



NASSAU HEALTH CARE CORPORATION
NASSAU UNIVERSITY MEDICAL CENTER
2201 Hempstead Turnpike
East Meadow, New York 11554
(516) 572-0123

INDEX OF DOCUMENTS

NUMC Formal Sealed Bid Proposal # MC98-08156-5218
EMS Conference/Classroom Renovation

Nassau Health Care Corporation Bid # MC98-08156-5218 consists of (1) Bid Package (Drawings included w/Sealed Bid)

A. Bid Package - NHCC

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3. Instructions to Bidders
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5. Bidders Affirmations
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Nassau Health Care Corporation

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NOTICE TO BIDDERS

NUMC Formal Sealed Bid Proposal # MC98-08156-5218 **EMS Conference/Classroom Renovation**

The Nassau Health Care Corporation (NHCC) shall be accepting Sealed Bid Proposals in the Offices of the Purchasing Department, "G" Building – Second Floor, located at Nassau University Medical Center, 2201 Hempstead Turnpike, East Meadow, NY 11554, until 2:00 P.M. on August 15, 2016 at which time the proposals, where accompanied by the proper Bid Security, will be publicly opened and read aloud in the "G" Building, First Floor Conference Room.

EMS CONFERENCE/CLASSROOM RENOVATION

General Instructions to Bidders

1. Contract Documents:

Instructions to Bidders, Proposal, Specifications and Plans herein called "Contract Documents" may be examined, and will be available on July 19, 2016 in the Purchasing Department from 9:00 AM until 4:00 PM, Monday through Friday, or on the Nassau University Medical Center Website

2. Fees – None

3. Bidder's Conference and Walkthrough

A **compulsory** bidder's conference and walk through will be held at **10:00 AM on August 01, 2016** to acquaint all Bidders with the areas to be under construction. All Bidders shall be required to be present in the "G" Building 1st Floor Conference Room located at Nassau University Medical Center, 2201 Hempstead Turnpike, East Meadow, NY 11554 at the prescribed time for the above mentioned conference and walkthrough.



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4. General Description

The Project consists of renovation of approx 1,100 sq ft of existing space into a conference/classroom with various trades required.

5. General Requirements

The Project will be a single prime contract which will include a Project Labor Agreement between the Nassau Health Care Corporation and the Nassau Suffolk Building Trades Council (copy included in Contract Documents)

6. Security for Bid and List of Subcontractors

Security for bid and List of Subcontractors as set forth herein must be presented with the Bid. FAILURE TO PROVIDE THE REQUIRED SECURITY AND LIST OF SUBCONTRACTORS WILL RENDER THE BIDDER NON-RESPONSIVE AND THE BID WILL NOT BE ACCEPTED, OPENED OR READ ALOUD.

7. MBE/WBE Goals

Contractors shall seek to fully meet the goals of the Minority and Woman-Owned Business Enterprise Rules as set forth by the Nassau County Office of Minority Affairs and the provisions of Local Law 14 of 2002. Refer to Project Specifications for additional instructions.

8. Contact

Lynn Tarling
Buyer II – Purchasing Dept
Nassau University Medical Center
516-572-5810 phone
516-572-4784 fax
ltarling@numc.edu

Andrew Mienkiewicz
Planning Department
Nassau University Medical Center
516-572-9201 phone
516-296-2758
dgalanop@numc.edu



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A. RECEIPT AND OPENING OF BIDS

Nassau Health Care Corporation, also known as NuHEALTH (hereafter known as NHCC), invites bids on the formal sealed bid document attached hereto, all blanks of which must be properly completed. Bids together with Bid Security will be accepted in the office of the Purchasing Dept., Nassau University Medical Center, 2201 Hempstead Turnpike, "G" Bldg, Second Floor, East Meadow, NY 11554 until 2:00 p.m. on 08/15/2016, at which time the proposals will be publicly opened and read aloud in the "G" Bldg 1st floor Conference Room.

B. BIDDER'S OBLIGATIONS

Bidders shall be responsible at the time of bidding for completing all certifications required by these Contract Documents. Failure to comply with this requirement may cause the bidder to be considered non-responsive and therefore not eligible for award.

Bidders are cautioned not to submit proposals without having carefully examined the entire site of the proposed work and the adjacent premises. Bidders shall examine the Drawings and Specifications and exercise their own judgment as to the nature and amount of the whole of the work to be done and, for the bid prices, shall assume all risk of variance by whomsoever made in any computation or statement of amounts or quantities necessary to fully complete the work in strict compliance with the Contract Documents.

The winning Bidder shall assume all risks and responsibility and shall furnish all labor and materials, without extra cost to NHCC.

NHCC may have acquired for its own use certain information relating to the probable profiles of the ground, conditions below ground and water surfaces to be encountered at the site of the proposed work some of which may be shown on the plans. If such information is shown or given, NHCC makes no representation or warranty as to its existence or accuracy. The Bidder will be permitted to see and examine any information in the possession of NHCC for whatever value he considers it worth. The Bidder shall satisfy himself as to the nature of all subsurface conditions, by making any and all investigations he may deem necessary.

No plea of ignorance or misunderstanding of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of a



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Contractor to fulfill in every detail all of the requirements of the Contract Documents, or will be accepted as a basis for any claims whatsoever for extra compensation, or for an extension of time.

Bidders should be aware that the estimates of the quantities of the various items of work and materials as set forth in the proposal form are approximate only and are given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be less or more than so estimated, and, if so, no action for damages or for loss of profits shall accrue to the Contractor by reason thereof.

Bidders should be aware that, where the work performed under this Contract involves a trade or occupation licensed in the county of Nassau or the Town of Hempstead, the Contractor shall be required to have such a license.

C. DEFINITIONS

The Bidder's attention is directed to that **Article of the Agreement and/or General Conditions** which defines various words and expressions used therein.

D. FORM, PREPARATION AND PRESENTATION OF PROPOSALS

For particulars as to the quantity and quality of the supplies, materials, and equipment to be furnished and the nature and extent of the work or labor to be done, prospective bidders are referred to the Contract Documents which may be obtained or examined at NHCC Purchasing Office.

Each bid shall be submitted via the "Pricing Page" in the Formal Sealed Bid document. All blank spaces for bid prices must be filled in, in ink, in both words and figures, with the unit or total sum, or both, for which the proposal is made. If proposals contain any omission, erasures, alterations, additions or items not called for in the itemized proposal or contain irregularities of any kind, such may constitute cause for rejection of bid. In case of any discrepancy in the unit price or amount bid for any item in the proposal, the unit price, as expressed in written words, shall govern. Each proposal shall specify the correct total sum of the bid. This total sum shall be the correct sum of all items indicated on the proposal form. The correct total sum shall be used to determine the lowest bidder. In the case of the proposal containing unit price items, the correct total sum shall be arrived at by the correct computation, to the hundredth of a dollar (\$0.00), of all items contained in the proposal at the unit prices bid, and correctly adding the amount bid for each item. If a bidder incorrectly computes the total sum, the Director will, in all cases,



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cause the proposal to be corrected, up or down, in accordance with the precedence and procedure specified above, and the corrected total sum will be used to determine the ranking of the bidder.

In accordance with General Municipal Law 101(5), each Bidder on a public work contract, valued under One Million Five Hundred Thousand (\$1,500,000) Dollars, shall submit with its bid a separate sealed list that names each subcontractor that the Bidder intends to use to perform work on the contract, and the agreed-upon amount to be paid to each, for (1) plumbing and gas fitting, (b) steam heating, hot water heating, ventilation and air conditioning apparatus and (c) electrical wiring and standard illuminating fixtures. Notwithstanding the forgoing, all subcontractors are subject to the prior written approval of NHCC before such contractors perform any work.

E. SUBMISSION OF BIDS

The bid must be signed and be presented on the prescribed form in a sealed envelope on or before the time at the place mentioned in the Notice to Bidders, endorsed with the name of the person, firm or corporation presenting it, the date of presentation, and the title of the work for which the bid is made. (If forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed as specified in the Notice to Bidders, preferably by certified mail). Bid Security shall also be presented with the bid and shall be presented in a sealed envelope, marked "Bid Security," and submitted separate from the bid. Said sealed envelope shall bear the contract number of the bid it is presented with and then attached to the OUTSIDE of the envelope containing the bid.

F. BIDDING PROTEST PROCEDURE

If a Bid Protest is contemplated, NHCC must be notified in writing within five (5) business days of the bid opening via overnight, registered or certified mail, with return receipt requested. The notification must contain facts in support of the protest, and directed to NHCC Director of Purchasing and copied to NHCC Office of Legal and External Affairs.

Douglas Bruce,
Technical Coordinator of Purchasing
Nassau University Medical Center
2201 Hempstead Turnpike
East Meadow, NY 11554
Purchasing Dept. - Box 67

Robert Tepper, Assoc. General Counsel
Nassau University Medical Center
2201 Hempstead Turnpike
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Legal Department - Box 6



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G. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Drawings, Specifications or other Contract Documents will be made to any Bidder orally. Prospective bidders must request in writing such interpretation from the Buyer and such interpretation will be given in writing. To be given consideration, such request must be received at least seven working days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be sent by email, to all prospective bidders (at the respective address furnished for such purposes) not later than five (5) working days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Document.

Additionally, on certain projects, a schedule may be set up to include a Bidder's conference, site visit, due date for submittal of questions, and due date for submittal of answers. Prospective bidders will be required to provide email and fax contact information for the facilitation of this process.

H. BID SECURITY

The proposal must be accompanied either by a certified check of a Bank or Trust Company with its principal place of business in New York State in an amount equal to not less than ten (10) % of the amount bid, made payable to NHCC as assurance that the bid is made in good faith; or a Bid Bond in an amount of not less than ten (10) % of the amount bid. Such Bid Bond shall be in the form provided herein. The American Institute of Architects or similar substitute forms will NOT be accepted (see Form of Bid Bond immediately following the Instructions to Bidders). The Bid Bond must be affixed to the OUTSIDE of the envelope containing the Bid as indicated earlier in the "INSTRUCTIONS TO BIDDERS". Failure to provide such Bid Bond or certified check with the bid will render the Bidder non-responsive and the Bid will not be accepted, opened or read aloud.

If after opening the Bid, the Bid Security is found to be less than the required ten (10) %, the Bid will at that point be determined to be non-responsive and the Bid will be rejected.

All Bonds shall be issued by a Surety Company authorized to do business in the State of New York as evidenced by either the Surety Company's most recent Certificate of Solvency under Section 1111 of the New York Insurance Law, a copy of which shall be attached to the Bond or issued by a Surety Company listed in the most recent copy of



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the Department of Treasury's Listing of Approved Sureties (Department Circular 570). The amount of such Bond shall not exceed the limits set by the aforesaid Certificate of Solvency or Treasury Department Circular.

Within ten (10) business days after the opening of bids, the bid security of all but the three lowest bidders will be returned. The bid security of the remaining bidders will be returned within five (5) business days after the execution of the Contract.

If the Bidder to whom the Contract is awarded refuses or neglects to execute it, or fails to furnish the required security and insurance, within ten (10) days of the date of the Notice of Award, the amount of his bid security shall be forfeited and shall be retained by NHCC as liquidated damages. No plea of mistake in a bid shall be available to the Bidder for the recovery of his bid security or as a defense to any action based on the neglect or refusal to execute a contract.

I. QUALIFICATIONS AND RESPONSIBILITY OF BIDDERS

1. QUALIFICATIONS:

A form for qualification of bidders, giving evidence of sufficient facilities, equipment, and experience to insure completion of the work is provided with the proposal and must be properly filled in, sworn to and submitted as part of the proposal although additional information may be sought as provided in the RESPONSIBILITY section below.

2. RESPONSIBILITY:

NHCC, in determining the responsibility of the apparent lowest bidder, may require, and the apparent lowest bidder shall provide, such information as NHCC deems necessary in order to ascertain the pecuniary and financial responsibility, accountability, operational responsibility, reliability, skill, capacity, ability, judgment, integrity and moral worth of the apparent lowest bidder. In the event that the apparent lowest bidder shall be rejected or fails to furnish the requested information and thereby is disqualified and/or otherwise determined to be not responsible, the next lowest bidder shall become the apparent lowest bidder.

NHCC may require the apparent lowest bidder, in addition to other information, to furnish the following items:

- a. Description of its experience with projects of similar comparative size, complexity, and cost within recent years, together with documentary evidence of such projects; demonstration of Contractor's ability and capacity to perform a substantial portion of the Project with its own forces.
- b. Description of the bidder's proposed approach to the project; with the breakdown of



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the major construction activities: the sequence they will be performed and their durations.

- c. Documentation from previous projects regarding: timeliness of performance, quality of work, extension requests, labor disputes, litigation and/or arbitration arising from such work, including fines and penalties imposed and payment thereof, liens filed, history of claims for extra work, contract defaults, together with explanations of same.
- d. Identification and description of any projects within the previous ten (10) years that the apparent lowest bidder was determined by a municipality not to be responsible bidder, the reasons given by such municipality therefore, together with an explanation thereof.
- e. An adequate demonstration of financial responsibility, which may include, in NHCC's discretion, a Certified Financial Statement prepared by a Certified Public Accountant, to assure that the apparent lowest bidder possesses adequate resource and availability of credit and the means and ability to procure insurance and bonds required for the project.
- f. Disclosure of any suspensions or revocations of any professional license of any director, officer, owner, or managerial employee of the apparent lowest bidder, to the extent that any work to be performed is within the field of such licensed profession.
- g. Disclosure of any and all Occupational Safety and Health Act (OSHA) violations within the previous ten (10) years, as well as all notices of OSHA violations filed against the apparent lowest bidder in the same ten year period, together with a description and explanation of remediation or other steps taken regarding such violations and notices of violation.
- h. Disclosure of any and all violations within the previous ten (10) years pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex or natural origin and/or violations of any employee's civil rights or equal employment opportunities.
- i. Certification and list of equipment owned and/or leased by the apparent lowest bidder that will be utilized on the project, together with maintenance records and such assurances regarding safety thereof as NHCC considers appropriate.
- j. Disclosure of any litigation (including copies of Pleadings) in which the apparent lowest bidder has been named as Defendant or third party defendant in an action involving a claim for personal injury or wrongful death arising from performance of



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work related to any project in which it has been engaged within the previous ten (10) years.

- k. Disclosure of violations of the Prevailing Wage and Supplement payment requirements of the Labor Law, and any other Labor Law provisions, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past ten (10) years.
- l. Disclosure of violations of the Workers' Compensation Law, including, but not limited to the failure to provide proof of Workers' Compensation or Disability coverage and/or any lapses thereof.
- m. Disclosure of any criminal convictions or criminal indictments, involving the apparent lowest bidder, its officers, directors, owners and/or managerial employees, within the past ten (10) years.
- n. Disclosure of any violations within the past ten (10) years or pending charges concerning federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations.
- o. Identify all work to be subcontracted along with its value and when requested by NHCC identifying the firm(s) to which the work will be subcontracted. All subcontractors are subject to the approval of NHCC. The approval of the subcontractors by NHCC, as provided in the general conditions, may be subject to the same evaluation of responsibility.
- p. Identify the percentages and/or value of the project work to be performed by Minority- and Women-Owned business using the form provided with the formal sealed bid as an attachment, known as "Nassau County Department of Public Works, Consultant/ Contractor Detailed MBE/WBE Utilization Plan".

Prior to a final determination that the apparent lowest bidder is not responsible, NHCC shall notify the party of the same, in writing, relaying the initial determination of non-responsibility. The apparent lowest bidder will have ten (10) calendar days to make an appeal, in writing, to the Director. If such an appeal is made, the Director, will convene a Standing Committee to hear the bidder's appeal. The Committee will render a final decision in the matter. Failure by the bidder to make an appeal within the ten (10) calendar day period will render the initial determination of non-responsibility final.

In the event the amount of the lowest bid appears disproportionately low when compared with the estimates undertaken by or on behalf of NHCC and/or compared to other bids submitted, NHCC reserves the right to inquire further of the apparent lowest bidder to



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determine whether the bid contains mathematical errors, omissions and/or erroneous assumptions, and whether the apparent lowest bidder has the capability to perform and complete the contract for the bid amount.

NOTWITHSTANDING THE ABOVE, NHCC RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

J. SECURITY FOR FAITHFUL PERFORMANCE

The successful bidder shall execute both a Performance Bond and a Labor and Material Payment Bond on forms as hereto attached, (See "Form of Performance Bond and Form of Labor and Material Payment Bond" immediately following the section entitled "Agreement") each in the amount of one hundred percent (100%) of the contract price, to remain in effect for the duration of the contract, which includes the Maintenance/ Guarantee period. Such bonds to be executed by a surety company authorized to do business in the state of New York and acceptable to the NHCC Finance Dept., or bonds secured by bonds secured by collateral, or securities approved by the NHCC Finance Dept. The Attorney-in-Fact, who signs contract bonds, must file with such bonds a certified copy of the power of attorney to sign these bonds.

All Bonds shall be issued by a Surety Company authorized to do business in the State of New York as evidenced by either the Surety Company's most recent Certificate of Solvency under Section 1111 of the New York Insurance Law, a copy which must be attached to the Bond OR issued by a Surety Company listed in the most recent copy of the Department of Treasury's Listing of Approved Sureties (Department Circular 570). The amount of said Bond shall not exceed the limits set by the aforesaid Certificate of Solvency or Treasury Department Circular.

K. INSURANCE REQUIREMENTS

The successful bidder will be required to provide the types of insurance specified in the Agreement.

L. REJECTION OF BIDS

NHCC reserves the right to reject any bid if the evidence submitted in the statement of the Bidder's qualifications or if investigation of such Bidder fails to satisfy NHCC that



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such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted. NHCC reserves the right to reject any and all bids and to accept the bid which it deems most favorable to the interest of NHCC, after all bids have been examined and canvassed.

M. BASIS OF AWARD

The Contract will be awarded, if at all, to the lowest responsive, responsible bidder, as determined by NHCC and by terms and conditions of the Contracts.

N. STATE LAWS

Foreign Contractors must comply with provisions of Articles 9a, 16 and 16a of the Tax Law, as amended, prior to submission of the proposal for the performance of the work. The Certificate of the New York State Department of Taxation and Finance (TP-310) to the effect that all taxes have been paid by the foreign Contractor shall be conclusive proof of the payment of taxes. The term "foreign Contractor" as used herein means, in the case of an individual, a person who is a legal resident of another state or foreign country; in the case of a firm or co-partnership, one having one or more partners who is a legal resident of another state or foreign country; and in the case of a corporation, one having its principal place of business in another state or country.

The attention of all prospective bidders is specifically called to the provisions of Section 25, subdivision 5, sections 70 and 71 of the Lien Law, as amended, in relation to funds being received by a Contractor for a public improvement declared to constitute trust funds in the hands of such Contractor to be applied first to the payment of certain claims.

The Contractor and each and every subcontractor performing work at the site of the project to which the Contract relates, shall comply with all applicable provision of the Labor Law, as amended, of the State of New York and particularly Article 8 thereof. Attention is called to certain provisions of the Labor Law as set forth in the Agreement or General Conditions which are hereby referred to and made a part thereof.

The Contract is also made subject to NYS GENERAL MUNICIPAL LAW, Section 103-d and NYS LABOR LAW, Article 8 and Article 10

No Contractor, Subcontractor, nor any person acting on its behalf should in any manner, discriminate because of race, creed, color, religion, sex, national origin, age, marital status, and or disability, against any citizen of the State of New York who is qualified and available to perform the work to which the employee relates.



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With reference to the foregoing and all other statutory citations contained in the bid documents, it is the Contractor's responsibility to apprise himself of the latest amendments.

Each and every provision of any law, rule or regulation required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall be amended to make such insertion.

