

# **Nassau Health Care Corporation**

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

# **New Procurement Law Change**

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

Thank you Mr. Douglas Bruce Technical Coordinator Purchasing Department Nassau University Medical Center Nassau Health Care Corporation





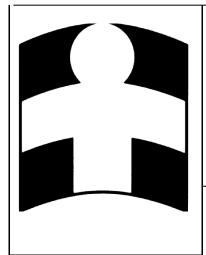
2201 Hempstead Tpke East Meadow NY 11554 Tel: (516)572-0123

#### TO PROSPECTIVE BIDDER:

- ➤ See Clause 42 for Mandatory Instructions Failure to abide by these mandatory instructions may be grounds for disqualification.
- ➤ Sealed bids must be returned to the Nassau University Medical Center's <u>PURCHASING DEPARTMENT</u>, "G" <u>Building</u>, 2<sup>nd</sup> <u>floor by 2:00 P.M.</u> by the date indicated on the bid. Any bid received after 2:00 PM will not be accepted.
- Each response should be in the envelope provided with the bid, or if obtained electronically, in an envelope of your choice. The envelope <u>MUST</u> be sealed and include the <u>BID NUMBER AND YOUR RETURN ADDRESS</u>, clearly inscribed on the outside.
- Figure 1. If you are responding to a bid and replying via special delivery services, (Federal Express, Express Mail, etc.) the mailing MUST indicate "ATTENTION PURCHASING DEPARTMENT", MUST have the BID NUMBER clearly marked on the outside of the package and must arrive at PURCHASING DEPARTMENT, "G" Building, 2<sup>nd</sup> floor by 2:00 P.M. We urge you to mail early to allow yourself plenty of time.
- ➤ In addition to the many Bid Clauses in this Sealed Bid the <u>Additional Bid Clauses</u>

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

Thank you Mr. Douglas Bruce Technical Coordinator Purchasing Department Nassau University Medical Center Nassau Health Care Corporation



# NASSAU HEALTH CARE CORPORATION

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

# **BID NUMBER**

MC 59-02018-5247

BID OPENING DATE February 1, 2018

2:00 P.M.

BUYER Cathy Iacopelli ciacopel@numc.edu

TELEPHONE (516) 572 -6722

**REQUISITION NUMBER** 

153618

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: Electrical Switchgear and High Voltage Maintenance

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

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

CASH DISCOUNT OF \_\_\_\_\_ PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 30 DAYS

CASH DISCOUNT OF \_\_\_\_\_ PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 60 DAYS

CASH DISCOUNT OF PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 90 DAYS

IF NO DISCOUNT IS SHOWN PAYMENT TERMS WILL BE NET 90

DELIVERY TO BE MADE TO:

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

GUARANTEED DELIVERY DATE
\_\_\_\_\_DAYS
AFTER RECEIPT OF ORDER

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

EMPLOYERS FEDERAL TAX IDENTIFICATION NUMBER

NAME OF BIDDER				
ADDRESS				
CITY	STATE	ZIP CODE	TELEPHONE	
SIGNATURE OF AUTHORIZED INDIVIDUAL	_	PRINT OR TYPE NAME OF SIGNER AND TITLE		

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

- 1. Bids on equipment must be standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any party of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
- Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specification.
- 3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
- 4. PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the Nassau Health Care Corporation.
- 5. SURETY In the event that an award is made hereunder, The Director of Purchase, Nassau University Medical Center, (hereinafter known as the Director of Purchase) reserves the right to request successful bidders to post, within one week, security for faithful performance with the understanding that the whole or any part thereof may be used by the Nassau Health Care Corporation to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the Nassau Health Care Corporation Attorney.
- 6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions, otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries.
- 7. AWARD The Director of Purchase reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director of Purchase to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director of Purchase, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not compiled with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director of Purchase may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director of Purchase to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.
- 8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the qualities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.
- 9. The Director of Purchase reserves the right to reject any and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the Nassau Health Care Corporation will be served.
- 10. Unless otherwise indicated herein, the Director of Purchase reserves the right to make award by items, by classes, by groups of items or as a whole.
- 11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director of Purchase, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director of Purchase. The Director of Purchase may purchase from other sources to take the place of the item rejected or not delivered. The Director of Purchase reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all-such purchases the Vendor agrees to promptly reimburse the Nassau Health Care Corporation for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
- 12. An order may be cancelled at the Vendor's expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of request shall be sufficient cause for the cancellation of the order.
- 13. When in the determination of the Director of Purchase, the articles or equipment delivered fail to meet Nassau Health Care Corporation specifications or, if in the determination of the Director of Purchase, the Vendor consistently fails to deliver as ordered, the Director of Purchase, reserves the right to cancel the order and purchase the balance from other sources at the Vendor's expense.
- 14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery. The decision of the Director of Purchase, as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
- 15. The Nassau University Medical Center will not schedule any deliveries for Saturdays,

