified Industrial Hygienist
- C. Failure to provide above licenses and certifications may disqualify your bid.

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

TITLE \_\_\_\_\_

**JOINT COMMISSION STANDARDS  
FOR CONTRACTORS, VENDORS AND VOLUNTEERS**

All contractor, subcontractor, vendor, and volunteer personnel (collectively, "Staff"), regardless of their level of interaction with patients, shall participate in NuHealth New Employee Orientation, applicable Departmental Orientation(s) and be held to the same standards as regular NuHealth employees. Additionally, all Staff providing patient care or services must adhere to the requirements outlined below:

**Patient Care/Services Staff**

- Patient care Staff include, but are not limited to: nursing, therapy, dietary, pharmacy, activities staff, drug and alcohol counselors such as AA counselors, and nursing assistants/aides.
- Patient services Staff include, but are not limited to: homemakers, sitters, companions, chore workers, drivers, home medical equipment delivery and repair technicians, volunteers transporting patients.

**Non Patient Care/Services Staff**

- Non-patient care or service Staff include, but are not limited to: volunteers who deliver the mail or flowers, staff the information desk, gift shop or library services, perform patient errands (e.g. writing and mailing letters or obtaining magazines and toiletries from the gift shop), conduct marketing or fund raising activities.

**Information Required for all Patient Care/Services Staff**

- Education and training that is consistent with applicable legal and regulatory requirements;
- Copy of license, certification, or registration when applicable;
- Documentation, such as a curriculum vitae, that individual's knowledge and experience and competence are appropriate for his or her assigned responsibilities;
- Performance evaluations from appropriate NuHealth personnel;
- Pre-employment physical exam and annual health assessments;
- Pre-employment verification of convictions for abuse or neglect;
- Successful completion a background investigation acceptable to NHCC;
- If assigned to work with children, Staff must be cleared the NY Statewide Central Registry; and
- References, when applicable.

**Except as set forth below, supporting documentation must be submitted to Kimberley Teemsma in Human Resources. Staff credentialed through the NHCC Medical Staff Office shall be deem**

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

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# M/WBE UTILIZATION PLAN

**INSTRUCTIONS:** This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Offeror's Name:  
Address:

Telephone No.:  
Email Address:

Federal Identification No.: \_\_\_\_\_  
Location of Work: \_\_\_\_\_  
RFP or Bid No. \_\_\_\_\_

M/WBE Goals in the Contract: MBE      %    WBE      %  
EEO Goals in the Contract: MBE      %    WBE      %  
(If no Goals listed above or in RFP, Goal is 20% Total through any combination)

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification <input type="checkbox"/> MBE <input type="checkbox"/> WBE	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts/Supplies/Services and intended performance dates of each component of the contract.
1.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
2.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
3.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
4.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

5.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
6.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
7.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
8.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
9.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE RFP, OFFEROR MAY REQUEST A WAIVER OF MWBE PARTICIPATION PREPARED BY (Signature): DATE: NAME AND TITLE OF PREPARER: SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE MWBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.				