O. SALES TAX AND COMPENSATING USE TAX

Under the Laws of New York State all materials and supplies sold to a Contractor and which are to become an integral, component part of a structure, building or real property owned by an exempt organization such as the Nassau Health Care Corporation are exempt from the payment of New York State Sales or Compensatory Use Taxes. Therefore, the Contractor should not include any amount in its bid price to cover Sales Taxes.

P. RESPONSIBLE CONTRACTORS

NHCC will award contracts only to responsible contractors who possess the ability to perform successfully under the terms and conditions of the Contract. Consideration will be given to such matters as contractor integrity, record of past performance, and accessibility to financial and technical resources. A prospective contractor must affirmatively demonstrate his or her responsibility and, when necessary, the responsibility of proposed subcontractors. A determination of non-responsibility will be made by NHCC if information obtained indicates clearly that the prospective contractor is not responsible. If NHCC has doubts about the productive capacity or financial strength of a prospective contractor which cannot be resolved affirmatively, NHCC will determine that the prospective contractor is non-responsible. A determination and findings supporting the decision will be written for the file.

A prospective contractor must:

- a. Have adequate financial resources or the ability to obtain such resources as required during performance of the contract.
- b. Be capable of furnishing the supplies/services specified in accordance with the required delivery schedule. Upon request, the prospective contractor must furnish "acceptable evidence" of his ability to perform, such as firm commitments by subcontractors, equipment supplies and facilities, and show his ability to obtain the necessary personnel.



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- c. Not have an unsatisfactory record of performance.
- d. Not have an unsatisfactory record of integrity and business ethics.
- e. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

Q. DEBARRED OR INELIGIBLE BIDDERS

No firm that is currently ineligible or debarred from the award of a direct Federal or New York State contract may be awarded a contract or a subcontract by NHCC. The contractor must include with his bid or proposal a certification that he is not on a current list of debarred or ineligible contractors for Federal or New York State contracts.

R. BIDS RECEIVED IN EXCESS OF THE ESTIMATED COST OF WORK

NHCC reserves the right to reject any bid if the unit price proposed for any item exceeds the estimated cost and is thereby deemed not in the best interest of NHCC.



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FORMS OF BONDS

Attachment to NUMC Formal Sealed Bid Document # MC98-08156-5218
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 FORM OF BID BOND

IMPORTANT The bidder shall instruct the Surety Company to follow the exact language of this form as any omission, addition or change in phraseology may cause rejection of the bid.

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned _____

as Principal; and _____ as surety, who is Licensed to do business in the State of New York, are hereby firmly bound unto Nassau Health Care Corporation, also known as NUHEALTH (hereafter known as NHCC) in the penal sum of

_____ dollars (\$ _____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this _____ day of _____, 20_____

The conditions of the above obligation is such that whereas the Principal has submitted to NHCC a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the work under

Contract No. _____ for the

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said proposal except by mutual consent of NHCC within a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's proposal, if the Principal shall,

- a. when notified by NHCC, execute all necessary counterparts of the contract as set forth in the contract documents in accordance with the proposal as accepted; and
- b. furnish bonds and other security as specified in the contract documents for the faithful performance and proper fulfillment of such contract, which bonds or other security shall be satisfactory in all respects to NHCC; and
- c. in all respects, comply with the provisions set forth in the invitation to bid; or if NHCC shall reject the aforesaid proposal for



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NASSAU UNIVERSITY MEDICAL CENTER
2201 Hempstead Turnpike
East Meadow, New York 11554
(516) 572-0123

a reason other than the Principal's failure to satisfy the County that he has the necessary skill, experience and liquid assets required for the contract as stated in the documents aforesaid, then this obligation shall be null and void; otherwise to remain in full force and effect.

Provided, however, that this bond is subject to the following additional conditions and limitations.

- a. In the event that the Principal fails to submit a financial statement when required by the County or in the event that an examination of the Principal indicates to NHCC that the Principal does not meet the financial requirements required by NHCC, the undersigned will, upon demand, pay to NHCC, as liquidated damages for the Principal's failure to meet such requirements, a sum equal to the amount that would have been required by a certified check if the same were delivered in accordance with the provisions of the contract documents and specifications herein stated.
- b. In case the Principal shall default in the performance of any provision the undersigned will upon demand pay to NHCC the full amount of the damages sustained by NHCC by reason of such default, except however, it is expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which NHCC may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.



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East Meadow, New York 11554
(516) 572-0123

Contractor

by _____ (L.S.) _____ (Corporate seal of Contractor
Title if a corporation)

by _____ (L.S.) _____ Title

by _____ (L.S.) _____ Title

Surety

by _____ (L.S.) _____
Title of Officer

Attest: _____ (L.S.) _____ (Corporate seal of Surety
Title of Officer)

(Acknowledgment by Contractor if a corporation)

STATE OF _____)

ss.: _____)
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say for himself, that he resides in _____ that he is the _____ of the _____ the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public



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 East Meadow, New York 11554
 (516) 572-0123

(Acknowledgment by Contractor if a partnership)

STATE OF _____)

ss.:
 COUNTY OF _____)

On this _____ day of _____, 20____, before me personally
 came _____ to me known and known
 to me to be a member of
 the firm described in and which executed the foregoing bond or
 obligation, and he acknowledged to me that he subscribed the name of
 said firm thereto on behalf of said firm for the purpose therein
 mentioned.

 Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF _____)

ss.:
 COUNTY OF _____)

On this _____ day of _____, 20____, before me personally
 came _____ to me
 known and known to me to be the person described in and who executed the
 foregoing instrument, and he duly acknowledged that he executed the
 same.

 Notary Public

(Acknowledgment by Surety Company)

STATE OF _____)

ss.:
 COUNTY OF _____)

On this _____ day of _____, 20____, before me personally
 came _____ to me
 Known, who being by me duly sworn, did depose and say that he resides in



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that he is the _____ of the _____, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said _____ further said that he is acquainted with _____ and knows him to be the _____ of said company; that the signature of the said _____ subscribed to the within instrument is in the genuine handwriting of the said _____ and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said _____.

Notary Public



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(516) 572-0123

POWER OF ATTORNEY
(attach here)

FINANCIAL STATEMENT
(attach here)



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(516) 572-0123

CERTIFICATE OF SOLVENCY

(attach here)



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 East Meadow, New York 11554
 (516) 572-0123

PERFORMANCE BOND

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

that _____ (hereinafter called the "Contractor") and _____ a corporation created and existing under the laws of the State of _____, and licensed to do business in the State of New York, having its principal office in the city of _____ (hereinafter called the "Surety"), are held firmly bound unto NHCC, a municipal corporation of the State of New York (hereinafter called the "Owner"), in the full and just sum of

_____ Dollars (_____) good and lawful money of the United States of America, to the payment of which said sum of money, will and truly to be made and done, the said Contractor binds themselves (himself, itself), their (his, its) heirs, executors and administrators, successors and assigns, and the said Surety binds itself, its successors and assigns jointly and severally, firmly by these presents.

Signed, sealed and dated this _____ day of _____, 20

WHEREAS, said Contractor has entered into a certain written contract, bearing even date with these premises with NHCC, for the

_____ which contract is hereby made a part of this bond as if herein set forth in full.

NOW, THEREFORE, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that if the said Contractor shall well, truly and faithfully comply with and perform all the terms, covenants and conditions of said contract on their (his, its) part to be kept and performed, according to the true intent and meaning of said contract, and shall protect the said Owner against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said Owner or its officers or agents or which the said Owner may be called upon to pay to any person or corporation by reason of any damages arising or growing out of the doing of said work, or the manner of doing the same, or the neglect of the said Contractor or his (their, its) agents or servants, or the improper performance of the said work by the said Contractor, or his (their, its) agents or servants, or the infringement of any or patent rights by



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reason of the use of any materials furnished or work done as aforesaid or otherwise, and also pay or cause to be paid the wages and compensation for labor performed and services rendered of all persons engaged in the prosecution of the work provided for therein, whether such persons be agents, servants or employees of the contractor, or his (their, its) successors or of any subcontractor or of any assignee thereof, (including all persons so engaged who perform the work of laborers or of mechanics regardless of any contractual relationship between the Contractor, or his (their, its) successors, or assigns, or any subcontractor or any assignee thereof) and such laborers or mechanics, but not including office employees not regularly stationed at the site of the work, and, further, shall pay or cause to be paid all lawful claims of subcontractors and of material men and other third persons arising out of or in connection with said Contract, and the work, labor, services, supplies and material furnished in and about the performance and completion thereof,

then this obligation shall be null and void, otherwise to remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees, if requested to do so by the Owner to fully perform and complete the work mentioned and described in said contract and specifications, pursuant to the terms, conditions and covenants thereof, if for any cause, said Contractor fails or neglects to so fully perform and complete said work, and said Surety further agrees to commence said work of completion within twenty days after notice thereof from the Owner, and to complete the same within twenty days from the expiration of the time allowed said Contractor in said contract and specifications for the completion of said work. When the contractor is declared in default by the Commissioner, the Surety Company must honor default notice and immediately progress the work to completion in the same manner as though the contractor were bankrupt or had willfully defaulted.

And the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligations of said Surety and of its successors and assigns, and this bond shall in no way be impaired or affected by any extension of time, modification, omission, addition or change in or to the said contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provision thereof, or by any assignment, subletting or other transfer thereof, or any part thereof, or of any work to be performed, or of any moneys due or to become due thereunder; and the said Surety for itself and its successors and assigns, does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts, and transfers, and hereby stipulates and agrees that any and all things done or omitted to be done by and in relation to the executors, administrators, successors, assignees, subcontractors and other transferee of the Contract shall have the same



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effect as to said Surety and its successors and assigns, as though done or omitted to be done by and in relation to said Contractor.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his (their, its) hand and seal and the said Surety has caused this instrument to be signed by its duly authorized officer (s) or representative (s), and its corporate seal to be hereunto affixed, the day and year first above written.

Contractor

by _____ (L.S.)

(Corporate seal of Contractor if a corporation)

by _____ (L.S.)

Title

by _____ (L.S.)

Title

Surety

by _____ (L.S.)

Title of Officer

Attest: _____ (L.S.)

Title of Officer

(Corporate seal of Surety)



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2201 Hempstead Turnpike
East Meadow, New York 11554
(516) 572-0123

(Acknowledgment by Contractor if a corporation)

STATE OF _____

ss.:
COUNTY OF _____

On this _____ day of _____, 20____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say for himself, that he resides in _____ that he is the _____ of the _____ the corporation described in _____ and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public

(Acknowledgment by Contractor if a partnership)

STATE OF _____

ss.:
COUNTY OF _____

On this _____ day of _____, 20____, before me personally came _____ to me known and known to me to be a member of the firm described in _____ and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

Notary Public



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(Acknowledgment by Contractor if an individual.)

STATE OF _____)

ss.:
 COUNTY OF _____)

On this _____ day of _____, 20____, before me personally
 came _____ to me
 known and known to me to be the person described in and who executed the
 foregoing instrument, and he duly acknowledged that he executed the
 same.

 Notary Public

(Acknowledgment by Surety Company)

STATE OF _____)

ss.:
 COUNTY OF _____)

On this _____ day of _____, 20____, before personally came
 _____ to me
 Known, who being by me duly sworn, did depose and say that he resides in

that he is the _____ of the _____,
 the corporation described in and which executed the within instrument;
 that he knows the seal of said corporation; that the seal affixed to
 said instrument is such corporate seal; that it was so affixed by the
 order of the Board of Directors of said corporation, and that he signed
 his name thereto by like order; and that the liabilities of said company
 do not exceed its assets as ascertained in the manner provided by the
 laws of the State of New York, and the said _____ further said
 that he is acquainted with _____ and knows him
 to be the _____ of said company; that the signature
 of the said _____ subscribed to the within instrument is
 in the genuine handwriting of the said _____
 and was subscribed thereto by like order of the Board of Directors, and
 in the presence of him, the said _____.

 Notary Public

Comment [COMMENT1]: (line 00469;
 IGNORE: !t=15;t - Command not
 translated.)



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POWER OF ATTORNEY
(attach here)

FINANCIAL STATEMENT
(attach here)



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CERTIFICATE OF SOLVENCY

(attach here)



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LABOR AND MATERIAL PAYMENT BOND
 FORM OF LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

that _____ as Principal,
 (Here insert the name and address, or legal title, of the Contractor)

_____ hereinafter called Principal, and _____
 a corporation of the State of _____, and licensed
 to do business in the State of New York, with its home office in

_____, as Surety, hereinafter called Surety,
 are held and firmly bound unto NHCC, as Obligee, here-in-after called
 Owner, for the use and benefit of claim-ants as herein below defined, in
 the amount of

_____ Dollars (\$ _____)
 (Here insert a sum equal to the contract price), for the payment whereof
 Principal and Surety bind themselves, their heirs, executors,
 administrators, successors and as-signs, jointly and severally, firmly
 by these presents.

WHEREAS,
 Principal has by written agreement dated _____ entered into
 a contract with Owner for,

_____ which contract is by reference made a part hereof, and is hereafter
 referred to as the CONTRACT.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the
 Principal shall promptly make payment to all claimants as hereinafter
 defined, for all labor and material used or reasonably required for use
 in the performance of the CONTRACT, then this obligation shall be void;
 otherwise it shall remain in full force and effect, subject, however, to
 the following conditions:

1. A claimant is defined as one having a direct contract with the
 Principal or with a sub-contractor of the Principal for labor,
 material, or both, used or reasonably required for use in the
 performance of the contract, labor and material being construed to
 include that part of water, gas, power, light, heat, oil, gasoline,
 telephone service or rental of equipment directly applicable to the
 CONTRACT.



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2. The above named Principal, and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant in the name of the Owner, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon, provided, however, that the Owner shall not be liable for the payment of any cost or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant.
 - a. Unless claimant shall have given written notice to the following: Principal, the Owner, and the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, Owner and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - b. After the expiration of one (1) year following the date on which Principal ceased work on said CONTRACT.
 - c. Other than in a court of competent jurisdiction in and for NHCC.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____, 20____

 Contractor

by _____ (L.S.)

(Corporate seal of
 Contractor
 Title if a corporation)

by _____ (L.S.)

Title

 Surety



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East Meadow, New York 11554
(516) 572-0123

by _____ (L.S.)
Title of Officer

(Corporate seal
of Surety

Attest: _____ (L.S.)
Title of Officer

(Acknowledgment by Contractor if a corporation)

STATE OF _____)

ss.:
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say for himself, that he resides in _____ that he is the _____ of the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public

(Acknowledgment by Contractor if a partnership)

STATE OF _____)

ss.:
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally came _____ to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.



Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF _____)

ss.:
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally
came _____ to me
known and known to me to be the person described in and who executed the
foregoing instrument, and he duly acknowledged that he executed the
same.

Notary Public

(Acknowledgment by Surety Company)

STATE OF _____)

ss.:
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally
came _____ to me
Known, who being by me duly sworn, did depose and say that he resides in

that he is the _____ of the _____,
the corporation described in and which executed the within instrument;
that he knows the seal of said corporation; that the seal affixed to
said instrument is such corporate seal; that it was so affixed by the
order of the Board of Directors of said corporation, and that he signed
his name thereto by like order; and that the liabilities of said company
do not exceed its assets as ascertained in the manner provided by the
laws of the State of New York, and the said
further said that he is acquainted with _____
and knows him to be the _____ of said company;
that the signature of the said _____
and was subscribed thereto by like order of the Board of Directors, and
in the presence of him, the said _____

Notary Public

Comment [COMMENT2]: (line 00694:
IGNORE: !t=15:t - Command not
translated.)



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FINANCIAL STATEMENT
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CERTIFICATE OF SOLVENCY
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BIDDER'S AFFIRMATIONS
NUMC Formal Sealed Bid Proposal # MC98-08156-5218
EMS Conference/Classroom

TO: NASSAU HEALTH CARE CORPORATION

Pursuant to and in compliance with your Advertisement for Bids and the instructions to Bidders, relating thereto, the undersigned hereby proposes to furnish all plant, labor, materials, supplies, equipment and other facilities necessary or proper for or incidental to the above Proposal as required by and in strict accordance with the plans and specification for the amount named in the proposal hereinafter described.

In making this proposal, the Bidder hereby declares that the Addenda which has been issued by the Nassau Health Care Corporation and has been received by him, that all provisions thereof have been complied with in preparing his bids.

Name of Bidder: _____
(Individual, Firm or Corporation, as the case may be)

Bidder's Address: _____

Telephone: _____ Date: _____

FAX: _____ E-Mail: _____

NOTE: IF BIDDER IS A FIRM, FILL IN THE FOLLOWING:

Name Of Partners

Residence of Partners

NOTE: IF BIDDER IS A CORPORATION, FILL IN THE FOLLOWING:

Organized under the laws of the State of: _____

Name of President: _____

President's Domicile: _____

Name of Vice President: _____

Vice President's Domicile: _____

Corporate Officer: _____ Title: _____

Corporate Officer's Domicile: _____

Corporate Officer: _____ Title: _____

Corporate Officer's Domicile: _____



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BIDDER'S AFFIRMATIONS
NUMC Formal Sealed Bid Proposal # MC98-08156-5218
EMS Conference/Classroom

The Following Paragraphs are Applicable to the Contract:

THE BIDDER AFFIRMS AND DECLARES:

1. That the above bidder's of lawful age and the only one interested in the bid; and that no other person, firm or corporation, except those herein named, has any interest in this bid or in this Contract proposed to be entered into.
2. That this bid is made without any understanding, agreement, or in connection with any other person, firm or corporation, making a bid for the same work, and is in all respects, fair and without collusion or fraud.
3. That said bidder is not in arrears to the Nassau Health Care Corporation upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the Nassau Health Care Corporation.
4. That no officer nor employee of the Nassau Health Care Corporation, or person whose salary is payable in whole or in part from the Nassau Health Care Corporation is, shall be, or become interested directly, or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.
5. That he has carefully examined the site of the work and that, from his own investigations, has satisfied himself as to the nature and location of the work, the character, quality and quantity of existing materials, all difficulties likely to be encountered, the kind and extent of equipment a, other facilities needed for the performance of the work, the general and local conditions, and all other items which may, in any way, affect the work or its performance.
6. The bidder also declares that he has carefully examined and fully understands all the component parts of this Contract that he will execute the Contract and will completely perform it in strict accordance with the terms for the following process.
7. Where the work performed under this Contract involves a trade or occupation licensed in the Town of Hempstead, the County of Nassau or the State of New York, the contractor shall be required to have such a license.



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BIDDER'S AFFIRMATIONS
NUMC Formal Sealed Bid Proposal # MC98-08156-5218
EMS Conference/Classroom

Information for Bidders:

1. Rejection of Bids:

A. The Technical Director of Purchasing may recommend a reject of bid if:

1. The Bidder fails to furnish any of the information required by the bid documents; or if
2. The Bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirements of this contract; or if
4. The bid is conditional; or if
5. The bid on the Unit Price Contracts, in the opinion of the Technical Director of Purchasing, contains unbalanced bid prices, where the unit price proposed for any item exceeds the estimated cost by more than fifteen percent (15%), or if any lump sum item bid exceeds the estimated cost by more than twenty-five percent (25%); or if
6. A determination that the bidder is not responsible is made in accordance with law.

B. Rejection of all bids and waiver of informalities.

The Technical Director of Purchasing, however, reserves the right to recommend to reject all bids whenever he deems it in the best interest of the Nassau Health Care Corporation, and also the right to waive any informalities in a bid.

II. Unit Price Contract, Comparison of Bids.

Bids on Unit Price Contracts will be compared on the basis of the total bid price, arrived at by taking the sum of the Approximate Quantities of such item multiplied by the corresponding Unit Price, and including any Lump Sum Bid on individual items, in accordance with the terms set forth in the bid proposal.