- Sundays or Legal Holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.
- 16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the Agency unless definitely stated otherwise in the bid.
- 17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good condition.
- 18. All supplies which are customarily labeled or identified must have securely affixed thereto the original unmutilated label or marking of the manufacturer.
- 19. Billings for deliveries must be submitted in detail to Accounts Payable.
- Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
- 21. Deliveries are subject to reweighing at destination by the Nassau Health Care Corporation and payment will be made on the basis of net weight of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendor's expense.
- 22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the Nassau Health Care Corporation, its' agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the Nassau Health Care Corporation in the name of the Nassau Health Care Corporation and under the direction of the Nassau Health Care Corporation Attorney at the sole cost of the Bidder or in the sole option of the Director of Purchase, to pay the cost of such defense to the Nassau Health Care Corporation.
- (b) His products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
- (c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to his own work or to the work of other Vendors, or in the opinion of the Director of Purchase, to pay for the same by deductions in payments due under this contract.
- (d) To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the city, village or town in which the installation is to be made, and of the County of Nassau and the State of New York.
- (e) To carry proper insurance in the opinion of the Director of Purchase, and approved by the Nassau Health Care Corporation Attorney to protect the Nassau Health Care Corporation from loss in case of accident, fire and theft.
- (f) That he will keep himself fully informed of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen's Compensation and Labor Laws, and shall indemnify and save harmless the Nassau Health Care Corporation from loss and liability upon any and all claims on account of any physical injury to persons, including death, or damage to property and from all costs and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents or the Nassau Health Care Corporation or their respective agents.
- (g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.
- (h) That all deliveries will not be inferior to the accepted bid sample.
- 23. LABOR LAWS and ANTI-DISCRIMINATION Upon the vendor's acceptance hereof, the vendor agrees to comply with Article IX, Section 2C of the Constitution of the State of New York, Section 220, 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Section 108 and 109 as well as Article 18 of the General Municipal Law, Section 22-4.2 of the Nassau County Administrative Code, the provisions of the Anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered thereunder, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
- 24. ASSIGNMENT The contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this contract or of his right, title, or interest therein, or his power to execute such contract to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
- 25. The Nassau Health Care Corporation will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without its' express written instructions or valid Purchase Order.
- 26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the Nassau Health Care Corporation unless in writing and signed by the Director of Purchase, or his duly designated representative.