Bidders are warned that the Approximate Quantities of the various items of work and material is estimated only, and given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be more or less than estimated.

III. Lump Sum Contracts, Comparison of Bids

Bids on Lump Sum Contract will be compared on the basis of the Lump Sum Price bid adjusted for alternate prices bid, if any.



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BIDDER'S AFFIRMATIONS
NUMC Formal Sealed Bid Proposal # MC98-08156-5218
EMS Conference/Classroom



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Subcontractor List and Schedule of Values

NUMC Formal Sealed Bid #: MC98-08156-5218

Project Name: EMS Conference/Classroom Renovation

Bidder's Name: _____

#	TRADE	PRICE	COMPANY	CONTACT	TELEPHONE	ADDRESS
a.	GENERAL SERVICES					
b.	ELECTRIC WIRING & STANDARD ILLUMINATING FIXTURES					
c.	STEAM HEATING, HOT WATER HEATING, VENTILATING & AIR CONDITIONING APPARATUS					
d.	PLUMBING & GAS FITTING					

Signed: _____ Title: _____ Date: _____

Note: If there is no anticipated hiring of subcontractors, please indicate this by writing "NONE" under Company

Note to Bidder: In accordance with NYS General Municipal Law 10-1(5), bidders are required to include a separately sealed envelope containing a list of all subcontractors the bidder will use to perform (a) plumbing and gas fitting, (b) heating, ventilating and air conditioning, and (c) electric wiring and standard illuminating fixtures; and the respective agreed-upon amount to be paid to each subcontractor. Write on the outside of the envelope the bidder's name, the bid #, and the words "List of Subcontractors". These Subcontractors shall be governed by all terms and conditions (including insurance requirements and qualification statement) of the Contractor.

1

NASSAU UNIVERSITY MEDICAL CENTER
NASSAU HEALTH CARE CORPORATION

CONTRACTOR REFERENCE CHECK

Date _____

Owner's/Client's Name _____

Name and Title _____ Phone No. _____

(Spoke to)

1. What type of a project did this contractor work on with you?

What was the dollar amount of their contract? _____

2. Was it successfully completed _____, on time _____, within budget _____?

3. Were there any problems with the contractor's performance? _____

If so, what type of problems?

Were there any problems with the sub-contractor's performance? _____

If so, what type of problems?

4. Were there any liens, Dept. of Labor, legal or OSHA issues? _____

If so, what were they?

5. How would you rate their work?

6. Would you want to work with them again? _____

If so, why?

If not, why?

Reference checked by _____

(Please Print)

(Please Sign)

NASSAU UNIVERSITY MEDICAL CENTER
NASSAU HEALTH CARE CORPORATION

CONTRACTOR REFERENCE CHECK

Date _____

Owner's/Client's Name _____

Name and Title _____ Phone No. _____
(Spoke to)

1. What type of a project did this contractor work on with you?

What was the dollar amount of their contract? _____

2. Was it successfully completed _____, on time _____, within budget _____?

3. Were there any problems with the contractor's performance? _____
If so, what type of problems?

Were there any problems with the sub-contractor's performance? _____
If so, what type of problems?

4. Were there any liens, Dept. of Labor, legal or OSHA issues? _____
If so, what were they?

5. How would you rate their work?

6. Would you want to work with them again? _____
If so, why?

If not, why?

Reference checked by _____ (Please Print) _____ (Please Sign)

NASSAU UNIVERSITY MEDICAL CENTER
NASSAU HEALTH CARE CORPORATION

CONTRACTOR REFERENCE CHECK

Date _____

Owner's/Client's Name _____

Name and Title _____ Phone No. _____
(Spoke to)

1. What type of a project did this contractor work on with you?

What was the dollar amount of their contract? _____

2. Was it successfully completed _____, on time _____, within budget _____?

3. Were there any problems with the contractor's performance? _____
If so, what type of problems?

Were there any problems with the sub-contractor's performance? _____
If so, what type of problems?

4. Were there any liens, Dept. of Labor, legal or OSHA issues? _____
If so, what were they?

5. How would you rate their work?

6. Would you want to work with them again? _____
If so, why?

If not, why?

Reference checked by _____ (Please Print) _____ (Please Sign)

New York State State Agencies

Search all of NY.gov

New York State Department of Labor
Prevailing Wage

**Unemployment
Benefits**

**Career
Services**

**Business
Services**

**Worker
Protection**

**Forms and
Publications**

Home

Wage Schedule

Submit Notice Of Award

Submit Notice Of Project Completion

PRC#: 2016007155

Type of Contracting Agency: Other NY State Unit

Acceptance Status: Accepted Article 8

Contracting Agency

Nassau Health Care Corp
 Lynn Tarling
 Buyer
 2201 Hempstead Turnpike
 East Meadow NY 11554

(516) 572-5810
 (516) 572- 4784 Fax
 ltarling@numc.edu

Send Reply To

Walter Lowe
 Community Service Rep
 Nassau University Med. Center
 2201 Hempstead Turnpike
 East Meadow NY 11554

(516) 572 -6723
 (516) 572-4784 Fax
 wlowe@numc.edu

Project Information

Project Title EMS Academy Conference room
Description of Work Repair of electrical, piping, and HVAC equipment in the EMS academy conference room.
Contract Id No. 145698
Project Location(s) Nassau University Medical Cntr
Route No / Street Address 2201 Hempstead Turnpike
Village / City
Town East Meadow
State / Zip NY 11554
Nature of Project Other Reconstruction, Maintenance, Repair or Alteration
Approximate Bid Date 07/26/2016
Checked Occupation(s) Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Applicable Counties

Nassau

NASSAU HEALTH CARE CORPORATION
a/k/a NuHealth
2201 Hempstead Turnpike
East Meadow, New York 11554

Terms and Conditions
Dated _____

For furnishing all labor, materials and equipment, together with all work incidental thereto, necessary and required for the contract entitled:

PROJECT TITLE: EMS Conference/Classroom Renovation
(NHCC Sealed Bid # MC98-08156-5218 (the "Project"))

THIS AGREEMENT (the "Agreement", the "Contract" or "Contract Documents") as further outlined below, is made and entered as of this _____ day of _____, 20____, is by and between the NASSAU HEALTH CARE CORPORATION ("NHCC" or "Owner"), a Public Benefit Corporation of the State of New York, having its principal office at 2201 Hempstead Turnpike, East Meadow, New York 11554 and _____ ("Contractor"), having its principal office at _____.

In consideration of the mutual stipulations, agreements and covenants contained in the Agreement, the parties hereto, for themselves, their successors and assigns or their executors, administrators and assigns, have agreed as follows:

Article 1. Contract Contents

1. Except for titles, sub-titles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of this Agreement:
 - a. The Notice to Bidders;
 - b. The Instructions to Bidders;
 - c. Form of Bid Bond;
 - d. Bidder's Affirmations;
 - e. Bidder Subcontractor List, if applicable (GML §101(5));
 - f. The Formal Sealed Bid Proposal;
 - g. Form of Performance Bond;
 - h. Form of Labor and Material Payment Bond;

- i. Contract Specifications;
- j. Drawings;
- k. All addenda issued by the Owner or the duly authorized representatives prior to the receipt of bids;
- l. All provisions required by law to be inserted in this Contract, whether actually inserted or not;
- m. This Terms and Conditions dated _____ (the "Terms and Conditions");
- n. The Notice of Intent to Award Letter dated from NHCC to Contractor dated _____;
- o. The Project Manual dated _____ (the "Project Manual"); and
- p. The Purchase Order/Notice to Proceed.

Article 2. Definitions

- 1. The following words and expressions, or pronouns used herein, shall, wherever they appear in this document, be construed as follows, unless a different meaning is clear from the context.

"Addendum" or "Addenda" - shall mean the additional Contract provisions issued in writing by the Owner prior to the receipt of bids.

"Agreement" or "Contract" or "Contract Documents" - shall mean each of the various parts of the Agreement both as a whole and severally as set forth in Article 1 {Contract Contents} above

"Architect/CM" - shall mean the Owner's Architect and/or Construction Manager acting for the Owner, or any other representative duly designated by the Owner to act as such, with the powers and duties given to such person(s) or entity.

"Change Order" - shall mean the order modifying the Contract which sets forth the Extra Work to be performed.

"Contract Work" - shall mean everything expressly or implicitly required to be furnished and done by the Contractor or by any one or more of the parts of the Contract, except Extra Work as hereinafter defined; it being understood that, in case of any inconsistency in or between any part or parts of this Contract, the Architect/CM shall determine which shall prevail.

"Contractor" - shall mean the party of the second part hereto, whether corporation, Contractor or individual, or any combination thereof, and its, their or his successors personal representatives, executors, administrators and assigns, and any person, Contractor or

corporation who or which shall at any time be substituted in the place of the party of the second part under this Contract.

“Extra Work” - shall mean work other than that required either expressly or implicitly by the Contract in its present form.

“Final Acceptance” - shall mean acceptance of the work by the Owner or his designated representative as evidenced by his signature upon the final certificate of completion. Such acceptance shall be deemed to have taken place only if and when such signature is affixed to such certificate.

“He”, “Him”, “Himself” - The word “he” shall mean “he or she” the word “him” shall mean “him or her”, the word “himself” shall mean “himself or herself”, wherever appropriate throughout the Contract.

“Owner” or “NHCC” - shall mean Nassau Health Care Corporation a.k.a. NuHealth, a.k.a. the party of the first part hereto.

“Service of Notices” - The Contractor hereby designates the business address specified in his bid, as the place where all notices, directions or other communications to the Contractor may be delivered, or to which they may be mailed. Actual delivery of any such notice, direction or communication to the aforesaid place, or depositing it in a postpaid wrapper addressed thereto in any post-office box regularly maintained by the United States Post Office Department, shall be conclusively deemed to be sufficient service thereof upon the Contractor as of the date of such delivery or deposit. Such address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to and received for in writing by the Owner. Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the Contractor personally, or, if the Contractor be a Corporation, upon any officer or director thereof.

“Site” - shall mean the area shown on the Contract Drawings.

“Specifications” - shall mean all of the directions, requirements, and standards of performance applying to the Work as hereinafter detailed and designated as such.

“Subcontractor” - shall mean any person, Contractor or corporation, other than employees of the Contractor who or which Contracts with the Contractor to furnish, or actually furnishes labor or labor and materials, or labor and equipment, at the site.

“Surety” - shall mean any person, Contractor or corporation that has executed as surety, the Contractor’s performance bond securing the performance of this Contract.

“Work” - shall mean everything expressly or implicitly required to be furnished and done by the Contractor under the Contract and shall include both Work and Extra Work.

2. Whenever they refer to the Work or its performance in the Contract, the words "directed", "required", "permitted", "ordered", "designated", "prescribed", and words of like import, - shall imply the direction, requirements, permission, order, designated or prescription of the Architect/CM and "approved", "acceptable", "satisfactory", "in the judgment of", and words of like import, - shall mean approved by, or acceptable to, or satisfactory to, or in the judgment of the Architect/CM and the Owner.

Article 3. Contractor's Responsibility

1. The Contractor and NHCC acknowledge and agree that the Agreement shall consist of all items referenced in Article 1 (Contract Contents) above under the definition of the Agreement. The Contractor shall do all the Work and furnish at his own cost and expense, all plant, labor, materials, equipment, and other facilities, except as herein otherwise provided, that may be necessary and proper for performing and completing the Work in accordance with the Agreement. The Contractor shall be responsible for the entire Work until completed and accepted by the Owner.
2. The said Work shall be performed in accordance with the true intent and meaning of the Contract Documents. Unless otherwise expressly provided, the Work must be performed in accordance with the best modern practice, with materials and workmanship of the highest quality, all as determined by, and entirely to the satisfaction of, the Owner and the Owner's Architect/CM.
3. The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all provisions of the Work under the Contract.

Article 4. Inspection

1. During the progress of the Work and up to the date of final acceptance, the Contractor shall at all times afford the representatives of the Owner and of the Architect/CM, every reasonable, safe and proper facility for inspecting the Work done or being done at the site and also the manufacture or preparation of materials and equipment at the place of such manufacture or preparation. The inspection of any Work shall not relieve the Contractor of any of his obligations to perform proper and satisfactory Work as herein specified. Finished or unfinished Work found not to be in strict accordance with the Contract shall be replaced as directed by the Architect/CM, even though such Work may have been previously approved and paid for.
2. The Owner shall have the right to reject materials and workmanship which are defective, or require correction. Rejected Work and materials shall be promptly taken away and removed from the site, which must at all times be kept in clean and neat condition.
3. Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire Work to make examination of Work already completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and materials. If such Work is found to be defective in any material respect, due to the fault of the Contractor or his subcontractors, he shall defray all expenses of such examination and of satisfactory reconstruction. If, however, such Work is found to meet the requirements of the Contract, the cost of

examinations and restoration of same shall be considered an item of Extra Work to be paid for in accordance with the provisions of the Article 20 (Extra Work) hereof.

Article 5. Protection of Work, Persons and Property

1. During performance and up to the date of final acceptance, the Contractor shall each be under an absolute obligation to protect the finished and unfinished Work against any damage, loss or injury; and in the event of such damage, loss or injury, each shall promptly replace or repair such Work. The obligation to deliver finished Work in strict accordance with the Contract, prior to final acceptance, shall be absolute and shall not be affected by the Owner's approval of or failure to prohibit means and methods of construction used by the Contractor.
2. During performance and up to the date of final acceptance each prime Contractor must take all reasonable precautions to protect the persons and property of the Owner, the project under construction, and the property of others on or adjacent to the site from damage, loss or injury resulting from his subcontractor's operations under this Contract. The Contractor's obligation shall include the duty to provide, place and adequately maintain at or about the site suitable and sufficient lights, barricades and enclosures. The Contractor shall provide sufficient safeguards to adequately protect the construction site. The Contractor shall abide by the decision of the Owner as to the adequacy and extent of protection necessary. Within three days after notice to him of the happening of such loss, damage or injury to work, persons or property, the Contractor shall make a full and complete report thereof in writing to the Architect/CM. The provisions of this Article shall not be deemed to create any new right of action in favor of third parties against the Contractor or Owner.

Article 6. Boundaries

The Contractors shall confine their equipment, apparatus, the storage of materials and supplies of his workmen to limits indicated by law, ordinance, permits or directions of the Owner or Architect/CM, and to the limits established on the plot plans and as otherwise required herein.

Article 7. Time of Start and Completion

1. The Contractor shall commence Work on the day specified in the Notice to Proceed/Purchase Order. Time being of the essence of this Contract, the Contractor shall thereafter prosecute the Work diligently, using such means and methods of construction as will assure its full completion, in accordance with the requirements of the Contract Documents, not later than the date specified in the said notice.
2. Unless the date for completion is extended as herein provided, the Contractor shall complete the Work in the number of consecutive calendar days fixed in this Contract. The period for performance shall start from the day specified in the Owner's Notice to Proceed.
3. Unless approved in writing by the Owner, in its sole and absolute discretion, no Work shall be permitted on Official Holidays as determined by NHCC. The Contractor is responsible for coordination with the Owner and/or his duly authorized representative prior to the start of Work to determine the date(s) of observance of the Holiday(s) that may occur during the course of the

Contract. The Official Holidays are: _____

(subject to change due to Administrative calendar). Failure of the Contractor(s) to consider Official Holidays during the preparation of their work plans and schedules shall not be cause for a delay claim against the Owner. Should circumstances arise, during the course of the Contract, where the Contractor requests approval to work on an Official Holiday and it is granted, the Contractor will be required to reimburse the Owner for the cost of providing inspection services. Furthermore, failure of the Contractor to have considered such contingency costs in his bid price shall not be cause for an Extra Work claim to the Owner at a later date.

Article 8. Progress Schedule

1. To enable the Work to be laid out and prosecuted in any orderly and expeditious manner, the Contractor, within fifteen (15) days after the execution of this Contract, unless otherwise directed by the Architect/CM, shall submit to the Architect/CM a proposed progress schedule, showing the anticipated time of commencement and completion of each of the various operations to be performed under this Contract, together with all necessary and appropriate information regarding sequence and correlation of Work and an estimated time required for delivery of all materials and equipment required for the Work. The proposed schedule shall be revised as directed by the Architect/CM, until finally approved by them and after such approval shall be strictly adhered to by the Contractor unless changed as provided for in the following paragraph.
2. Within ten (10) days after receiving notice of any change in the Contract or any Extra Work to be performed or of any other conditions entirely beyond the control of the Contractor which are likely to cause or are actually causing delays, the Contractor shall notify the Architect/CM in writing of the effect, if any, of such change or Extra Work or suspension or other conditions upon the previously approved progress schedule and shall state in what respects, if any, the schedule should be revised with the reasons therefore. These proposed changes in the progress schedule shall be revised by the Contractor as directed by the Architect/CM, until approved by them and as so approved the revised schedule must be strictly adhered to by the Contractor.
3. If the Contractor shall fail to adhere to the approved progress schedule or to the schedules as revised, he must promptly adopt such other or additional means and methods of construction as will make up for the time lost and will assure completion of the Work in accordance with such schedule.

Article 9. Approval Requests

From time to time as the Work progresses and in the sequence indicated by the approved progress schedule, the Contractor shall submit to the Architect/CM a specific request in writing for each item of information or approval required by him. These requests shall be submitted sufficiently in advance of the date upon which the information or approval is actually required by the Contractor to allow for the time the Architect/CM may take to act upon such submissions or re-submissions. The Contractor shall not have any right to an

extension of time on account of delays due to his failure to submit his request for the required information or the required approval in accordance with these requirements.

Article 10. Coordination with other Contractors

During the progress of the Work, other contractors may be engaged in performing other Work. The Contractor shall coordinate the Work to be done hereunder with the Work of such other contractors in such a manner as the Architect/CM may direct. It is mutually agreed that the direction of the Architect/CM of the order and sequence of Work shall not in itself constitute a basis for extension of time.

Article 11. Extension of Time

1. It is mutually agreed that no extension beyond the date of completion fixed by the terms of the Contract shall be effective unless consented to in writing by the Owner. An application by the Contractor for extension of time must be in writing, setting forth in detail the reasons and causes of delay and the date upon which each such cause of delay began and ended, and must be submitted to the Owner within ten (10) days after the start of the alleged delay. If the Owner should determine that the delay was not due to any act or omission on the part of the Contractor or was due to causes beyond the control of the Contractor, the Contractor shall be entitled to an extension of time equal to the number of days actually delayed if such extension shall be required. If, however the Owner should determine that the delay was caused directly or indirectly by the act or conduct of the Contractor or any of his sub-Contractors or suppliers, the Owner may refuse to grant an extension of time and direct the Contractor to re-arrange his progress schedule so as to complete the Work within the time set forth in the Contract.
2. If the Owner deems it advisable and expedient to have the Contractor complete and finish the Work after the expiration of the Contract date of completion, and in order that the Owner's fiscal officers may be permitted to make payment to the Contractor for Work performed beyond the completion date, the Owner may, at its option, grant an extension of time necessary to complete the Work. If liquidated damages are set forth in this Agreement, such liquidated damages may be assessed and deduction of liquidated damages may be made from monies which may become due hereunder.
3. In the event of delay for any cause, the Contractor's sole remedy shall only be extension of time granted as herein above provided, and the Contractor shall have no right to, or cause of, action for damages or additional costs resulting from any such delay.
4. Time necessary for review by the Owner of shop drawings and delays incurred by normal seasonal and weather conditions should be anticipated and are neither compensatory nor eligible for extensions of time.

Article 12. Liquidated Damages

It is mutually agreed between the parties that time is of the essence of this Contract and that there will be on the part of the Owner considerable monetary damage in the event the Contractor should fail to complete the Work within the time fixed for completion. The sum of

(_____ *) Dollars per day is hereby agreed upon as the liquidated damages for each and every calendar day that the time consumed in completing the Work exceeds the time allowed therefore. This amount shall in no event be considered as a penalty or otherwise than as the liquated and adjusted damages of the Owner because of the said delay and the Contractor agrees that the said sum per day for each such day shall be deducted and retained out of the monies which may become due hereunder.

***(For amounts see Article 46 (Schedule of Requirements))**

Article 13. Limitations and Consent

1. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or his right, title or interest in or to it or any part thereof, or his power to execute it, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Agreement, unless the previous written consent of the Owner shall first be obtained thereto, and the giving of any such consent to a particular subcontract or assignment shall not dispense with the necessity of such consent to any further or other subcontracts or assignments. The Owner reserves the right to limit the total amounts of subcontracts to seventy percent (70%) of the total Contract price.
2. No assignment will receive approval unless the instrument of assignment contains a clause to the effect that it is agreed that the funds to be paid the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for the performance of the Work called for in said Contract in favor of all persons, Contractors or corporations rendering such services or supplying such materials.
3. Before making any subcontract, the Contractor shall submit a written statement to the Owner giving the name and address of the proposed subcontractor, the portion of the Work and materials which he is to perform and furnish, and any other information tending to prove that the proposed subcontractor has the necessary facilities, skill, integrity, past experience, and financial resources, to perform the Work in accordance with the terms and conditions of this Contract.
4. If the Owner finds that the proposed subcontractor is qualified, he will notify the Contractor. The Contractor shall promptly, upon request, file with the Owner a confirmed copy of the subcontractor. The Owner may revoke his approval of any subcontractor when, in his opinion, such subcontractor evidences an unwillingness or inability to perform his Work in strict accordance with this Contract.

Article 14. Responsibility

The use of a subcontractor shall not relieve the Contractor of any of his responsibilities, duties, and liabilities hereunder. The Contractor shall be solely responsible to the Owner for the acts or defaults of his subcontractor and of such subcontractor's officers, agents and employees, each of whom shall, for all purposes, be deemed to be the agent or employee of the Contractor. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner.

Article 15. Contract Security

1. All Bonds shall be issued by a Surety Company authorized to do business in the State of New York as evidenced by the Surety Company's most recent Certificate of Solvency under Section 1111 of the New York Insurance Law, a copy of which must be attached to the Bond OR issued by a Surety Company listed in the most recent copy of the Department of Treasury's Listing of Approved Sureties (Department Circular 570). The amount of said Bond shall not exceed the limits set by the aforesaid Certificate of Solvency or Treasury Department Circular No. 3. All Bonds shall remain in effect for the duration of the Contract which includes the "Maintenance/Guarantee Period".
2. If at any time the Owner shall become dissatisfied with any surety or sureties, or if for any other reason such Bonds shall cease to be adequate security for the Owner, the Contractor shall, within five (5) work days, after notice from the Owner to do so, substitute acceptable bonds issued by an acceptable surety, or in a form or sum as may be satisfactory to Owner. The premiums on such bonds shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new sureties have been qualified.

Article 16. Insurance Requirements

1. General
 - a. Upon execution of this Contract, the Contractor must furnish those insurance policies as described below. Insurance certificates will be acceptable at date of Contractor's signing, but policies must follow as soon as possible. Insurers must be licensed to conduct business in the State of New York and acceptable to Owner in all respects.
 - b. All insurance policies, except Builders All Risk Insurance, must remain in effect until "End of the Contract Guarantee/Warranty Period", and shall not be canceled except with at least ten (10) days written notice to the Owner.

Limits of coverage are described in the Schedule of Requirements (Article 46 of this Agreement)

***(For amounts see Article 46 (Schedule of Requirements))**

2. Contractor's Public Liability Insurance

Contractor's Public Liability Insurance, including completed operations, shall protect the Contractor and his subcontractor(s) from claims for bodily injury, including death, personal injury, and damage to property which may arise from operations under this Contract.
3. Worker's Compensation Insurance

Worker's Compensation Insurance must be in accordance with the laws of The State of New York. Failure to comply with this provision shall void this Contract.

4. Owner's Protective Public Liability Insurance

- a. Owner's Protective Public Liability Insurance shall protect the Owner, as named insured, and must hold harmless and defend the Owner against claims arising from the operations of the Contractor or his subcontractor(s).
- b. This policy shall also protect, as additional insured, to the full limits of liability for each occurrence, such Owner subsidiaries, Municipalities, Municipal Subdivisions; and Fee Owners of properties as listed in the Article 46 (Schedule of Requirements).

NOTE: The Contractor shall have the option, in lieu of providing a separate Owner's Protective Public Liability Insurance Policy, to add as additional insured the Owner, Owner Subsidiaries, Other Municipalities, Municipal Agencies, or Fee Owners of properties, to the Contractor's General Liability Policy, provided that the scheduled minimum limits of liability as referred to in the "Schedule of Requirement" is increased by the amount required for each additional insured.

5. Builder's All Risk Insurance

Contractor's Builder's All Risk Insurance shall designate the Owner and Architect/CM as additional insureds and shall protect the Owner and Architect/CM during the performance of the Contract and must remain in affect until "Final Acceptance."

Article 17. Monies Retained Against Claims and Liens

The Owner may withhold from the Contractor so much of any approved payments due him as may in the opinion of the Owner be necessary as security against (a) just claims of any persons supplying labor or materials for the Work then due and unpaid, (b) loss due to defective Work not remedied, or (c) loss due to injury or persons or damage to the Work or property of other Contractors, subcontractors or others caused by the act or neglect of the Contractor or of any of his subcontractors. The Owner shall have the right, but not obligation, to apply any such amounts so withheld in such manner as the Owner may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the account of the Contractor. It shall be the sole responsibility of the Contractor to satisfy or remove any liens placed in connection with this Agreement. Upon satisfaction or proper removal of a lien, the Owner, upon written demand by the Contractor, shall return the amount so withheld, without interest provided.

Article 18. Maintenance/Guarantee

1. The Contractor shall promptly repair, replace, restore or rebuild any imperfections that may arise and shall maintain satisfactory to the Owner all his work for a period of one (1) year from that date of final acceptance of the Work, except where other periods of maintenance

and guarantee are provided for. The Contractor shall, for this period, continue to indemnify and save harmless Owner, their officers and agents, and the Architect/CM from any injury done to property or persons as a direct or alleged result of imperfections in his work and shall immediately assume and take charge of the defense of such action or suits in like manner and to all intents and purposes as if said actions and suits had been brought directly against the Contractor.

2. As security for faithful performance by the Contractor of his obligations hereunder, the Owner shall retain from the final payment all amounts necessary to ensure that Owner holds the sum fixed as retainage in Article 46 of this Agreement until completion of all obligations under this Agreement, including, conclusion of the maintenance/guarantee period.
3. If the Contractor shall fail to repair, replace, rebuild or restore any defective or damaged Work promptly after receiving notice given by the Owner not later than ten (10) days subsequent to the expiration of the one-year maintenance/guarantee period, the Owner shall have the right to have the Work done by others and to deduct the cost thereof from the amount retained hereunder.
4. Upon successful completion of all obligations hereunder, the balance of the retainage, if any, shall be returned to the Contractor without interest, within thirty (30) days after certification by the Owner that the Contractor has faithfully performed all his obligations hereunder. If the amount so retained be insufficient to cover the cost of such Work, the Contractor shall be liable to pay such deficiency on demand by the Owner.

Article 19. Owner's Right to make Changes

1. The Owner reserves the right to make such additions, deductions or changes in this Contract from time to time as it deems necessary and in manner not materially affecting the substance thereof, in order to carry out and complete more fully and perfectly the Work herein agreed to be done and performed. This Contract shall in no way be invalidated by any such additions, deductions or changes and no claim shall be made by the Contractor for any loss of anticipated profits thereby.
2. Any material to be furnished or Work necessary to be done other than that specified in this Agreement shall be covered by supplemental written Contract or order of the Owner and no claim shall be made by the Contractor for any such Work performed or material furnished before such supplemental Contract shall have been approved or order issued by the Owner.
3. Construction conditions may require that minor changes be made in the location and installation of the Work and equipment to be furnished and other Work to be performed hereunder and the Contractor, when ordered by Architect/CM, shall make such adjustments and changes in said locations and Work as may be necessary without additional cost to the Owner, provided such adjustments and changes do not alter the character, quantity or cost of the Work as a whole, and provided further that plans and specifications showing such adjustments and changes are furnished to the Contractor by the Owner within a reasonable time before any Work involving such adjustments and changes is begun. The Architect/CM

shall be sole judge of what constitutes a minor change for which no additional compensation shall be allowed.

Article 20. Extra Work/Change Orders

- I. NHCC reserves the right to order Extra Work through Change Orders, which orders for Extra Work shall be valid only if issued in writing and signed by the President of NHCC and approved by the NHCC Chief Financial Officer. Extra Work so ordered must be performed by the Contractor.
2. The amount of compensation to be paid to the Contractor for any Extra Work as so ordered shall be determined as follows:
 - (a) By such applicable unit prices, if any, as are set forth in the Contract, or
 - (b) If no such unit prices are so set forth, then by a lump sum or unit prices mutually agreed upon by the Commissioner and the Contractor, or
 - (c) If no such unit prices are so set forth and if the parties cannot agree upon a lump sum, then the cost will be determined by the actual cost of labor and materials plus overhead and profit, cost to be determined as the Extra Work progresses in the manner specified in Paragraph d. below
 - (d) The following subparagraphs (a) through (e) are applicable for calculating the fair value of the Extra Work performed as defined in the above Paragraphs 2(b) and 2(c).
 - (1) Overhead shall be defined as an allowance to compensate for all costs, charges and expenses, direct or indirect, except for the actual cost of labor and material as defined by Paragraph (b). Overhead shall be considered to include, but not limited to insurance (other than as mentioned in Paragraph (b)), Bond or Bonds, field and office supervisors and assistants above the level of foreman, use of small tools and minor equipment, incidental job burdens, general office expense, etc.
 - (2) Actual cost of labor and material shall be defined as the amount paid for the following items, to the extent determined reasonable and necessary:
 - Item 1 -** Cost of materials delivered to the job Site for incorporation into the Contract Work.
 - Item 2 -** Wages paid to workmen and foremen, and wage supplements paid to labor organizations in accordance with current labor agreements.
 - Item 3 -** Premiums or taxes paid by the Contractor for workmen's compensation insurance, public liability and property damage insurance, employment insurance, FICA tax and other payroll taxes as required by law, net of actual and anticipated refunds and rebates.

Item 4 - Sales taxes paid as required by law.

Item 5 - Allowance for use of construction equipment (exclusive of hand tools and minor equipment), as approved for use by the Architect/CM. The rate on self-owned equipment used for periods of under one week will be Associated Equipment Distributor's published monthly rate divided by twenty-two (22) days to establish a daily rate and divided again by eight (8) hours to establish an hourly rate. Equipment used for periods of five (5) days or more will be billed at a daily rate equal to forty-five percent (45%) of the published monthly rate divided by twenty-two (22) days. In the alternative, the Architect/CM may approve for reimbursement a rate representing the allocable costs of ownership. Self-owned equipment is defined to include equipment rented from controlled or affiliated companies. Rented equipment will be paid for at the actual rental cost. Gasoline, oil and grease required for operation and maintenance will be paid for at the actual cost. When, in the opinion of the Contractor, and as approved by the Architect/CM, suitable equipment is not available on the Site, the moving of said equipment to and from the Site will be paid for at actual cost.

Item 6 - When the material furnished under Item 1 is used material, its value shall be pro-rated to the value of new material, but shall not exceed the materials initial cost. When, in the opinion of the Architect/CM, the salvage value of salvageable material furnished under Item 1 exceeds the cost of salvage, a suitable credit should be given to NHCC.

(3) Regardless of the method used to determine the value of any changes, the Contractor will be required to submit evidence satisfactory to the Owner to substantiate each and every item that constitutes his proposal of the value of the change. The amounts allowed for overhead and profit shall not exceed the applicable percentages as established in the following paragraphs.

3. The amount of compensation for Extra Work determined as prescribed in this Article shall be construed to include the total cost for Extra Work, both direct and indirect.
4. The Contractor shall, upon request, furnish satisfactory proof of all labor performed, materials furnished and equipment used in the performance of Extra Work.

Article 21. Disputed Work

1. If the Contractor is of the opinion that any Work required, necessitated or ordered violates the terms provisions of this Contract, he must promptly notify the Owner in writing of his contentions with respect thereto and request a final determination thereon. If the Owner determines that the Work in question is Contract Work and not Extra Work and that at the order complained of is proper, he will direct the Contractor to proceed and the Contractor must promptly comply. In order, however, to reserve his right claim compensation for such Work or damages resulting from such compliance, the Contractor shall, within five (5) days after receiving notice of the Owner's determination and direction, notify the Owner in writing that the Work is being performed, or that the determination and direction is being complied with, under protest. Failure of the Contractor to notify shall be deemed as a waiver of claim for extra compensation or damages therefore.

2. If the Contractor should fail or refuse to proceed with the performance of the Work in question after having been directed to so do, the Owner may declare the Contractor in default and notify the Contractor's surety company to have the disputed Work commenced and completed under the terms of their performance bond; or, the Owner may without further notice have the disputed Work done by others and deduct the cost thereof from monies due hereunder, including any and all related costs incurred by reason of the Contractor's failure or refusal to perform the Work.
3. Before final acceptance by the Owner, all matters of dispute shall be resolved to the mutual satisfaction of the parties hereto. Determinations and decisions, in case any question shall arise, shall constitute a condition precedent to the right of the Contractor to receive any money therefore, until the matter in question has been resolved.

Article 22. Omitted Work

If any Contract Work in a lump sum Contract or, if the whole or any part of a lump sum item in a unit price Contract, is omitted by the Owner in accordance with Article 31 (Prices), the Contract price shall be reduced by the fair and reasonable estimated cost to the Owner of such omitted Work. If any Contract Work in a unit price Contract is so omitted by the Owner, no payment will be made therefore.

Article 23. The Architect/CM

1. The Architect/CM, in addition to those matters elsewhere herein expressly made subject to his determination, direction or approval, shall observe the performance of the Work and shall have the power, subject to review by the Owner, to recommend:
 - a. The amount, kind, quality, sequence, and location of the Work to be paid for hereunder;
 - b. Resolution of all questions in relation to the Work and interpretation of the Drawings, Specifications and Addenda;
 - c. How this Contractor shall cooperate with the Work of any other contractors engaged simultaneously on this project;
 - d. Minor changes in the Work as he deems necessary, provided such changes do not result in a net increase in the cost to the Owner or to the Contractor of the Work to be done under the Contract; and
 - e. Amplification of the Drawings, adding explanatory information and furnishing additional Specifications and Drawings consistent with the intent of the Contract Documents.
2. The Architect/CM shall not have the power to issue an Extra Work order or approve any Change Orders without the express written approval of the Owner. The performance of such Work on the order of the Architect/CM without previously obtaining written confirmation

thereof from the Owner shall constitute Contractor's waiver of any right to extra compensation therefore. The Contractor is warned that the Architect/CM has no power to change the terms and conditions of this Contract.

Article 24. No Estoppel

The Owner shall not, nor shall any department, officer, agent, or employee thereof, be bound, precluded, or estopped by any determination, decision, acceptance, return, certificate or payment made or given under or in connection with this Contract by the Owner or other officer, agent or employee, of the Owner, from any time, either before or after final completion and acceptance of the Work and payment therefore:

1. Showing the true and correct classification, amount, quality or character of the Work done, or that any such determination, decision, acceptance, return, certificate or payment is untrue, incorrect, or improperly made in any particular, or that the Work or any part thereof does not in fact conform to the requirements of the Contract Documents, and
2. From demanding and recovering from the Contractor any overpayment made to him or such damages as it may sustain by reason of his failure to comply with the requirements of the Contract Documents, or both.

Article 25. No Waiver of Rights

Neither the inspection by the Owner nor by any of their employees, nor by any order, measurements or certificate of the Owner, nor by any order of the Owner for payment of money, nor any money, nor any payment for or acceptance of the whole or any part of the Work by Owner, nor any extension of time nor any possession by the Owner or its employees shall operate as a waiver of any provisions of this Contract, nor any power herein provided, nor shall any waiver of any breach of this Contract be held as a waiver of any other subsequent breach. Any remedy provided in this Contract shall be taken and constructed as cumulative; namely, in addition to each and every other form of suit, action or legal proceeding. The Owner shall also be entitled as of right to an injunction against any breach of the provisions of this Contract.

Article 26. Character and Competency

The Contractor and his subcontractors shall employ, upon all parts of the Work herein contracted, only competent, skillful and trustworthy men or women. Should the Architect/CM at any time give notice in writing to the Contractor or his duly authorized representative on the Work, that any employee in their opinion is incompetent, unfaithful, disorderly, careless, unobservant of instructions, or in any way a detriment to the satisfactory progress of the Work, such employee shall immediately be dismissed and not again allowed to perform the any part of the Work.

Article 27. Superintendent

The Contractor shall give his personal supervision to the faithful prosecution of the Work and in case of his absence shall have a competent, experienced and reliable English-speaking foreman or superintendent, acceptable to the Owner, on the site who shall follow without delay all instructions of the Architect/CM in the prosecution and completion of the Work and every part thereof, in full authority to supply men and women, material and labor, immediately. He shall keep on hand at all times copies of the Contract Documents.

Article 28. Payroll Reports

The Contractor and each subcontractor shall furnish to the Owner on demand a verified copy of his payroll and also any other information required by to satisfy them that the provisions of the Labor Law as to the hours of employment and rates of wages are being observed.

Article 29. Labor Laws and Notice of Employees' Rights

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 bid, they will be attached and made part of this Agreement prior to execution of Contract. Until the revised Wage Rate Schedules are made part of this Contract, the Prevailing Wage Rates apply.

1. All persons employed to perform any work under this contract, must be provided with major medical and hospitalization benefits for the duration of this contract. Such benefits may be provided through a monthly lump-sum payment to the health care insurer of the employee's choice. Nothing herein shall be deemed to require the establishment or maintenance of an employee benefit plan.
2. No apprentice employed by the Contractor or any of his Subcontractors shall be permitted to perform any work required under this contract unless said apprentice is individually enrolled in, or a graduate of, a New York State approved apprentice training program registered with the Commissioner of Labor, and in conformity with provisions of Article 23 of the New York State Labor Law.
3. The Contractor must pay all wages and supplements required by law. Cash payments in lieu of fringe benefit supplements may be made at the option of the contractor, but any such cash payments must be made by check draft or order payable to the employee. Records of such cash payment must be made promptly available for inspection upon request for the Owner.
4. Posting of Notices
 - a. Every Contractor who is a party to a Public Works Contract with NHCC shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent contractors of Subcontractors, acknowledge and agree to establish and maintain a Bulletin Board at or near the established job site, Management Office or at such site as the Owner directs for the conspicuous posting of Notices including the New York State Department of Labor Schedules of prevailing Wages and Supplements applicable to the Project,

Worker's Compensation Law Notices, and all other notices which are required by law and such notices as the Owner may require the Contractor to post at the site. To the extent practicable, notice must be posted in such a manner so that the general public may view same at the entrance to the job site.

- b. Such posting shall be secure from deterioration and/or obliteration by the elements, and acts of vandalism.
- c. Notices shall be maintained in a legible manner and shall be replaced if damaged, defaced, rendered illegible or removed for any reason.
- d. The posting of such notices shall be undertaken prior to commencement of Work at the site, if practical and feasible, and shall be maintained until the project has been substantially completed.
- e. Said notice shall include the telephone number and address of the New York State Department of Labor and NHCC Planning Department.
- f. For multiple prime Contracts, each Contractor is required to provide the above, and identify the Contract to which it pertains. Nothing herein shall be construed to relieve the Contractor from posting requirements otherwise required by law.