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# **NOTICE**

# RIGHT TO KNOW LAW AND "OSHA"

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

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

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

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

### **CERTIFICATION:**

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

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BID NO. MC 59-02018-5247

#### THE UNCHECKED CLAUSES LISTED BELOW DO NOT APPLY TO THIS BID 1 - PURPOSE -P/O 30A - UMBRELLA LIABILITY INSURANCE POLICY 2 - SCOPE - B/O 30B - PRODUCT LIABILITY INSURANCE X 30C - COMPLETED OPERATIONS INSURANCE 3 - PERIOD COVERED - B/O 4 - DELIVERY 30D - PROFESSIONAL LIABILITY INSURANCE X X 5 - BILLING 30E - GENERAL LIABILITY / HOLD HARMLESS X 5A PARTIAL PAYMENTS ALLOWED 31 - MANUALS / IN-SERVICE VIDEO $\boxtimes$ 6 -APPROXIMATE QUANTITIES 32 - GENERAL SERVICE/REPAIR CONDITIONS X X 7 - ADDITIONAL BIDS 33 - ACCESS CLAUSE X $\square$ 34 - INVOICING FOR PAYMENT 8 - FIRM PRICES - B/O X 34A – TIME AND MATERIAL PAYMENT IN DETAIL 8A - PRICE CHANGES, GOVERNMENT **CONTRACTS** $\boxtimes$ 35 - ADDITIONAL ITEMS - B/O 9 - PRICES LISTS / CATALOGS $\times$ 36 - DEFAULT 10 - SAMPLES X 37 - CONFIDENTIALITY 11 - SPECIFICATION X 38 - TERMINATION PREROGATIVE - B/O X 12 - EQUIVALENT BIDS X 39 - LABOR LAW (SEE NYS PRC#2018000097) X 13 - PRODUCT IDENTIFICATION 40 - TRADE - INS (clause #30 must be checked if X 14 - CLAIM AGAINST "EQUAL OR BETTER" this clause is checked and inspection is required) X 15 - ALTERNATE BIDS 41 - TITLE TO EQUIPMENT X 16 - DELIVERY DATE $\times$ 42 - GENERAL INSTRUCTIONS X 17 - SHIPPING CHARGES X 43 - QUALIFICATION STATEMENT 18 - BID SECURITY 44 - PRE BID SITE VISIT(S) 冈 19 - SURETY ■ 45 - BIDDERS WALK THROUGH X 20 - WARRANTY 46 - NAMES ONLY AT BID OPENING X 21 - REPLACEMENT PARTS 47 - CONTRACTORS SPECIFIC CONDITIONS 冈 22 -NON-ASSIGNMENT ■ 48 – STATEMENT OF CONFIDENTIALLY 23 - AWARD $\mathbf{X}$ NON-COLLUSIVE BID CERTIFICATION FORM X 24 - REDUCTION IN PRICES $|\mathbf{X}|$ PROCUREMENT LAW REQUIREMENTS FORM N 25 - PRICE PROTECTION GUIDELINES-PREVENTION OF INFECTION FORM 26 - EXPIRATION DATING CONTRACTOR CERTIFICATION FORM IXI 27 - DETAILED SPECIFICATIONS X N VENDOR INFORMATION FORM 28 - NEW YORK STATE PRICES REQUEST FOR TAXPAYER ID FORM 29 - INSTALLATION IXI 30 - INSURANCE / WORKER'S COMPENSATION RIGHT TO KNOW AND OSHA FORM

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#### **DEFINITIONS:**

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "NUMC" as used herein, shall be deemed as reference to the Nassau University Medical Center.
- The term "AHPECF" as used herein, shall be deemed as reference to the A. Holly Patterson Extended Care Facility.
- The term "NHCC" as used herein, shall be deemed as reference to the Nassau Health Care Corporation.
- The term "Contractor" as used herein, shall be deemed as reference to the bidder, vendor, proprietor, partnership or corporation bidding in the hopes of receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement, and refers to any other party other than the NHCC.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency, or other NHCC establishment authorized to received the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Technical Coordinator of Purchase, NHCC.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use Pricing Agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use Pricing Agreement as a result of this bid.
- The term COMPLETE as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.
  - 1.

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

2.

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

# **Electrical Switchgear and High Voltage Maintenance**

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

3.

**PERIOD COVERED:** Shall be for **3 years** from the date of issuance. The NHCC reserves the right to extend the Blanket Order up to an additional two (2) months beyond the stated termination date.

The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be the number of years as listed above, and if the further extension is applied; the number of years listed above and (2) months.

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

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED				
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The director reserves the right to cancel any Blanket Order at any time giving not less than 30 days notice that, on or after a date therein specified, the Blanket Order contract shall be deemed terminated and cancelled.

4.