5. Providing Notice to Employees

- a. The Contractor shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, provide written notice to each employee that he or she is entitled to receive the prevailing wage and supplements for the occupation for which he or she has been hired. Such written notice shall be given to the employee at or before such individual commences Work at the Project site.
- b. The Contractor shall obtain from each employee a written acknowledgment that the employee has received a copy of such notice and is receiving the prevailing wage rate. For the purposes of this section, an employee includes, in addition to those immediately under the hire and/or supervision of the Contractor, employees and independent contractors of Subcontractors engaged in Work at the Project site. The written acknowledgments of the employees required herein shall accompany each month's partial payment request.

6. Payroll Records

- a. The Contractor shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent contractors of Subcontractors, maintain at the job site (or such place designated by the Owner) original payrolls employee attendance records and/or transcripts thereof as are required to be maintained pursuant Section 220 of the New York State Labor Law and shall maintain the written acknowledgments of the employees as required above with the payrolls and transcripts.

b. The Contractor shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent contractors of Subcontractors, provide to the Architect/CM (and any other individuals designated by the Owner) upon application for payment an employment attendance sheet for all employees, including employees of Subcontractors, for each day on which Work is performed on the site, upon a form acceptable to the Owner, including job classification, hours of employment, wage rate and supplements payable and employer. A current attendance record shall be maintained at a location designated by the Owner.

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

d. Upon receipt of a copy of the prevailing rate schedule of wages and supplements specified in the public improvement Contract, or of a subsequently issued prevailing rate schedule, every Contractor and Subcontractor shall provide a verified statement attesting that the Contractor and Subcontractor has received and reviewed such schedule of wages and supplements, or subsequently issued schedule, and agrees that it will pay the applicable prevailing wages and will pay or provide the supplements specified therein. Such verified statement shall be filed with the Owner.

e. Before the Contractor may request a progress payment for any item of Work performed by a Subcontractor, the Contractor shall furnish the Owner with a copy of that Subcontractor's verified statement required by New York Labor Law Section 220-a. Before issuance of the final payment, the Contractor shall furnish the Owner with the original certifications and verified statements required by New York Labor Law Section 220-a.

7. The Contractor shall ensure that all employees on the job site shall have received appropriate training and possess all required state and County licenses for specialty, craft, skill trade or other professional or licensed trades.

8. No Contractor, Subcontractor, nor any person acting on its behalf should in any manner discriminate because of race, creed, color, religion, sex, national origin, age, marital status, or disability, against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

Article 30. Prevention of Delay

The Contractor and his Subcontractors shall not employ any labor or means whose employment or utilization during the course of this Contract, may tend to, or in any way cause, or result in, strikes, work stoppages, delays, suspension of work or similar troubles by workmen employed by the Contractor or his Subcontractors, or by any of the trades working in or about the job sites where work is being performed under this Contract, or any other

Contract on the job site. Any violation of this requirement by the Contractor may, upon written determination of the Owner, be considered as proper and sufficient cause for canceling and terminating this Contract without any penalty to the Owner and the Owner shall be entitled to recover any damages from the Contractor that may have been caused by such violation.

Article 31. Prices

For the Contractor's complete performance of the Work, the Owner will pay, and the Contractor agrees to accept, subject to the terms and conditions hereof, the lump sum price or unit prices at which this Contract was awarded, plus the amount required to be paid for any Extra Work ordered by the Owner under this Agreement, less credit for any Work omitted.

Article 32. Submission of Bid Breakdown

Within fifteen (15) days after his execution of this Contract, or when directed by the Owner, the Contractor shall submit a written breakdown of his bid price, or of lump sums bid for items of the Contract, showing the various operations to be performed under the Contract, as described in the progress schedule required under Article 8 (Progress Schedule) hereof, and the value of each of such operations, the total of such items to equal the lump sum price bid. The Contractor shall also submit such other information relating to the bid price as may be required or reasonably requested by the Owner, and shall revise the bid breakdown as directed. Thereafter, the breakdown may be used for checking the Contractor's applications for partial payments hereunder, but shall not be binding upon the Owner, for any purpose whatsoever.

Article 33. Partial Payments

1. On or about the first of each month, the Contractor shall make an estimate of the amount and the fair value of the Work done and may apply for partial payment therefore. The Contractor shall revise the estimate as the Owner and/or Architect/CM may direct. Whenever the monthly estimate of the Contractor, as approved by the Owner, shows that the value of the Work completed during the previous month exceeds One Thousand (\$1,000.00) Dollars in amount, the Owner will issue a certificate for such Work. Such certificate will authorize the payment of ninety-five percent (95%) of the value of the Work completed. The Owner will thereupon cause the amount therein to be paid to the Contractor.
2. No partial payment will be made for any materials before they are incorporated in the Work, except the payment may be made for materials delivered to the site or off-site and suitably stored and secured when such materials are in short and/or critical supply or have been specially fabricated for the project, all as determined by the Owner in writing.
3. Before any payments will be made under this Contract, the Contractor and the Subcontractors performing any part of the Work called for by this Contract must file with Michael Ade, Vice President in the NHCC Office of Planning, verified statements provided for in Article 8 of the New York State Labor Law, as amended, certifying the amounts then due and owing from the Contractor and Subcontractor filing such statements to any and all laborers for daily or

weekly wages on account, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively. The Contractor shall set forth in his statements the name of his Subcontractors. If the Contractor or Subcontractor has no Subcontractor, he shall so state in his statement if there is nothing due and accrued to any laborer for daily or weekly wages on account of labor performed upon the Work under this Contract and all Subcontractors before any payments are made under this Contract.

4. The filing of payrolls in a manner consistent with New York State Labor Law 220(3)(a) is a condition precedent to payment of any sums due and owing to any Contractor, Subcontractor or other person or entity for Work done upon the project.

Article 34. Final Payment

1. Within thirty (30) days after receiving notice from the Contractor of completion of the Work and submission of satisfactory evidence of having repaired any and all damage to public or privately owned properties resulting from, but not a part of, the Work under this Agreement, the Owner will cause a final inspection to be made for approval of all the Work done under this Contract. If, upon such inspection, the Owner determines that no further Work is to be done, he will issue a Certificate of Completion to the Contractor for the Work done under this Contract.
2. As a condition precedent to receiving final payment therefore, the Contractor shall submit verified statements similar to those required under Article 33 (Partial Payments) hereof, and shall also submit proof of title to the materials and equipment covered by the Contract. The Contractor shall also, prior to the issuance of final payment, supply to the Owner affidavits and certificates for labor, material and equipment (where applicable).
3. The Owner will, not later than sixty (60) days after the final acceptance of the Work done under this Contract, pay the Contractor the entire sum so found due there under after deduction of the previous payments and all percentages and amounts to be kept and retained under provisions of this Contract. All prior partial payments being merely estimates made to enable the Contractor to prosecute the Work more advantageously, shall be subject to correction in the final estimate and payment.

Article 35. Acceptance of Final Payment

The acceptance by the Contractor or by anyone claiming by or through him, of the final payment shall operate as and shall be a release to the Owner and every officer and agent thereof, from any and all claims and all liability to the Contractor for anything done or furnished in connection with this Work or project and for any act or neglect of the Owner or of any others relating to or affecting the Work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or the Contractor's Bonds.

Article 36. Owner's Right and Notice

IT IS MUTUALLY AGREED THAT,

1. if the Contractor fails to begin Work when notified to do so by Owner; or
2. if the Contractor becomes insolvent or,
3. if a petition of bankruptcy is filed by or against the Contractor, or
4. if the Work to be done under this Contract shall be abandoned or,
5. if this Contract or any part, thereof shall be assigned without the consent of the Owner being first obtained in writing or,
6. if this Contract or any right, monies or claim there under shall be assigned by the Contractor otherwise than as herein specified, or,
7. if, at any time, the Owner shall be of the opinion that the conditions herein specified as to the rate of progress are not fulfilled or,
8. that the Work or any part thereof is unnecessarily or unreasonably delayed, or,
9. that the Contractor is not or has not been executing the Contract or performing Work in good faith or,
10. that the Contractor is violating any of the provisions of this Contract;

the Owner and without prejudice to any other rights or remedy of the Owner, shall have the right to declare the Contractor in default and so notify the Contractor by a written notice, setting forth the ground or grounds upon which such default is declared and that the Contractor shall discontinue the Work, either as to a portion of the same or the whole thereof.

Article 37. Contractor's Duty

Upon receipt of the notice provided in Article 36 (Owner's Right and Notice) above, the Contractor shall immediately discontinue all further operations on the Work or such part thereof; and shall immediately quit the site or such part thereof, leaving untouched all plant, materials, equipment, tools and supplies.

Article 38. Completion of the Work

1. The Owner, after declaring the Contractor in default as provided in Article 36 (Owner's Right and Notice in case of Default) above, may then have the Work completed by such means and in such manner, by Contract with or without public letting, or otherwise, as he may deem advisable, utilizing for such purpose such of the Contractor's plant, materials, equipment, tools and supplies remaining on the site, as well as such subcontractors, as he may deem advisable.
2. The expense of such completion, including the cost of relenting, shall be deducted and paid by the Owner out of the monies due or to become due to the Contractor under this Contract, or any part thereof; and in case such expense is more than the sum remaining unpaid of the original Contract price, the Contractor and his sureties shall pay the amount of such deficiency to the Owner.

Article 39. Contractor's Warranties

In consideration of, and to induce the award of this Contract to him, the Contractor represents and warrants:

1. That he is not in arrears to the Owner upon debt or Contract, and that he is not a defaulter, as surety, Contractor or otherwise.
2. That he is financially solvent and sufficiently experienced and competent to perform the Work.
3. That the Work can be performed as called for by the Contract that the Plans and Drawings and the Specifications are in all respects suitable and adequate for the Work.
4. That the facts stated in his proposal and information given by him are true and correct in all respects.
5. That he is fully informed regarding all the conditions affecting the Work to be done and labor and materials to be furnished for the completion of this Contract and that his information was secured by personal investigation and research.

Article 40. Claims for Damages

If the Contractor shall claim compensation for any damage sustained, other than for extra or disputed Work covered by Articles 20 and 21 (Extra Work/Change Orders and Disputed Work) hereof respectively, by reason of any act or omission of the Owner, its agents or of any persons, he shall within five (5) days after sustaining such damage, make and deliver to the Owner a written statement of the nature of the damage sustained and of the basis of the claim against the Owner. On or before the fifteenth (15th) of the month succeeding that in which any damage shall have been sustained, the Contractor shall make and deliver to the Owner an itemized statement of the details and amount of such damage duly verified by the Contractor. Unless such statement shall be made and delivered within the times aforesaid, it is stipulated that all claims for such compensation shall be forfeited and invalidated and the Contractor shall not be entitled to payment on account of such claims.

Article 41. Patented Devices, Material and Processes

It is mutually understood and agreed that Contract prices shall include all royalties and cost arising from patents, trademarks, and copyrights in any way involved in the Work. Whenever the Contractor is required or desires to use any design, article, device, material, equipment, appliance or process covered by letters patent or copyright, the Contractor shall indemnify and save harmless the Owner and their agents from any and all claims for infringement by reason of the use of any such patented design, device, article, tool, material, equipment, appliance or process, to be performed under the Contract, and shall indemnify the said Owner and/or Owner agents for any costs, expenses, and damages which it may be obliged to pay, by reason of any such infringement, at any time during the prosecution or after the completion of the Work.

Article 42. Hold-Harmless

1. The Contractor shall defend, indemnify, protect and save harmless, NHCC, their officers, agents and employees, from and against any and all losses, damages, detriment, suits, claims, costs and expenses for injuries (including death) to persons or damage to property arising out of or in connection with the performance of the Work hereunder and caused by or resulting from the carelessness or negligence of the Contractor or his subcontractors.

2. The obligation of the Contractor to indemnify and save harmless NHCC as herein above set forth is absolute and not dependent upon any question of negligence on the part of the Contractor, the subcontractor, NHCC or their respective agents, servants or employees. The approval by the Owner of the methods of doing the Work or the failure of the Owner to call attention to improper or in-adequate methods or to require a change in methods or to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall not excuse the Contractor in case of any such injury to person or damage to property.
3. The Contractor shall take out and maintain during the life of this Contract a liability insurance policy and renewals thereof, issued by an insurance company acceptable to Owner, insuring the Contractor at all times during the life of this Contract against loss by reason of his Contractual liability under this Article with limits of not less than those set forth in Article 46 (Schedule of Requirements) for injuries to persons (including death) and damage to property. A certificate of the issuance of such insurance policy shall be delivered to Owner upon execution of this Agreement and such certificate shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled without ten (10) days prior notice to the Owner. At least two weeks prior to the expiration of the original policy or any renewal thereof a new certificate of the renewal of such insurance, containing an agreement by the insurance company that the insurance will not be canceled without ten (10) days prior notice to Owner shall be delivered to the Owner.

Article 43. No Claims against Individuals

No claim whatsoever shall be made by the Contractor against any officer, agent, or employee of NHCC for, on account of, or by reason of anything done or omitted to be done in connection with this Contract.

Article 44. Unlawful Provisions Deemed Stricken Out

If this Contract contains any unlawful provision not an essential part of the Contract and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Contract without affecting the binding force of the remainder.

Article 45. Books and Records

The Contractor shall maintain full and complete books and records of accounts in accordance with accepted accounting practices. Such books and records shall be retained for a period of six (6) years from the date the Project is completed and shall at all times be available for audit and inspection by the Owner or its duly designated representatives.

Article 46. Schedule of Requirements

1. Insurance – Limits of liability:

a. Contractor's Public Liability Insurance and Owner's Protective Public Liability Insurance shall be equal to the following minimum limits of liability:

1) Minimum Limits of Liability, for each occurrence:

A Combined Single Limit of \$ _____ and \$ _____ General Aggregate and an umbrella insurance policy for comprehensive and general liability insurance, naming Contractor as the insured and naming NHCC, the Architect/CM as additional insureds with a combined minimum single limit of \$ _____ for bodily injury (including death) and property damage for any one occurrence.

b. Builder's Risk Insurance:

Shall be for the full amount of the Contract Price.

2. NASSAU HEALTH CARE CORPORATION and the Architect/CM must be named as additional insured to be protected to the full limits of liability.

3. Liquidated Damages \$ _____ per day,

4. Time of completion _____ calendar days,

5. Amount retained for maintenance - Five (5%) Percent of the Contract Price.
(See Article 18 (Maintenance/Guarantee))

6. Substitutions may be proposed during a thirty (30) calendar day period starting with the date stipulated in accordance with Article 7 (Time and Start of Completion).

Article 47. Conflicting Information

In the case of conflicting information within the plans and specifications as to the type of materials of workmanship to be provided, the Contractor agrees that he will accept the decision of the Architect/CM as to which was intended or which is in the best interest of the Owner.

Article 48. All Legal Provisions Included; Separability; Supremacy, Construction and Compliance with Law

1. Every provision of Law required to be inserted into or referenced by this Agreement is required to be part of this Agreement. If any such provision is not inserted or is not inserted in correct form then: (a) such provision shall be deemed inserted into this Agreement for purposes of interpretation, and (b) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

2. In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provision shall not in any way be affected or impaired thereby.
3. Unless the application of this subsection will cause a provision by Law to be excluded from this Agreement, in the event of any conflict between the terms set forth above the signature page of this Terms and Conditions and those contained elsewhere in the Agreement or any schedule, exhibit, appendix, attachment or document referenced by the Agreement, the terms and conditions set forth above the signature page of this Terms and Conditions shall control. To the extent possible, all terms of this Agreement should be read together as not conflicting.
4. Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.
5. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a prevailing wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.
6. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the Contract or as required by Law. The Contractor acknowledges that Contractor Information in the NHCC's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the NHCC shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.
7. Minimum Service Standards: Regardless of whether required by Law:
 - a. The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
 - b. The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall make all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all licenses, certifications, and approvals (collectively, "Approvals") necessary or appropriate in connection with the performance of services under this Agreement.

Article 49. Work Performance Liability

The Contractor is and shall remain primarily liable for the successful completion of all Work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the Work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the Owner.

Article 50. Consent to Jurisdiction and Venue; Governing Law; Jury Trial Waiver

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

2. THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Article 51. Entire Agreement

This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

Article 52. Joint Venture

1. If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Contractor and each of the others hereunder; and as such, each acts both as principal and agent of the Contractor and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Contractor or any other entity, partner or joint venturer hereunder.

2. If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

Article 53. Executory Clause

Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. NHCC shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all NHCC approvals have been obtained, including, if required, approval by the NHCC Board of Directors, and (ii) this Agreement has been executed by the President or his duly designated representative.

(b) Availability of Funds. NHCC have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to NHCC from the state and/or federal governments.

{THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, NHCC and CONTRACTOR have executed this Agreement and agree to be bound by all the terms and conditions set forth herein as of the date first-above written.

NASSAU HEALTH CARE CORP.

CONTRACTOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SPECIAL PROVISIONS

Page 1 of 6

NUMC Bid # MC98-08186 - 5218

1. Contractor's Construction Procedures

- a. The Contractor shall be solely responsible for and have control over the construction means, methods, techniques, sequences, procedures, safety and safety precautions required for the proper execution of its work on the project. Where the drawings and/or Project Manual make reference to particular construction means, methods, techniques, sequences or procedures or indicate or imply that such are to be used in connection with the Contractor's work, such reference is intended only to indicate that the Contractor's work is to produce at least the quality of the work implied by the operations described, but the actual determination as to whether or not the described operations may be safely or suitably employed in the performance of the Contractor's work shall be the sole responsibility of the Contractor. All loss, damage, liability, or cost of correcting defective work arising from the employment of a specific construction means, method, technique, sequence, procedure, safety or safety precautions shall be borne solely by the Contractor.
- b. Neither the Architect, the Construction Manager, nor the Owner will have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, procedures, safety or safety precautions and programs in connection with the work, since these are solely the Contractor's responsibility as provided herein.
- c. The Contractor, its employees, its subcontractors and their employees or agents, and all others engaged by the Contractor in connection with the performance of its work are required to wear photographic identification badges at all times. The Contractor shall provide such individuals with said photographic identification badges. These badges shall be worn so as to be readily and easily visible. All workers and representatives of the Contractor, its subcontractors or suppliers shall wear these badges while on the property.
- d. Without limitation of any other provision of the agreement between the Owner and the Contractor, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the premises.
- e. No drinking of alcoholic beverages, smoking or use of controlled substances is permitted on the grounds. The Contractor shall insure that none of its or its subcontractors, its employees, agents, and/or consultants report to the site impaired by alcohol or controlled substances. The Contractor bears the responsibility of determining if its, or its subcontractors, employees are in any way impaired and whether the safety of the public, the employees of other contractors and their subcontractors, the Owner, the Architect, or the Construction Manager are jeopardized. Each contractor shall provide drinking water for its own employees.
- f. The Contractor shall provide ventilation of enclosed areas during construction as may be required to permit proper curing and drying out and to prevent excessive humidity, moisture and condensation. Ventilation shall be by natural or artificial means as required by conditions involved.