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

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

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

- 6.
- <u>APPROXIMATE QUANTITIES:</u> The estimated usage quantities or estimated annual dollar value, when indicated are merely estimates based on experience or anticipated usage and are given for information purposes only. The NHCC will <u>NOT</u> be compelled to order any amount of any respective item. Contracts, however, shall be for the quantities actually ordered by the using agency during the period specified.
- 7. <u>ADDITIONAL BIDS:</u> The NHCC Purchasing Department reserves the right to call for new bids, whenever in the opinion of the Director, it is in the best interests of the NHCC to do so.
- 8.

**<u>FIRM PRICES:</u>** Prices shall remain firm for a period of three (3) years from the issuance of this contract. No upward escalation or changes will be allowed.

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

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

8A.

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

- PRICE LIST AND CATALOG SERVICE: The successful bidder shall furnish, upon request, price lists and catalogs to agencies authorized to use the Blanket Order which may be awarded under this bid. Photocopies will be accepted in lieu of originals. Two (2) copies of the current price list / catalog must be sent to the NHCC Purchasing Department. Failure to keep the NHCC Purchasing Department advised of price list / catalog changes may delay the processing of payments.
- 10.

**SAMPLES:** Samples, when required, must be submitted strictly in accordance with instructions **otherwise the bid may not be considered.** If samples are requested subsequent to bid opening, they shall be delivered within five (5) business days of the request for the bid to be considered. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return, also specifying the address to which they are to be returned,

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provided they have not been used or made useless by testing. Award samples may be held for comparison with deliveries. Samples will be returned at bidders' request and expense. For additional requirements involving samples, please see section titled "Samples" after Non Collusion Bidding Certification.

11.

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

12.

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

13.

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

14.

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

15.

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

16.

**<u>DELIVERY:</u>** Bidders are required to state guaranteed delivery date in terms of days after receipt of order in the space provided below and on page one. Bidders are cautioned to post realistic delivery dates. Guaranteed delivery dates will be strictly enforced. See also Specifications Section for additional requirements, if any.

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

#### 18.

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

#### 19.

**SURETY:** In the event an award is made hereunder, the successful bidder hereby agrees to obtain and file with the NHCC, security in the amount of \$100,000.00. to be entrusted to the NHCC as reflected in the award. Such security shall guarantee the faithful performance of the contract, if required by the Director or his designee, with the understanding that the whole or any part thereof may be used by the NHCC to supply any deficiency that may arise as a result of default of the Contractor.

#### 20.

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

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

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

#### 21.

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

#### 22.

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

#### 23.

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

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

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

25.

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

# STATE PRICE PROTECTION PERIOD: DAYS AFTER BID OPENING

26.

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

27.

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

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

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

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

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

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

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

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

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

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#### 28.

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

#### 29.

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

#### 30.

**INSURANCE AND WORKERS COMPENSATION:** The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Comprehensive and General Liability Insurance naming Contractor as an insured, and naming NHCC as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of one million dollars (\$1,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense.

#### 30A.

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

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

#### 30B.

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

#### 30C.

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

#### 30D.

**PROFESSIONAL LIABILITY INSURANCE:** The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy for Professional Liability Insurance

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

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#### 30E.

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

The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming NHCC as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single minimum limit of one million dollars (\$1,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense.

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

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

A) Certificate of Insurance naming the NHCC as co-insured:

or

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

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

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

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

31.

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

#### 32.

### GENERAL SERVICE/ REPAIR CONDITIONS:

- All repairs to be made in accordance with "OSHA" safety requirements.
- Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.
- All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.
- All parts supplied must match and intermember without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.
- Except as otherwise specified, all contract requirements will be performed at the site as required.
- Any requirement to remove any part of the equipment of system(s), to Contractor's shop, must be approved by an authorized agency representative. NHCC shall supply all utilities which are available on location insofar as compatibility requirements permit.
- All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of the NHCC.
- Employees of the Contractor while on service call shall carry identification badge or cards and shall be instructed to submit same to scrutiny upon request by security or supervisory personnel of NHCC.

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33.

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

### 34.

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

#### 34A.

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

## 35.

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

#### **36.**

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

**37.** 

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

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

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

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

#### 38.

#### **TERMINATION PREROGATIVE:**

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

### **39.**

#### LABOR LAW:

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

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

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

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

## SEE ATTACHMENT TO BID

#### 40.

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

at (516)

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

## 41.

## TITLE TO EQUIPMENT:

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

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42.