- g. The Contractor shall be responsible for the control of chemical fumes, gases and other contaminants produced by welding, gasoline or diesel engines, roofing, paving, painting, etc. to ensure that they do not enter occupied portions of the building or air intakes.
- h. The Contractor shall be responsible to ensure that activities and materials which result in "off-gassing" of volatile organic compounds such as glues, paints, furniture, carpeting, wall covering, drapery, etc. are scheduled, cured or ventilated in accordance with manufacturers' recommendations before a space can be occupied.
- i. From the commencement to the completion of the project, the Contractor shall keep the parts of the work and the buildings free from accumulation of water no matter what the source or cause of water.
- j. The General Contractor shall construct temporary partitions where required for safety of the public or to prevent dust from entering occupied areas. Partitions shall be dust-proof from floor to slab or structure above (if existing condition is a drop in tile ceiling, the Contractor shall remove tile and install partition to structure above).
- k. All cutting and welding performed within an occupied building or adjacent to a window or intake vent shall be performed to avoid the transfer of dust, fumes, etc. into occupied areas.
- l. The Contractor shall control the safe handling and storage of all welding materials, acetylene and oxygen tanks, and other equipment required for welding and cutting work at the job site. Such storage shall be in compliance with OSHA regulations.
- m. Welding materials and equipment shall be removed promptly from the premises upon completion of the welding and cutting work.
- n. To the fullest extent possible, the Contractor shall provide products of the same kind, from a single source. When two or more items of same material or equipment are required (pumps, valves, air conditioning units, etc.), they shall be of the same manufacturer.
- o. The Contractor and each of its subcontractors shall conduct its/their operation in accordance with all applicable laws, regulations and order of local, state and federal governments. The Contractor agrees, in order that the work will be completed with the greatest degree of safety to conform to the requirements of the Occupational Safety and Health Act of 1970 (OSHA) and the Construction Safety Act of 1969, including all standards and regulations that have been since or shall be promulgated by the governmental authorities which administer such acts.
- p. The Contractor shall indemnify and hold harmless the Owner, the Construction Manager and Architect from any and all claims, damages, losses, suits, obligations, fines, penalties, costs, charges and expenses which may be imposed upon or incurred by or asserted against any of them by reason of any act or omission of such Contractor or any subcontractor or any person or firm directly or indirectly or indirectly employed by such Contractor, with respect to violations of OSHA requirements, rules and/or regulations.
- q. In the event a subcontractor and/or material supplier files with the Owner a public improvement lien, the Owner shall withhold payment on previously certified applications for payment which have not yet been paid or subsequent applications for payment submitted by the Contractor an amount equal to 150% of the amount set forth in such

public improvement lien. This provision is in addition to and does not supersede the indemnity provisions.

- r. The Owner may release any payment withheld due to the filing of a public improvement lien if the Contractor obtains security acceptable to the Owner or a lien bond which is: (1) issued by a surety acceptable to the Owner, (2) in form and substance satisfactory to the Owner, and (3) in an amount not less than 150% of such lien claim. The cost of the premiums for any such bond posted shall be borne solely by the Contractor. By posting a lien bond or other acceptable security, however, the Contractor shall not be relieved of its obligations pursuant to these specifications, including but not limited to the indemnity provisions set forth.
- s. All insurance coverage to be provided by the Contractor shall name the Owner, the Construction Manager and the Architect as additional insureds on the policy. Additionally, the insurance coverage to be provided by the Contractor pursuant to the Terms and Conditions Section shall state that the Contractor's coverage shall be the primary coverage for the Contractor's work.
- t. In the event that any of the insurance coverage to be provided by the Contractor to the Owner contains a deductible, or the insurance provided by the Owner contains a deductible, the Contractor shall indemnify and hold the Owner, the Architect and the Construction Manager harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of the Contractor.
- u. The Contractor acknowledges that its failure to obtain or keep current the insurance coverage required by the Terms and Conditions Section shall constitute a material breach of contract and subjects the Contractor to liability for damages, including but not limited to direct, indirect, consequential, special and such other damages the Owner sustains as a result of such breach. In addition, the Contractor shall be responsible for the indemnification to the Owner, the Architect and the Construction Manager, of any and all costs associated with such lapse in coverage, including but not limited to reasonable attorney's fees.
- v. The Contractor shall require all subcontractors to carry similar insurance coverages and limits of liability as set forth in the Terms and Conditions Section and adjusted to the nature of subcontractors' operations and submit same to the Owner for approval prior to start of any work. In the event the Contractor fails to obtain the required certificates of insurance from the subcontractor and a claim is made or suffered, the Contractor shall indemnify, defend, and hold harmless the Owner, the Architect, engineers, the Construction Manager, consultants, and sub-consultants and their agents or employees from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the Contract.

2. Hospital Renovation

All contractors and subcontractors must comply with the latest edition of the Occupational Safety and Health Administration standards, 29 CFR 1900 through 1926, the latest edition of the NFPA Codes, and the following System Policies: Interim Life Safety Measures, Hot Work, Fire Impairment, Installation and Monitoring of Construction Barriers and Construction Risk Assessment Program.

Hospital Renovation requires comprehensive pre-construction planning to incorporate dust and infection control, interim life safety measures, and outside public health agency certification. Before the start of construction, it is important to ensure that all asbestos, lead, sharps, biological wastes, and other hazardous material are removed. A pre-construction survey shall be completed to include the locations of shut-offs of critical power supplies, medical gas lines, sanitary lines, ventilation hoods, and other special hazards and considerations. Consideration should be given to electrically isolating the construction work from the existing hospital facility to prevent voltage fluctuations. Use of cell phone and radios should be coordinated with the hospital to prevent RF concerns.

Refer to AIA document "*Guidelines for Design and Construction of Hospital Healthcare Facilities*" 2001 edition along with the Joint Commission on Accreditation of Healthcare Organizations and the National Fire Protection Association publications for guidance where necessary.

All construction personnel must have either security badge with personal photo or hardhat with company identification.

3. Dust & Infection Control

All debris containers must be covered before being removed from the construction area.

All temporary partitions that are installed must have a fire rating equal to that which they are replacing and at least 2-hours in all cases.

All temporary partitions shall be installed deck-to-deck and taped to prevent dust transmission.

Construction areas must maintain negative air pressure. To accomplish this, the use of the hospital's ventilation system along with portable HEPA-filtered air machines may be used. When using the hospital ventilation system, approval from the hospital is required.

Routes shall be established for the removal of debris and movement of materials through occupied areas of hospital.

Walk-off mats or other means shall be used at construction entrances to prevent dust and other foreign matter from being tracked throughout the hospital.

Doors and entrances shall have bottom floor-sweeps installed.

Where solid partitions of plywood or drywall are not possible, fire resistant visqueen shall be used or fire-resistant tarps. All seams will be duct taped and dust proof entrances used.

Appropriate signage will be posted at construction entrances.

Powered hand tools shall be of the dust collecting type.

All concrete and block shall be wet cut.

Housekeeping must be performed on a continuous basis.

Eating and smoking are not allowed inside the hospital or construction work areas.

Temporary toilet facilities must be provided with adequate hand washing facilities equipped with towels and hand soap.

4. Interim Life Safety Plan (ILSP)

- a. This Contractor shall provide all material, labor and equipment required to install and maintain the ILSM Plan throughout the duration of the Project. All existing rated walls shall be maintained by this Contractor during construction activities. All occupied areas adjacent to the work of this contract shall be protected by this Contractor.
- b. This Contractor shall be responsible for the providing of Labor and Material required to comply with Interim Life Safety Measures (ILSM).

5. Infectious Control Risk Assessment (ICRA)

- a. During Construction Activities this Constructor shall provide labor and material to comply with established site specific Infection Control protocols.
- b. This Contractor shall comply with all of the requirements of the ICRA Plan as identified in the Contract Documents.
- c. This Contractor shall be responsible for providing engineering calculations for negative air requirements in all areas where negative air is required as per the ICRA Plan in the Contract Documents.
- d. This Contractor shall provide labor and material to comply with ICRA requirements during the Construction Phase and upon completion of the project as identified in the ICRA Plan in the Contract Documents.

6. Material Safety Data Sheets (MSDSs)

Every Contractor will be responsible for development and maintenance of a list of hazardous materials utilized within the project operations and will be further responsible for obtaining and maintaining MSDSs for all such hazardous materials. Employees will be allowed access to this information and the specific MSDSs for materials utilized in their work areas. All questions relating to the program should be directed to the Contractor's superintendent or safety representative. A copy of each MSDS will be delivered to the Owner prior to work starting involving that substance.

7. Temporary Heat

- a. If required, temporary heat required by this Contractor to perform his work shall be included in the scope of this Contract.
- b. All temporary heat operations shall be submitted and approved prior to installation.
- c. All propane fueled heating equipment shall have prior approval of the Owner and local Fire Marshal having jurisdiction. All propane shall be stored outside the building.

8. Temporary Electric Service

- a. This Contractor shall furnish, install, maintain and remove the temporary power and lighting system for all contract work. Temporary power and light will be required for all areas.
- b. Power shall be furnished by the Owner and shall be made accessible to this Contractor for use.
- c. All temporary wiring and equipment shall be in conformance with the National Electric Code and the NYS Building Code.
- d. Provide all wiring, transformers, panels, supports, circuit breakers, and any other materials, supplies or equipment necessary to provide temporary lighting and electric service.

9. Utility Shutdowns

For any / all Utility shutdowns, this Contractor shall provide a written request to the Owner 72 hours in advance for review and approval by the Owner and /or Construction Manager prior to beginning the work. This Contractor may not proceed with any utility shutdown work without written approval from the Owner.

10. Coordination (for Wick's Law Projects)

HVAC Contractor is responsible to produce a coordination drawing. Prime Contractors are to first submit their respective shop drawings for approval to the Architect of Record, in order to make any necessary changes prior to going through the coordination process. HVAC Contractor is to locate on mylar all piping in orange pencil lines and ductwork in red pencil lines. Plumbing Contractor is to locate the plumbing lines on mylar in blue pencil lines. Electrical Contractor is to indicate conduit runs in green pencil lines. General Contractor is to show all services for casework in appropriate colors. As each coordination drawing is completed, Contractor is to meet with Owner's Representative and Architect to review and resolve all conflicts on coordination drawing. All coordination meetings will be held at the Construction Manager's site office.

END-OF-SECTION

NASSAU UNIVERSITY MEDICAL CENTER

Interim Life Safety Measures
Effective Date: 1/12

Sealed Bid MC98-08156-5218
EMS Conference/Classroom Renovation

Page: 1 of 9

I. DEFINITION AND PURPOSE

Interim Life Safety Measures (ILSM's) is undertaken whenever Life Safety Code deficiencies exist. Deficiencies may arise during construction, repair, and improvement operations an unforeseen fire systems failure or an existing building condition. ILSM's are established to temporarily compensate for the deficiencies and provide a code compliant equivalent level of life safety protection until a permanent solution is achieved.

If life safety code deficiencies occur or are identified by any source or the requirements of the current Life Safety Code are not being met, interim life safety measures (ILSM) must be implemented to the extent necessary to compensate for these deficient elements predicated on magnitude, severity, extent and duration before corrective actions are completed. Generally, any minor life safety code deficiency that could be corrected within 45 days that is confined to a single smoke compartment or fire zone will not merit declaring hospital wide Interim life safety measures but would require reduction in flammable and combustible loads in the affected smoke compartment or zone.

Assessment and implementation of ILSM's shall be preformed upon the discovery of any life safety code deficiency whether it be through pre-construction annalist, life safety surveillance rounds or unanticipated fire safety systems failure and must be continuously enforced until the deficiency is mitigated.

Any impairment or shutdown of a fire sprinkler zone or fire alarm system zone for a period of 4 hours or longer in a 24 hour period will require implementation of Interim Life Safety measures as defined in procedures below.

The level of life safety at our facilities is defined through requirements directed at the:

- prevention of ignition
- detection of fire
- control of fire development
- confinement of the effects of fire
- extinguishment of fire
- provision of refuge and/or evacuation facilities
- staff reaction
- provision of fire safety information to occupants

II. SAFETY REQUIREMENTS

Whenever life safety code deficiencies affect any level of life safety and compromises the ability to protect patients, visitors, and associates (because of disruption of service, interruption of normal operations, the presence of hazards, or the violation of the integrity of life safety measures), it will become necessary to implement the ILSM's.

III. PROCEDURES

1- The following procedures will be undertaken, as necessary, to accomplish satisfactory life safety protection as they relate to life safety code deficiencies:

- A. Ensure that all exits are clearly identified and fully accessible.
- B. Ensure that there is clear and identified access to emergency services. Vehicles, materials, etc. should not block access routes.
- C. Provide alternate protection when fire protection system is disabled. Direct attention to providing an alternate system while the primary system is off-line. This includes scheduled maintenance, upgrading or additions of system coverage, and disabling systems to allow maintenance to be completed on other systems (i.e., hot work) within scheduled time frames. Notify Security and Fire Safety, and establish a fire watch.
- D. Ensure that fire alarm, detection, and suppression systems are not impaired. A temporary equivalent system shall be used if the system is impaired. The temporary systems must be tested monthly.
- E. Ensure that temporary construction partitions are smoke-tight and noncombustible. Post adequate signage to discourage casual observers from opening or entering partitions.
- F. Provide additional fire extinguishing equipment, as well as personnel trained in its use.
- G. Prohibit smoking in, and adjacent to, all construction areas.
- H. Maintain an orderly and clean construction sites.
- I. Conduct a minimum of two documented fire drills per shift per quarter in the construction zone and areas adjacent to the construction zone. Make a regular report to the Safety Committee, confirming and evaluating the drills.
- J. See that hazard surveillance inspections of the site are increased in frequency and documented. Pay attention to evacuation routes, construction areas, storage, office/lunch areas, and fuel storage.
- K. Inform staff whenever the safety of adjacent areas is compromised because of construction. Identify alternate exit routes.
- L. Conduct facility-wide education programs to explain ILSMs and current life safety deficiencies.
- M. Restrict the construction sites from all but authorized staff. Put adequate signs in place.
- N. Provide alternate access for public and emergency traffic whenever disruption in normal traffic access occurs.

- O. Ensure that the policy and procedures for clearing roads and pathways (from snow, etc.) are followed.
- P. Ensure that proper notification is made to the East Meadow Fire Department if any ILSM is in effect.
- Q. Apprise Administration, through Safety Committee quarterly reports, of the status of life safety during the projects.
- R. Inform construction workers of egress routes.
- S. Adhere to applicable policies and procedures to maintain effective storage, housekeeping, and debris removal to reduce collection of combustibles in Construction areas.
- T. Train staff whenever fire zones are altered in regard to new or different ILSM'S relating to changed compartmentalization and fire safety.
- U. Have the Safety Officer conduct/coordinate ILSM'S where necessary.
- V. Daily surveillance (check list) including times such as holidays and weekends.

2- Fire Sprinkler Shutdown

- 1. The contractor will forward a completed *Shutdown Request Form* to the Project Representative or designee, at least 72 hours in advance of any planned Fire Sprinkler System shut down.
- 2. The following precautions will be taken before, during and after the impairment of the Fire Sprinkler System

A. Before the impairment

- 1. The Project Representative or designee verifies that there will be only one planned impairment at a time.
- 2. The Project Representative or designee will notify Department Managers and East Meadow Fire Department of any affected areas where the fire protection will be impaired and documented.
- 3. Fire response team will be established by the Project Representative or designee.
- 4. The Contractor will assure that emergency access to the facility will not be impaired and the area is maintained.
- 5. The Project Representative or designee will verify that all other fire protection equipment is in normal operation.
- 6. The Contractor or designee will have all materials, tools and manpower ready when protection is shut off so that the job can be completed as swiftly as possible.
- 7. The Project Representative or designee will complete required documentation and notify the insurance company of the place and time of the scheduled shut down.

B. During the impairment (In the area of impairment)

- 1. The Contractor(s) or designee will stop all hazardous operations.
- 2. The Contractor(s) will prohibit the use or processing of flammable or combustible liquids.
- 3. The Contractor(s) will prohibit cutting, welding or other hot work.

4. The Contractor(s) will strictly enforce "No Smoking" policy.
5. The Contractor(s) or designee will maintain continuous fire watch patrols as per Fire Watch Protocol - Attachment A
6. The Contractor(s) or designee will keep all fire doors closed within the affected area whenever possible.
7. The Contractor(s) will insure that an adequate supply of portable extinguishing equipment is available.
8. The Contractor(s) or designee will attach a shut off tag to each shut valve or impaired equipment.
9. The Contractor(s) or designee will insure that the work continues until protection is restored.

C. After the impairment

1. The Contractor(s) will verify that full protection has been restored.
2. The Project Representative or designee will notify restoration of the system to the Department Managers of the affected areas, local Fire Department and the insurance company.

3- Fire Alarm Zone Shut down

1. Before fire-warning systems are taken out of service, plans are instituted to compensate.
2. Temporary systems must be inspected and tested monthly. If needed, provide additional firefighting equipment and train staff personnel in their use.
3. If the Fire Alarm System or component thereof is to be shut down for repairs, maintenance or new construction the following procedure will be followed:
 - a) Fire Safety personnel upon notification by the Contractor or designee will deactivate fire alarm zone in the construction area to prevent any false alarms. At the end of the shift Facilities Services personnel will reactivate the fire alarm zone upon notification by the Contractor or designee.
 - b) Smoke heads will be covered before daily construction activities begin, and the covers will be removed at the end of the day. It's the responsibility of the Contractor to insure that the smoke heads are uncovered before the end of the shift. Facilities will ensure that the zone is active and operational.
 - c) Any false fire alarms caused by the failure of the Contractor to follow the above procedures will result in financial penalties.
 - d) If a shutdown is greater than 4 hours the Contractor will institute a fire watch per Fire Watch protocol below.

4- Fire/Smoke Barrier Penetrations

1. All fire/smoke walls, floor and ceiling penetrations will be properly protected using NUMC approved methods and materials.
2. Any penetrations to a rated wall, floor or ceiling will require the contractor to submit a Fire and Smoke Barrier Penetration Permit Request to the Project Representative or designee.
3. Repair of penetrations remains the responsibility of the contractor who must insure that fire and smoke protection is maintained at all times during all phases of the project.
4. All penetrations that pass through a fire/smoke barrier shall be protected using an approved UL listed fire smoke barrier material installed according to manufacturers specifications.
5. When the penetrating item uses a sleeve to penetrate the fire/smoke barrier, the sleeve shall be solidly set in the fire/smoke barrier and the space between the item and sleeve

shall be filled with an approved UL listed fire/smoke barrier material capable of maintaining the fire resistance of the fire barrier.

6. Insulation and coverings for pipes and ducts shall not pass through the fire barrier unless the material is capable of maintaining the fire resistance of the fire barrier.

7. The contractor or designee will notify the Project Representative and or Fire Safety Officer when repairs are completed and integrity of the barrier is restored for final inspection.

8. Consult fire barrier manufacturer for specific requirements

5- Life Safety Failures

1. In the event that a failure of the fire alarm system, smoke detection system, water or power supply systems, or sprinkler system, the following actions will be implemented immediately.

2. Emergency repairs will be implemented immediately.

3. Initiate notification protocol to the following persons and / or agencies:

- a. Facilities Services Manager,
- b. Hospital Administrator,
- c. Local Fire Department,
- d. Nassau County Fire Marshal's Office
- e. Insurance Carrier,
- f. Risk Manager
- g. Safety Officer/Public Safety Director.

4. Implement a fire watch per Fire Watch Protocol.

5. After the system has been restored, notify all agencies having jurisdiction, insurance carrier and department managers.

6- Fire Watch Protocol

Purpose:

The purpose of the Fire Watch is to perform inspections of a protected facility at specific intervals while fire alarm or sprinkler system is non-functional due to failure or is anticipated be partially removed from service for a period in excess of 4 hours in a 24 hour period due to construction activity. Partial removal from service will constitute the removal of a complete protection zone or the removal of protection from an entire smoke compartment or fire zone or an entire floor. Deactivation of some devices (smoke detectors, etc.) within a zone to facilitate construction work progress without causing false alarms will not be considered removal from service but rather, be considered limited deactivation not requiring a fire watch.