## **GENERAL INSTRUCTIONS:**

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

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

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

## Prices MUST be inserted with TYPEWRITER OR INK.

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

# **Additional Signatures Required**

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

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

## Other Terms Of This Sealed Bid

- ✓ As per New York State Law, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties or the specifications as presented in this bid (starting on Specifications Page) for the specific commodity or service required.
- ✓ Bidders may take exception to the Equipment and/or Product specifications of the bid only under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exceptions(s). In any event, the decision of the Director will be final.
- ✓ Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the NHCC cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity or service required by this bid. If there is any conflict between

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

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

# Miscellaneous Instructions for this Sealed Bid

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

# **State and Local Tax Information**

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

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

## **Indemnity Clause**

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

# 43.

#### **QUALIFICATION STATEMENT:**

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

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#### 44.

## PRE BID SITE VISITS:

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

#### 45.

### BIDDERS PRE BID CONFERENCE AND WALK THROUGH:

A one-time only compulsory bidders conference will be held on Thursday, January 18th, 2018 at 9AM University Medical Center, 2201 Hempstead Turnpike, East Meadow, New York, 11554. A comprehensive walk through will be conducted immediately following the bidders conference with the appropriate facility representatives to acquaint all bidders with the areas to be under construction. All bidders shall be required to be present at the reception area in the Purchasing Department at NUMC. The Purchasing Department is located on the 2<sup>nd</sup> floor of the "G" Building, which is on the North West side of the campus. Please allow adequate time to park and arrive in Purchasing. A sign in sheet will be provided and will become part of the bid. If any bidder's signature is omitted from the sheet his bid may be disqualified. All bidders are required to attend the conference and complete the entire walk through if they intend to bid on this project.

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

#### 46.

#### NAMES ONLY AT BID OPENING:

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

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

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Removal of identified asbestos containing material shall be performed by NHCC before the start of the work. Any asbestos encountered during the course of the construction shall be immediately reported to the NHCC Fire Safety Department (516- 572-3138). All work shall immediately desist until asbestos containing material is cleaned up by the NHCC.	
Project Meetings:	
Prior to the start of the work, vendor shall be required to attend a "Project Kick-Off Meeting" at which time the Contractor shall be informed of safety, fire safety and security regulations that will be required by the NHCC.	
The Contractor shall provide shop drawings and wiring diagrams indicating all aspects of the work. No work shall begin until all shop drawings and wiring diagrams are approved in writing by the NHCC Administration.	
All Contractors' employees are required to wear hospital ID badges and must sign in and out each day in the area designated by NHCC Administration.	
The Contractor shall provide the NHCC Administration with "As-built" drawings representing exactly how the work was installed. The drawings shall include, but are not limited to, all HVAC, plumbing, and electrical work required to install the equipment as specified in this contract.	
The Contractor shall supply all labor, materials, services, insurance, permits, and equipment necessary to carry out the work in accordance with all applicable Federal, State and Local Regulations. The most recent edition of any relevant Regulation, Standard, Document or Code shall be in effect. Where conflicts among the requirements or with these specifications exists, the most stringent requirements shall apply.	
Any schedule for shipment of equipment as a result of this bid MUST be approved in advance by a representative of the NHCC.	
Specify number of days A.R.O. that the installation will be completed	
Prices submitted in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant, equipment, transportation, incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.	
Lighthere are any terms and/or conditions in the attached "Project Manual" that are in conflict with terms and/or conditions in the Formal Sealed Bid Proposal, then it will be the terms and conditions of this Formal Sealed Bid that shall apply	
Addition to this bid – Scope Riders and Attachments dated	
Addition to this bid – Nassau Health Care Corporation Quality and Construction Plan	
Addition to this bid – Nassau Health Care Corporation Project Closeout Procedures	
Addition to this bid –Project Safety Plan	
Retainage – Based upon applications for payment submitted to the Nassau Health Care Corporation, the owner shall make progress payments to the contractor and take that portion of the contract sum properly allocated to completed work as determined by multiplying the percentage completion of each portion of the work by the share of the total contract sum allocated to that portion of the work in the schedule of values, less retainage of 10%.	
FREEDOM OF INFORMATION LAW:	
During the evaluation process, the content of each bid/proposal will be held in confidence and details of any bid/proposal will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. Should you feel your firm's bid/proposal contains any such trade secrets or other confidential or proprietary information, you must submit a request to exempt such information from disclosure. Such request must be in writing, must state the reasons why the information should be excepted from disclosure and must be provided at the time of submission of the subject information. Requests for exemption of the entire contents of a bid/proposal from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona	
ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED	
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BID NO. MC 59-02018-5247

fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm. NHCC assumes no responsibility for disclosure of unmarked data for any purpose. Nassau Healthcare Corporation will review such designations in making its determination whether disclosure is required, which determination shall be binding on the bidder.

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

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

### AFFIRMATIVE ACTION

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

#### CODE OF CONDUCT

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

### **GOVERNING LAW**

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

## **NO ARBITRATION**

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

## **OMNIBUS PROCUREMENT ACT OF 1992**

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

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

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

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

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

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

## RECIPROCITY AND SANCTIONS PROVISIONS

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

# **OBJECTIONS TO SOLICITATION AND AWARD**

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

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# FORMAL SEALED BID PROPOSAL PAGE 20 BID NO. MC 59-02018-5247

## **VENDOR RESPONSIBILITY CRITERIA**

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

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

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

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

# STATEMENT OF CONFIDENTIALITY

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

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

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

Agreed to and Accepted by		Nassau Health Care Corporation
	SIGN HERE	

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BID NO. MC 59-02018-5247

# **QUALIFICATION STATEMENT**

BIDDER'S NAME				
ADDRESS				
1. STATE WHETHER CO	DRPORATION	INDIVIDUAI	PARTNEI	RSHIP
PRESIDENT VICE PRESIDENT			OF OFFICER(S) OR MEMBER(S)	
3. HAVE YOU FILED A QU		MENT WITH THE COUNTY O	OF NASSAU OR THE NHCC?	
4. HOW MANY YEARS HA	AS YOUR ORGANIZATION	ON BEEN IN BUSINESS UNI	DER YOUR PRESENT BUSINESS NAM	1E?
5. HAVE YOU, OR YOUR I	FIRM, EVER FAILED TO	COMPLETE ANY WORK A	WARDED TO YOU?	
IF SO, WHERE AND W	VHY?			
6. IN WHAT OTHER LINE	OF BUSINESS ARE YOU	U OR YOUR FIRM INTEREST	ΓED?	
			ORGANIZATION RELATING TO THE	
INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
8.IN WHAT MANNER HAV	E YOU INSPECTED TH	IS PROPOSED WORK? EXP	LAIN IN DETAIL	
9. THE CONTRACT, IF AWA	ARDED TO YOU OR YO	OUR FIRM, WILL HAVE THE	PERSONAL SUPERVISION OF WHO	M? GIVE NAME AND PRESENT
10. LIST THE PROJECTS WHIC TYPE OF WORK CONTACT	CH YOUR FIRM HAS UNDE DATE PERFOR		MED IN THE PAST FEW YEARS THAT WI ONTRACT AMOUNT NAME/AI	LL QUALIFY YOU FOR THIS BID DDRESS/TELEPHONE # OF
		SEPARATE PAGE IF ADDIT		
I certify that all the statement data contained in the Organiza	s contained in this docume ation's Relevant Experienc	ent are true, complete, and corre ce. A false certification or failu any awar	ect to the best of my knowledge and belief re to disclose information shall be ground d.	f and are made in good faith, including Is for disqualification or termination of
ALL BIDS MUST BE 1	F.O.B. DESTINATION A	ND INCLUDE DELIVERY W	ITHIN DOORS UNLESS OTHERWISE	SPECIFIED
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# FORMAL SEALED BID PROPOSAL PAGE 23 BID NO. MC 59-02018-5247