Procedure:

In the event of a failure of the fire alarm or sprinkler system, the Fire Safety Director will initiate a "fire watch." If the Fire Safety Director is not in the facility, the Director of Public Safety will initiate the "fire watch" as follows:

1. Protective Services, Facility Services, or specific designated and trained personnel will be responsible for carrying out the "fire watch". (Note: only persons trained in adequate and proper fire safety procedures shall be assigned, and this shall be their only responsibility). The "fire watch" person(s) will carry a portable two-way radio to communicate with the Public Safety Desk Officer on each shift.
2. The "fire watch person(s) will conduct an inspection of affected area every 30 minutes. This tour will include checking each room, office, closet, storage, common area and mechanical room for signs of smoke, fire smoke or fire hazards.

- a) Continuous announcements will be made to staff reminding them that the fire alarm or sprinkler system is not working. Staff should be more aware of their areas and be alert.
- b) In the event a fire watch person or any other person discovers a fire in progress or smoke indicating fire, they will notify the Public Safety Desk Officer and report the fire. The "fire watch" will stay at the scene and try to contain and or extinguish the fire.
- c) When the Public Safety Desk Officer is notified of a fire in the building they will immediately notify the East Meadow Fire Department by the direct phone line. By using the fire alarm address system "**CODE RED- location of the fire**" (**3 times**), "**This is not a drill**" will be announced.
- d) The Nursing Supervisor will ensure the RACE Procedure is followed. Specific attention must be paid to evacuating EVERYONE from the smoke compartment where the fire is being contained.
- e) The "fire watch" will continue until the fire alarm panel or sprinkler system is restored and tested in the presence of the Fire Safety Director or Facility manager. All agencies having jurisdiction will be notified of the stand down of the fire watch.

IV. RECORD KEEPING

- A. Records shall be maintained in Fire Safety showing the results of hazard surveillance inspections and construction site inspections. These records shall include:
 1. Date of inspection
 2. Inspector's name
 3. Discrepancies noted during inspection
 4. Corrective actions accomplished

- B. The following records will also be maintained in the construction management's office:
 1. Fire drill evaluation forms
 2. Egress route inspections (documented on hazard surveillance form)
 3. Daily surveillance (check list)

Reviewed: 1/04
Reviewed: 1/06
Reviewed: 1/07
Reviewed: 1/08
Revised: 1/08
Revised: 1/09
Revised: 1/10
Revised: 1/11
Revised: 1/12

**HAZARD SURVEILLANCE and EGRESS ROUTES SURVEY
DURING
INTERIM LIFE SAFETY MEASURES (ILSM)**

Date: / /

Inspector: _____

Project Area: _____

FUNCTION	SATISFACTORY	NOT SATISFACTORY	NOT APPLICABLE	COMMENT
I. Environmental Controls				
Dropped articles				
Spills (water, other)				
Clean environment				
Floor condition				
Doors propped open				
Storage areas orderly				
Fire extinguisher available				
II. Electrical/Equipment				
Condition of switches				
Condition of receptacles				
Electrical safety checks				
Clutter				
Faulty carts, chairs, etc.				
III. Alert/Alarms				
Pull boxes unobstructed				
Warning signage clear				
MSDS available				
Emergency preparedness				
Fire protection functional				

FUNCTION	SATISFACTORY	NOT SATISFACTORY	NOT APPLICABLE	COMMENT
IV. Staff Behavior				
Demonstrate proper safety				
Familiar with all provisions				
Contractors familiar with egress				
V. Life Safety Measures				
Egress routes clear				
Corridors clear of obstructions				
Access to Emergency Department				
Temporary partitions in place				
Construction site restricted				
Governing Board advised				
Construction site clean, orderly				
Fire protection doubled				
Alternate access for public				

COMMENTS:

CORRECTIVE ACTION REQUIRED:

CORRECTIVE ACTION COMPLETED BY:

DATE COMPLETED: ___/___/___

**Nassau Health Care Corporation
Minority/Woman-Owned Business Initiative
Construction Contracts**

Nassau Health Care Corporation (NHCC) also known as the NuHealth System, includes Nassau University Medical Center in East Meadow, A. Holly Patterson Extended Care Facility in Uniondale, and various Community Health practices. NHCC affirms its commitment to the participation of minority and women-owned business enterprises in all areas of the corporation's procurement of goods, services, and construction – to the fullest extent authorized by law and as required by Article 15-A of the New York State Executive Law.

NHCC is committed to enhancing the participation of minority and women-owned businesses by complying with Article 15-A, *Participation by Minority Group Members and Women with Respect to State Contracts* and cooperating with Empire State Development's Division of Minority and Women's Business Development.

NHCC requires its general contractors to assist us with our goals of M/WBE participation and requires that the attached form be submitted as part of the formal sealed bid process and that its general contractors continue to update and work towards those goals.

For the successful bidder, that also entails reporting on M/WBE sub-contracts via the monthly submittals of pay requisitions, as well as submitting quarterly reports. These reports are due April 1st, July 1st, Sept. 1st and Jan. 1st of every year during the life of any contract with NHCC. Details as to how to submit these reports will be made available to the successful Bidder during the project kick-off meeting.

Bidders may consult the website indicated below for assistance in finding sub-suppliers who are certified in New York State:

<http://www.esd.ny.gov/MWBE.html>

In case Bidder's sub-suppliers are not certified in New York State, Bidders are requested to avail themselves of the NHCC Purchasing Dept's. support with the certification process. Your initial contact should be made with Karin Waslo, Technical Coordinator of Purchasing, who can be reached at by phone at (516) 572 6035, and via email at kwasio@numc.edu.

Encl. NHCC Contractor M/WBE Utilization Plan (4 pages)

NASSAU HEALTH CARE CORPORATION
Contractor M/WBE Utilization Plan

Part 1: General Information

Bidder/Contractor Name:	_____
Address (Street, City, Zip Code):	_____
Authorized Representative:	_____
Authorized Signature:	_____
Bid/Contract #:	_____
Project Name:	_____

NASSAU HEALTH CARE CORPORATION
Contractor M/WBE Utilization Plan

Part 2: Projected Minority/Woman-Owned Business Utilization by Category

Total Value of Bid/Contract:		_____	_____
a. Total Minority Business Subcontracting (in \$): _____ in Percentage (%): _____			
1. Commodities (C) in \$:	_____	in Percentage (%):	_____
2. Service/Consultants (S/C) in \$	_____	in Percentage (%):	_____
3. Construction (CN) in \$:	_____	in Percentage (%):	_____
4. Construction Consultants (CC) in \$:	_____	in Percentage (%):	_____
b. Total Women Business Subcontracting i \$: _____ in Percentage (%): _____			
1. Commodities (C) in \$:	_____	in Percentage (%):	_____
2. Service/Consultants (S/C) in \$:	_____	in Percentage (%):	_____
3. Construction (CN) in \$:	_____	in Percentage (%):	_____
4. Construction Consultants (CC) i \$:	_____	in Percentage (%):	_____
c. Total Combined M/W Business Subcontracting in \$: _____		in Percentage (%)	_____

NASSAU HEALTH CARE CORPORATION

Contractor M/WBE Utilization Plan

Part 3: Actual M/WBE Information (use additional sheets as necessary)

<p>Name: _____</p> <p>Address: _____</p> <p>City, State, Zip: _____</p> <p>Contact Name: _____</p> <p>Contact Phone: _____</p> <p>FEDERAL ID#: _____</p> <p>Date of New York State Certification: _____</p> <p>Minority or Woman-Owned? _____</p>	<p>Type of Work: CC - Commodities _____ SC - Service/Consultant _____ CN - Construction _____ CC - Construction Consultant _____</p> <p>Contract Info: Value: _____</p> <p>Award Date: _____</p> <p>Start Date: _____</p> <p>Completion Date: _____</p>
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<p>Name: _____</p> <p>Address: _____</p> <p>City, State, Zip: _____</p> <p>Contact Name: _____</p> <p>Contact Phone: _____</p> <p>FEDERAL ID#: _____</p> <p>Date of New York State Certification: _____</p> <p>Minority or Woman-Owned? _____</p>	<p>Type of Work: CC - Commodities _____ SC - Service/Consultant _____ CN - Construction _____ CC - Construction Consultant _____</p> <p>Contract Info: Value: _____</p> <p>Award Date: _____</p> <p>Start Date: _____</p> <p>Completion Date: _____</p>
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NASSAU HEALTH CARE CORPORATION
Contractor M/WBE Utilization Plan

Name: _____	Type of Work: CC - Commodities _____ SC - Service/Consultant _____ CN - Construction _____ CC - Construction Consultant _____
Address: _____	
City, State, Zip: _____	
Contact Name: _____	Contract Info: Value: _____
Contact Phone: _____	Award Date: _____
FEDERAL ID#: _____	Start Date: _____
Date of New York State Certification: _____	Completion Date: _____
Minority or Woman-Owned? _____	

Name: _____	Type of Work: CC - Commodities _____ SC - Service/Consultant _____ CN - Construction _____ CC - Construction Consultant _____
Address: _____	
City, State, Zip: _____	
Contact Name: _____	Contract Info: Value: _____
Contact Phone: _____	Award Date: _____
FEDERAL ID#: _____	Start Date: _____
Date of New York State Certification: _____	Completion Date: _____
Minority or Woman-Owned? _____	

OFFICE OF MINORITY AFFAIRS
NASSAU COUNTY

August 26, 2005

Minority and Women-owned Business Enterprise Rules

Section 1. Statement of purpose and intent.

The purpose of these rules is to ensure that Nassau County promotes and provides full and fair opportunities for minority and women-owned business enterprises to compete for and participate in the many business opportunities provided through Nassau County contracts and to ensure that equal employment practices are enforced by all County contractors. They are also designed to ensure that County agencies track the utilization of minority and women-owned business enterprises as contractors and subcontractors on County contracts in order to measure the need for continued or further remedial measures.

Section 2. Scope.

These rules apply to all County contracts and purchase orders in excess of \$100,000 providing for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon, and any other procurement of goods or services in excess of \$25,000. Where these rules refer to subcontracts, they shall apply to all subcontracts, regardless of dollar value, issued for work under any contract that falls within the scope of these rules. The provisions of these rules requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-municipal agreements.

Section 3. Aspirational goals.

Consistent with the availability of minority and women-owned business enterprises (M/WBEs) and the participation goals recommended in MGT of America's consultant report¹ based on such availability, the following percentages are aspirational goals for utilization of certified M/WBEs on the following types of Nassau County contracts and subcontracts thereunder:

Construction -	Professional Services ² -
African/Black American firms: 6%	African/Black American firms: 2%
Hispanic American firms: 5%	Hispanic American firms: 1%
Asian American firms: 2%	Asian American firms: 2%
Native American firms: .5%	Women-owned firms: 16%
Women-owned firms: 16%	
Other services -	Purchases-
African/Black American firms: 6%	African/Black American firms: 3%
Hispanic American firms: 2%	Hispanic American firms: 2%
Asian American firms: 1%	Asian American firms: 2%
Native American firms: .5%	Native American firms: .5%
Women-owned firms: 9%	Women-owned firms: 9%

Progress towards reaching such aspirational goals shall be measured by tracking and evaluating the overall percentage of contract dollars received by the above categories of M/WBEs as contractors and subcontractors on County contracts on an annual basis. It is recognized that aspirational goals specific to the particular types of work undertaken by the County (e.g. public works road reconstruction work) are optimal and these aspirational goals will be adjusted when such information is available.

Section 4. Certification Process.

1. The Executive Director may certify a business as a minority-owned business upon submission of evidence that a business enterprise including a sole proprietorship,

¹ MGT of America is a management consultant company that worked with the Nassau County Minority Affairs Office to study the availability and utilization of minorities as contractors and subcontractors on Nassau County contracts.

² No aspirational goals are set forth for the utilization of Native American firms on professional service contracts because the data gathered by MGT does not support a finding of underutilization of Native American firms.

partnership or corporation, other than a not-for-profit corporation, is: (a) at least fifty-one percent owned by one or more minority group members; and (b) an enterprise in which minority ownership is real, substantial and continuing; and (c) an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and (d) an enterprise authorized to do business in this state and is independently owned and operated.

2. The Executive Director may certify a business as a women-owned business upon submission of evidence that a business enterprise including a sole proprietorship, partnership or corporation, other than a not-for-profit corporation, is: (a) at least fifty-one percent owned by one or more women; and (b) an enterprise in which minority ownership is real, substantial and continuing; and (c) an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and (d) an enterprise authorized to do business in this state and is independently owned and operated.
3. The Executive Director may also certify M/WBEs based on existing M/WBE Certification from the State of New York and its certifying entities, and any other governmental entity or public authority that has an M/WBE certification program with standards comparable to that of Nassau County. The final determination of whether an M/WBE certification program has standards comparable to that of Nassau County shall be made by the Executive Director. Certification as a Disadvantaged or Small Business Enterprise shall not qualify a vendor for M/WBE status in Nassau County. The Executive Director may certify pursuant to this paragraph upon request of any business enterprise for certification based upon an existing certification. In addition, the Executive Director may certify pursuant to this paragraph on his own initiative, after providing notice to any such firms that he intends to so certify and offering them the opportunity to decline such certification. Notwithstanding certification by the State or other entity, the Executive Director may decline or revoke Nassau County certification based on his own findings.
4. Following application for certification pursuant to this section, the Executive Director shall provide the applicant with written notice of the status of the application, including notice of any outstanding deficiencies, within thirty days. Within sixty days of submission of a final completed application, the Executive Director shall provide the applicant with written notice of a determination approving

or denying such certification and, in the event of a denial a statement setting forth the reasons therefor.

5. Upon a determination denying or revoking certification, the business enterprise, upon written request made within thirty days from receipt of notice of such determination, shall be entitled to a hearing before an independent hearing officer designated for such purpose by the Executive Director. In the event that a request for a hearing is not made within such thirty-day period, such determination shall be deemed to be final. The independent hearing officer shall conduct a hearing and upon the conclusion of the hearing, issue a written recommendation to the Executive Director to affirm, reverse or modify the determination. Such written recommendation shall be issued to the parties. The Director, within thirty days shall, by order, accept, reject or modify such recommendation of the hearing officer and set forth in writing the reasons therefore. The Director shall serve a copy of such order and reasons therefor upon the business enterprise by personal service or certified mail return receipt requested.
6. The Executive Director shall compile a master list of all certified M/WBEs ("master M/WBE vendor list"), categorized by type of business (personal services, construction, equipment and supplies, or other services) and shall make that list available to all County departments and to contractors upon request.

Section 5. Contracting requirements for County agencies.

Contracting agencies, under the supervision of the Deputy County Executives and with the assistance of the Executive Director, shall seek to reach the aspirational goals set forth in these rules by vigorously encouraging M/WBE prime contractor and subcontractor participation, as follows:

1. Every County Contract shall contain a provision prohibiting discrimination by contractors and all subcontractors based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, and gender identity.
2. Prior to or contemporaneously with issuing bid specifications, an RFP or other solicitation for a County contract, and prior to purchasing off a State contract, the contracting agency shall meet with or send information to the Executive Director describing the project. In addition, the Executive Director may work with specific

- contracting agencies to establish more detailed protocols for notification and review.
3. Bids and Requests for Proposals (RFPs) must be posted on the County website and sent to the Office of Minority Affairs for posting on its website. In addition, sealed bids and RFPs must be sent to all certified M/WBE vendors identified by the Office of Minority Affairs as providing the goods or services sought. When neither competitive sealed bids nor RFPs are utilized, agencies must make good faith efforts to solicit quotes from at least two certified M/WBEs to the extent that two certified M/WBEs exist for the type of work needed. The DCE with oversight responsibility for the contracting agency shall determine if the provisions of this paragraph have been satisfied.
 4. A requirement to use best efforts to utilize certified M/WBEs as subcontractors shall become a part of any contract awarded by the County. The contract shall provide that failure to make such efforts will be deemed as noncompliance with the contract and may result in a breach of the contract. Contract language shall also require contractors to notify and receive approval from the Department Head prior to enter into an agreement with a subcontractor to perform any part of the County contract.
 5. Pre-bid and pre-construction meetings on County contracts shall specifically reference the requirements on County contractors to use best efforts to engage M/WBE subcontractors.
 6. When the contracting agency and the Executive Director fail to agree on the application of these rules to a specific contract or subcontract approval, the Deputy County Executive with oversight responsibility for the contracting agency shall make the final determination on how to proceed.
 7. Each contracting agency shall cooperate with the Executive Director and the Department of Information Technology to track the number and dollar amounts of contracts and subcontracts awarded to M/WBEs and the total number and dollar amounts of contracts and subcontracts awarded to all vendors. These rules do not require the tracking of expenditures of County dollars by not-for-profit corporations or by other municipalities.

Section 6. Requirements for County Contractors

1. County contractors are required to make best efforts to obtain M/WBE participation in subcontracts.
2. Contractors are required to get authorization from the Department Head prior to subcontracting any work and, at the time of such request for authorization, must submit a signed "best efforts checklist", to be provided by the Executive Director, affirming that it has made best efforts to obtain M/WBE participation.
3. In the case of projects under the supervision of the Department of Public Works, in addition to the signed "best efforts checklist" required by subdivision 2 of this section, contractors will be required to submit a utilization plan listing all proposed subcontractors so that, to the greatest extent feasible, all subcontractors will be approved prior to commencing work. Any additions or changes to subcontractors approved under the utilization plan must be approved by the Commissioner. A copy of the utilization plan and any additions or changes thereto shall be submitted by the contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
4. At any time after subcontractor approval has been requested and prior to being granted, the contracting agency may require the contractor to submit documentation, as described in paragraphs (a) through (g) of subdivision 5 of this section, to demonstrate that it employed best efforts to obtain M/WBE participation. In addition, the contracting agency may require the contractor to submit such documentation at any time after subcontractor approval when the contracting agency has reasonable cause to believe that the "best efforts checklist" may have been inaccurate. Within ten (10) working days of any such request by the contracting agency, the contractor must submit such documentation.
5. Best efforts include the following, provided that equivalent efforts may be approved by the Executive Director:
 - a. In any written advertisements and solicitations for subcontractors, the Contractor must specifically indicate its interest in receiving bids from M/WBEs and the requirement that subcontractors be equal opportunity employers. In addition, subcontracting opportunities must be advertised in at least two minority, trade or union publications, to be recommended by the Executive Director, in addition to publications of general circulation in Nassau County and surrounding areas or, where the Contractor has chosen not to publicly advertise for subcontractors, bids must be solicited by

telephone, e-mail, facsimile or otherwise, from at least three certified M/WBEs whom the contractor reasonably believes might have the qualifications to do the work. Documentation shall include copies of any public advertisement and a list of the date(s) and names of the publications in which such advertisements appeared. If direct solicitation is used in the alternative to public advertisement, copies of e-mails, facsimile transmission reports, telephone logs or a prime contractor's affidavit detailing time and dates of communication shall be required as part of the documentation.

- b. The contractor is required to provide reasonable time, to the extent feasible given the timeframe of the County contract, for M/WBE subcontractors to respond to bid opportunities according to industry norms and standards. An outline of the schedule/time frame used to solicit and obtain bids from M/WBEs must be included with the best effort documentation.
- c. The contractor must have communication with potential M/WBE subcontractors who have previously expressed interest in the specific project. Thus, when a potential M/WBE subcontractor has, at any point prior to subcontract award, expressed an interest to the contractor in doing work under a particular contract, or when a County officer has indicated to the contractor that an M/WBE subcontractor has expressed an interest in doing work on the contract, the contractor must make follow-up telephone calls or have other communication, such as a personal letter or e-mail encouraging such participation. Telephone logs or copies of e-mails indicating such action, or affidavit detailing time and dates of communication, must be included with the best effort documentation.
- d. M/WBE subcontractors must be allowed to review bid specifications, contract drawings and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documented costs incurred by the prime contractor that are passed onto the M/WBE. If costs are imposed on the

subcontractor, a statement detailing costs must be included with the best effort documentation.