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

# SITE VISIT REQUIREMENT

# PLEASE CALL: Kevin Mannle at (516) 572-6908

# FOR AN APPOINTMENT

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

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

Clearly print bidder's representative's name and	title
	SIGN HERE
Signature	HIBRE
AS AGENT FOR	
Clearly print company name	

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

BIDDER SIGN HERE	TITLE

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

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

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

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

- [1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- [2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- [3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- [4] The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

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

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

Subscribed to under penalty of periury under the laws of the State of New York.

this day of,	20 as the act and deed of said Corporation or Partnership.	
Identifying Data		
Potential Contractor		
Address		
Street		
City, Town, etc.		
Telephone	Title	
If applicable, Responsible Corporate Officer		
Name	Title	
Signature		SIGN HERE
IF BIDDER(S) (ARE) A <b>PARTNEI</b>	RSHIP. COMPLETE THE FOLLOWING:	

# BID NO. MC 59-02018-5247

IF BIDDER(S) (ARE) A <b>CORPORATION</b> , NAME LEGAL RESIDENCE	COMPLETE THE FOLLOWING:
President:	
Secretary:	
Treasurer:	
President:	
Secretary:	
Treasurer:	
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	st be certified on behalf of each participant.
Joint or combined bids by companies or firms mu	ust be certified on behalf of each participant.  Legal name of person, firm or corporate
Joint or combined bids by companies or firms mu  Legal name of person, firm or corporation	
Joint or combined bids by companies or firms mu  Legal name of person, firm or corporation	
Joint or combined bids by companies or firms mu  Legal name of person, firm or corporation  By	Legal name of person, firm or corpora
Joint or combined bids by companies or firms mu  Legal name of person, firm or corporation  By	Legal name of person, firm or corpora  Name  Title  Address
Joint or combined bids by companies or firms mu  Legal name of person, firm or corporation  By	Legal name of person, firm or corpora  Name  Title

## **SAMPLES**

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

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

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

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

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

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

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# **Procurement Law Requirements**

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

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

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

## APPENDIX A

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

Offerer's Affirmation of Understanding and Agreement

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# **Instructions:**

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

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

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BID NO. MC 59-02018-5247

# Offerer Disclosure of Prior Non-Responsibility Determinations

# **Background:**

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

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

Instructions:

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

# Disclosure of Prior Non-Responsibility Determinations Form

Name of Individu	ual or Entity Seeking to Enter into Procurement Contract:
Address:	
Name and Title of Person S	Submitting this Form:
Contract Procurement Nun	mber:
Date:	
	made a finding of non-responsibility regarding the individual or enternet Contract in the previous four years?  No Yes
yes, please answer the next que	uestions:
Was the basis for the finding of lease Circle):	of non-responsibility due to a violation of State Finance Law §139-j o Yes
Was the basis for the finding of complete information to a Gov lease Circle):	of non-responsibility due to the intentional provision of false or vernmental Entity?  No Yes
If you answered 'yes' to any o n-responsibility below:	of the above questions, please provide details regarding the finding of
overnmental entity:	
ate of Finding of Non-Respons	sibility:
asis of Finding of Non-Respons	nsibility:
Add additional pages as necessa	ary)

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BID NO. MC 59-02018-5247

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

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

# Relevant Only During Hospital Construction and Remodeling

# 1. Purpose

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

# 2. Construction / Remodeling Coordination Team

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

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# **Infection Control Risk Assessment Form**