- e. Negotiations must be held in good faith with interested M/WBEs, and M/WBEs may not be rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance or (3) other legal requirements. The basis for rejecting any M/WBE deemed unqualified by the prime contractor shall be included in the best effort documentation. If an M/WBE is rejected on the basis of cost, the contractor must provide copies or information detailing the cost proposals.
- f. Contractors may not place unreasonable conditions of performance within the scope of work or otherwise impose artificial barriers to M/WBE subcontractor participation. Upon request for best effort documentation, the contractor shall submit a copy of the scope of work and a list of all other conditions of performance.
- g. Contractors may include any other type of documentation they feel necessary to further demonstrate their best efforts.

6. The requirements of this section apply to both M/WBE and non-M/WBE prime contractors.

Section 7. Enforcement

Upon receipt by the Executive Director of a complaint from a contracting agency that a contractor has failed to comply with the provisions of LL14 of 2002, the provisions of these rules or any contractual provisions included in furtherance of LL14 of 2002 or pursuant to these rules, the Director shall attempt to resolve the matter. If efforts to resolve the matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days of the receipt of the complaint, to the American Arbitration Association for proceeding thereon. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his or her recommendations regarding the imposition of sanctions, fines or penalties. The Director shall either (a) adopt the recommendation of the arbitrator; or (b) determine that no sanctions, fines or penalties should be imposed; or (c) modify the recommendation of

the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Director, within ten days of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules.

In addition, failure to comply with section 6 of these rules, as finally determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Section 8. Definitions

For purposes of these rules, the following definitions shall apply:

1. Contract – a written agreement or purchase order in excess of \$100,000 providing for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon, or any other procurement of goods or services in excess of \$25,000 but shall not include agreements with the state, municipalities or other public entities.
2. Contracting agency- the agency of the County on behalf of which a contract has been or will be entered; provided, however, that for contracts or purchase orders in relation to which a bid is conducted by the Department of Purchasing, the contracting agency shall be the Department of Purchasing and for contracts or purchase orders in relation to which a bid is conducted by the Department of Public Works, the contracting agency shall be the Department of Public Works.
3. Department Head – the Commissioner, Director or head of the contracting agency.
4. Executive Director – the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall also include a designee of the Executive Director except in the case of final determinations issued pursuant to section 4 or section 7 of these rules.
5. Minority Group Member – an individual who is a citizen of the United States or a lawfully admitted permanent resident and who is a(n):

- a. African/Black American – A person having origins in any of the black racial groups of Africa;
 - b. Hispanic American – A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese cultures or origins, regardless of race);
 - c. Asian American – A person having origins in the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands; or
 - d. Native American – A person having origins in any of the original peoples of North America who maintains cultural identification through tribal affiliation or community recognition.
6. Other Services – any service that is not professional or construction related. Examples include, but are not limited to: maintenance services, janitorial services, lawn services, employment services, and printing services. The provision of goods is not a service.
 7. Professional Services – any service provided by a person or firm that is of a professional nature, requiring special licensing; educational degrees; or unusual or highly specialized expertise. Examples include, but are not limited to: Architectural/Engineering Services, Financial Services, Legal Services, Medical Services and Advertising/Marketing Services, etc.
 8. Prime Contractor – a person or firm who will manage and be responsible for an entire contracted project.
 9. Subcontractor – a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Section 9. Severability

If any section of this title or the application thereof to any person or circumstances shall be adjudged invalid by a court of competent jurisdiction, such order or judgment shall

be confined to its operation to the controversy in which it was rendered, and shall not affect or invalidate any other provision or any section or the application of any part thereof to any other person or circumstances, and to this end, the provisions of each section of this title shall be deemed to be severable.

Section 10. Effective date

These rules shall take effect on October 3, 2005 and shall apply to all contracts resulting from bid specifications or solicitations issued after such date. Prior to March 31, 2007, the Executive Director, with the assistance of the contracting agencies and the Department of Information Technology, shall assess the 2005 and 2006 percentage utilization of certified M/WBEs on County contracts and subcontracts. The Executive Director shall thereafter consider whether amendments to the rules are necessary in light of such assessment. The rules shall continue to be reviewed by March 31 of each year thereafter and contract-specific numerical goals for utilization of subcontractors may be added to these rules if information shows persistent underutilization of minorities. Except for the tracking of information, these rules shall be discontinued when the Executive Director determines that M/WBE utilization substantially meets the aspirational goals set forth herein.

Dated:

Signed:

John Moye
Executive Director
Office of Minority Affairs

PURCHASE ORDER



Nassau University Medical Center
A PUBLIC BENEFIT CORPORATION OF THE STATE OF NEW YORK
2201 HEMPSTEAD TURNPIKE, EAST MEADOW, NEW YORK 11554

The following Purchase Order ID number **MUST** appear on all packages, invoices, claims and correspondence

NASSAU HEALTH CARE CORPORATION

Purchase Order: 2157341

ORIGINAL

Req:
Page: 1 of 5
Date: 07/19/2016

SHIP TERMS: FOB Destination
SHIP VIA:

FREIGHT: PREPAID/ADD FGT

VENDOR: 362596612-7

SHIP TO:

MEDLINE INDUSTRIES
ONE MEDLINE PLACE
MUNDELEIN IL 60060

NASSAU UNIV MEDICAL CENTER
2201 HEMPSTEAD TURNPIKE
EAST MEADOW NY 11554
USA

CONTACT:
PHONE:
FAX:

REQUESTER LOC: NUMC Pharmacy
REQUESTER:
BUYER: KEITH HALOP
PHONE: 516 296-2652
FAX:

PAYMENT TERMS
NET 30

ACCOUNT NUMBER

Deliver on July 20, 2016 unless specified by line


*****IMPORTANT SHIPPING INFORMATION*****

If shipping charges contractually apply, ship Bill 3rd Party via FedEx Account # 3768-5985-1, FOB Destination. Insert our PO# in recipient 2nd address field. If combined shipping weight exceeds 150 lbs, call 888-457-5851 for carrier instructions prior to shipping.

Purchase Order Currency: US DOLLARS
Invoice by mail
Process Level: 20

NUMC CONTACT: JOHN LIN 516-572-5011
PHARMACY
ACCT# 1014885/1599664 (PHARMACY)
CONFIRMATION BY PHONE TO JANET CAPESIUS
DELIVERY TOMORROW'S TRUCK
ORDER REF# 451716431

***** CONTINUED *****

EXCISE AND SALES TAXES: 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 VENDOR WHEN SUBMITTING CLAIM FOR PAYMENT.	
IMPORTANT: READ CONDITIONS ON BACK HEREOF.	AUTHORIZED PURCHASING OFFICER
IF YOU CANNOT DELIVER ON DATE SPECIFIED, NOTIFY DEPARTMENT OF PURCHASING AT ONCE.	
WHEN COMPLETE SHIPMENT IS MADE, MAIL YOUR INVOICE ITEMIZING ALL CHARGES TO: INITIATING DEPARTMENT	DELIVERY MUST BE MADE WITHIN DOORS OF SPECIFIED DESTINATION

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Purchase Order: 2157341

ORIGINAL

Req: 2 of 5
 Page: 2 of 5
 Date: 07/19/2016

LINE	ITEM NUMBER DESCRIPTION	QUANTITY	PRICE	EXTENDED AMOUNT
1	82002299 SOLUTION,SODIUM CHLOR, INJ,0.9 07983-09 Deliver To: PHARMACY Requesting Location: 21680 100.0000 CS Req Comp: 0001 Mfg Nbr: ABB079830939 Item Detail: 82002299 MEDLINE #ABB079830939	100.0000	CS \$55.49	\$5,549.00
2	82002304 SOLUTION,DEXTROSE,5%,LIFECARE, 07922-02 Deliver To: PHARMACY Requesting Location: 21680 10.0000 CS Req Comp: 0001 Mfg Nbr: ABB079220262 Item Detail: 82002304 MEDLINE #ABB079220262	10.0000	CS \$110.97	\$1,109.70
3	82002306 SOLUTION,SODIUM CHLOR, INJ,0.9 07983-03 Deliver To: PHARMACY Requesting Location: 21680 10.0000 CS Req Comp: 0001 Mfg Nbr: ABB079830334 Item Detail: 82002306 MEDLINE #ABB079830334	10.0000	CS \$110.97	\$1,109.70
4	82002312 SOLUTION,SODIUM CHLORIDE,0.9%, 07972-08 Deliver To: PHARMACY Requesting Location: 21680 10.0000 CS Req Comp: 0001 Mfg Nbr: ABB079720808 Item Detail: 82002312 MEDLINE# ABB079720808	10.0000	CS \$21.74	\$217.40

***** CONTINUED *****

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IF YOU CANNOT DELIVER ON DATE SPECIFIED, NOTIFY DEPARTMENT OF PURCHASING AT ONCE.	
WHEN COMPLETE SHIPMENT IS MADE, MAIL YOUR INVOICE ITEMIZING ALL CHARGES TO: INITIATING DEPARTMENT	DELIVERY MUST BE MADE WITHIN DOORS OF SPECIFIED DESTINATION

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Purchase Order: 2157341

ORIGINAL

Req: 3 of 5
 Page: 3 of 5
 Date: 07/19/2016

LINE	ITEM NUMBER DESCRIPTION	QUANTITY	PRICE	EXTENDED AMOUNT
5	82002327 DEXTROSE 5%/0.3% SODIUM CL INJ 0409-7925-03 Deliver To: PHARMACY Requesting Location: 21680 5.0000 CS Req Comp: 0001 Mfg Nbr: 0409-7925-03 Vendor Item Number: 0409-7925-03 Vendor Item Desc: DEXTROSE 5%/0.3% SODIUM CL INJ Item Detail: 82002327 MEDLINE# ABB079250334	5.0000 CS	\$110.97	\$554.85
6	86000610 LACTATED RINGER INJ USP 1000ML 07953-09 Deliver To: PHARMACY Requesting Location: 21680 10.0000 CS Req Comp: 0001 Mfg Cde: HOSI Mfg Nbr: 07953-09 Vendor Item Number: ABL795309 Vendor Item Desc: LACTATED RINGER INJ USP 1000ML Item Detail: 86000610 MEDLINE #ABL795309	10.0000 CS	\$55.49	\$554.90
7	82002316 SOLUTION,KCL 20MEQ,5%DEX/.45%N 07902-09 Deliver To: PHARMACY Requesting Location: 21680 10.0000 CS Req Comp: 0001 Mfg Nbr: ABB079020939 Item Detail: 82002316 MEDLINE #ABB079020939	10.0000 CS	\$22.44	\$224.40

Purchase Order Summary
Order Total:

\$9,319.95

Authority:
 REQ #149684
 J. Lin - ext. 5011
 Pricing as per phone call with Janet Capesius on 7/19/2016.
 Authority: Novation Contract #IV01012, expiration date 9/30/2020
 and NHCC Blanket Order #BPNC20162253.

*****IMPORTANT SHIPPING INFORMATION*****

***** CONTINUED *****

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Req:
 Page: 4 of 5
 Date: 07/19/2016

ITEM NUMBER	DESCRIPTION	QUANTITY	PRICE	EXTENDED AMOUNT
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If shipping charges contractually apply, ship Bill 3rd Party via FedEx Account # 3768-5985-1, FOB Destination. Insert our PO# in recipient 2nd address field. If combined shipping weight exceeds 150 lbs, call 888-457-5851 for carrier instructions prior to shipping.

End of Purchase Order: 2157341

EXCISE AND SALES TAXES: 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 VENDOR WHEN SUBMITTING CLAIM FOR PAYMENT.	
<p align="center">IMPORTANT: READ CONDITIONS ON BACK HEREOF.</p>	<p align="center">AUTHORIZED PURCHASING OFFICER</p>
IF YOU CANNOT DELIVER ON DATE SPECIFIED, NOTIFY DEPARTMENT OF PURCHASING AT ONCE.	<p align="center">DELIVERY MUST BE MADE WITHIN DOORS OF SPECIFIED DESTINATION</p>
<p align="center">WHEN COMPLETE SHIPMENT IS MADE, MAIL YOUR INVOICE ITEMIZING ALL CHARGES TO: INITIATING DEPARTMENT</p>	

GENERAL CONDITIONS GOVERNING THIS ORDER

The vendor ("You") shall furnish the equipment, materials, supplies, software or hardware (collectively, "Items") and perform services in accordance with the prices, delivery terms and all other terms and conditions stated in this order (this "Order"). Nassau Health Care Corporation a/k/a NuHealth ("NHCC") is not responsible for Items delivered or services rendered without authority of its written order.

1. Any of the following acts by You shall constitute acceptance of this Order and all of its terms and conditions: (i) signing and returning a copy of this Order, (ii) delivery of any Items ordered or (iii) commencement of performance by You. Any additional term or condition stated by You shall not be binding on NHCC unless all requisite approvals have been obtained and such term or condition is specifically accepted by NHCC in writing.
2. All Items shipped by freight, express or parcel, must have all charges fully prepaid to point of delivery, unless otherwise arranged for and expressly stated in this Order. Store-Door deliveries are not acceptable. Include itemized packing slips with all shipments or deliveries, which designate the name of the department for which delivery is intended.
3. Invoices must be rendered on the date of complete shipment of all Items on this Order. Separate billing for partial shipments is not allowed unless otherwise arranged for and expressly stated on this Order. Do not over-ship or substitute. Ship exactly as ordered. Invoices must be itemized in detail so that anyone reading same may readily understand the kind, quantity, quality and prices for each Item. Cash discount terms must be indicated on invoice form where applicable.
4. The workmanship, quantities and qualities of Items or services listed on this Order must be to the satisfaction of the NHCC Purchasing Department and all other appropriate NHCC departments. All services rendered and Items received are subject to inspection and acceptance by NHCC. All Items received must be new unless otherwise specified on this Order. If inspection discloses that some of the Items received are not in accordance with specifications or descriptions, NHCC reserves the right to store or return any nonconforming Items at Your sole expense and immediately cancel all or part of this Order. Payment for Items or services on this Order prior to inspection shall not constitute acceptance thereof by NHCC and is without prejudice to any and all claims that NHCC may have against You.
5. You acknowledge and agree that to the extent that there is a dispute between the parties in connection with any part of this Order, NHCC may require that such dispute be resolved to the mutual satisfaction of NHCC and You prior to payment for such disputed Items or services.
6. If You are unable to perform or fill this Order exactly in accordance with the descriptions, units of measure, prices and terms and conditions thereon promptly or within the time specified, You are required to communicate at once with the NHCC Purchasing Department. In case of unreasonable delays, delivery of Items inferior to those specified, or in the case of any other default or breach on Your part, NHCC Purchasing shall have the right, at NHCC's option, to cancel this Order in whole or in part, and NHCC may procure the Items or services from another source(s) and hold You responsible for any excess costs, expenses and damages incurred.
7. You warrant that the Items will be of merchantable quality; will conform to applicable specifications or descriptions; will be free from defects in material and workmanship and will be sufficient and fit for the purposes intended by NHCC. NHCC's approval of a design furnished by You shall not relieve You of Your obligations under this Order. Your warranties, together with service guarantees, shall run to NHCC and its departments, subsidiaries and affiliates.
8. You agree to indemnify and hold harmless NHCC, its officials, agents and employees, from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages arising from or in connection to this order, from the use of the Items or as a result of the services rendered except to the extent that such liabilities are the result of negligence or willful misconduct on the part of NHCC.
9. You agree to indemnify and hold harmless NHCC, its officials, agents and employees, from and against any and all liabilities, losses, costs, expenses (including reasonable attorneys' fees and disbursements) and damages arising out of any third party claims, demands, suits, actions, or proceedings brought against NHCC (collectively, "Claims") to the extent they arise from allegations that the Items or services infringe on any copyright, trademark, or trade secret of any third party, provided that NHCC notifies You of any such Claims. You will have the right to be represented by counsel of Your choice and expense and to participate in the defense of such Claims.
10. This Order may not be amended, assigned, subcontracted or transferred or in any way disposed of or altered by You without the prior written approval thereof from NHCC.
11. You represent and warrant that You are not in arrears to NHCC upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to NHCC, including any obligation perform services for or on behalf of NHCC.
12. You shall comply with any and all applicable Federal, State and local laws and regulations, including, but not limited to those relating to conflicts of interest, identity theft, human rights, and disclosure of information, in connection with its performance under this Order. You are required to keep informed of any and all applicable laws and regulations regarding goods and services, including, without limitation, lien laws, public health laws, general municipal law and commercial laws. Unless otherwise specified in this Order or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Order shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

PURCHASE ORDER



Nassau University Medical Center
A PUBLIC BENEFIT CORPORATION OF THE STATE OF NEW YORK
2201 HEMPSTEAD TURNPIKE, EAST MEADOW, NEW YORK 11554

The following Purchase Order ID number **MUST** appear on all packages, invoices, claims and correspondence

NASSAU HEALTH CARE CORPORATION

Purchase Order: 2157254

ORIGINAL

Req: 1 of 3
Page: 1 of 3
Date: 07/18/2016

SHIP TERMS: FOB Destination
SHIP VIA:

FREIGHT: PREPAID/ADD FGT

VENDOR: 263247371-1

SHIP TO:

ID BADGES UNLIMITED, INC
7547 LOUISE AVE
VAN NUYS CA 91406

NASSAU UNIV MEDICAL CENTER
2201 HEMPSTEAD TURNPIKE
EAST MEADOW NY 11554
USA

CONTACT:
PHONE:
FAX:

REQUESTER LOC: NUMC Laboratory Admin
REQUESTER:
BUYER: KEITH HALOP
PHONE: 516 296-2652
FAX:

PAYMENT TERMS
NET

ACCOUNT NUMBER

Deliver on July 25, 2016 unless specified by line


*****IMPORTANT SHIPPING INFORMATION*****

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Purchase Order Currency: US DOLLARS
Invoice by mail
Process Level: 20

NUMC Contact: Lab Admin
Attn: A. Lui-Pancho (516) 572-8701
Fax to: (818) 881-1084

***** CONTINUED *****

EXCISE AND SALES TAXES: 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 VENDOR WHEN SUBMITTING CLAIM FOR PAYMENT.	
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WHEN COMPLETE SHIPMENT IS MADE, MAIL YOUR INVOICE ITEMIZING ALL CHARGES TO: INITIATING DEPARTMENT	DELIVERY MUST BE MADE WITHIN DOORS OF SPECIFIED DESTINATION

PURCHASE ORDER



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A PUBLIC BENEFIT CORPORATION OF THE STATE OF NEW YORK
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NASSAU HEALTH CARE CORPORATION

Purchase Order: 2157254

ORIGINAL

Req: _____
 Page: 2 of 3
 Date: 07/18/2016

LINE	ITEM NUMBER DESCRIPTION	QUANTITY	PRICE	EXTENDED AMOUNT
1	4852748 REPAIRS Deliver To: LAB ADMIN Requesting Location: 23540 1.0000 EA Req Comp: 0001 Item Detail: 4852748 Includes: Labor - Rapidprint ARC-E #542231 - \$55.00 Labor - Rapidprint ARC-E #542113 - \$55.00 Parts - Advance Push Pawls - Qty 2 - \$58.00 each RAPID-R-Purple Rapidprint/Widmer Ribbon (2/pk) - \$12.00 per pack Total - \$238.00	1 EA	\$238.00	\$238.00
2	48570289 FREIGHT Deliver To: LAB ADMIN Requesting Location: 23540 1.0000 EA Req Comp: 0001 Item Detail: 48570289	1 EA	\$54.50	\$54.50

Purchase Order Summary
Order Total:

\$292.50

Authority:
 Req. #149587
 A. Lui-Pancho - ext. 8701
 Reference vendor quote dated 6/15/2016.

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