Task / Project Description:				
				·
Location:	Facility	Bldg	Floor	Section / Area
_	Using the following Activity (Type A	ng table, identify th A - D)	e <u>Type</u> of Constru	action Project or
TYPE A	Inspection and Non-Invasive Activities. Includes, but is not limited to:			
	<ul> <li>removal of ceiling tiles for visual inspection limited to 1 tile per 50 square feet</li> </ul>			
	painting (but not sanding)			
	wall covering, electrical trim work, minor plumbing, and activities which do			
	not generate dust or require cutting of walls or access to ceilings other than			
	for visual inspection.  Small scale, short duration activities which create minimal dust			
TYPE B	Includes, but is not limited to:  • installation of telephone and computer cabling			
	access to chase spaces			
	cutting of walls or ceiling where dust migration can be controlled			
TYPE C	Work that generates a moderate to high level of dust or requires demolition			
111 2 0	or removal of any fixed building components or assemblies			
	Includes, but is not limited to: <ul><li>sanding of walls for painting or wall covering</li></ul>			
	_		_	ork
	<ul> <li>removal of floor-covering, ceiling tiles and casework</li> <li>new wall construction</li> </ul>			
		t work or electrical w	ork above ceilings	
		ling activities	om above cominge.	
	,	y which cannot be c	ompleted within sin	gle work-shift
TVDE D	Major demolition and construction projects			
TYPE D	Includes, but not limited to:			
	<ul> <li>activities which requires consecutive work shifts</li> </ul>			
	· ·	eavy demolition or re	emoval of a comple	ete cabling system
	<ul> <li>new const</li> </ul>	ruction		

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

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

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

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

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

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

Construction Project / Maintenance Activity Type

Patient Risk Group	Type A	Туре В	Туре С	Type D
<b>LOW</b> Risk Group	I	II	II	III / IV
<b>MEDIUM</b> Risk Group	I	II	III	IV
<b>HIGH</b> Risk Group	I	II	III / IV	IV
HIGHEST Risk Group	II	III / IV	III / IV	IV

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

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

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

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

This project requires the following class	
---	--

<b>Print Name</b>	Signature	Title	Date
gineering / Maintenance	or Planning		
Print Name	Signature	Title	Date
	Contractor's Notification Decl		
	ing Work At Nassau Health (	_	es
	y Name)	-	
TEN 1 '	ature appears below, a propriet ove, has read the rules and reg		
	d intent of this procedure.		
for company listed aboabide by the content and	Intent of this procedure.		IGN ERE

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

#### TAX LAW § 5-A

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

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

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

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

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### ST-220



New York State Department of Taxation and Finance

### **Contractor Certification**

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

For more information, see Publicati	on 222, Question and Ans	wers Concerning Tax Law Section	ı 5-a.	
Contractor name				For office use only Contract number
Contractor's principal place of business	City	State	ZIP code	
Mailing address (if different than above	)			Estimated contract value
Contractor's federal employer identification	tion number (EIN)	Contractor's sales tax ID number (if diffe	EDD	
Contractor's rederar employer identifica	non number (Env)	contractor's sales tax ID humber (if diffe	rent from contractor's EIN)	\$
Contractor's telephone number	Contracting state agenc			Ψ
( )	Nassau Heal	th Care Corporation	<u>1</u>	
I,	•	or penalty of perjury, that orized to make this certifi		(title) of such
Part I. Contract services (Mark an X in the box if the				
Parts II through V.)				
The requirements of Tax Law which are not <i>services</i> within t		because the subject matter of the cection 5-a.	ontract concerns the p	erformance of services
(If you did not mark the box next to	the statement in Part l, mo	ark an <b>X</b> next to the applicable sto	utement in Parts II thr	ough V.)
Part II. Contractor regis	tration status			
services having a cumulative values, and November which	value in excess of \$300,00 immediately precede the of compensating use tax pu	to locations within New York S 00 during the four quarterly period quarterly period in which this cer urposes with the Commissioner o	ds ending on the last tification is made, and	day of February, May, d is registered for New
tangible personal property or	taxable services having a	ot made sales delivered by any made cumulative value in excess of d November which immediately	\$300,000 during the	four quarterly periods
Part III. Affiliate registra	ntion status			
As of the date of this certificat	ion, the contractor does no	ot have any affiliates.		
locations within New York St during the four quarterly period	ate of tangible personal pods ending on the last day	tor has one or more affiliates has property or taxable services having of February, May, August, and leach affiliate exceeding the \$30	g a cumulative value November which in	in excess of \$300,000 nmediately precede the
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registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed on Schedule A of this certification the name, address, and identification number of each affiliate exceeding the \$300,000 sales threshold during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made. To the best of the contractor's knowledge, the contractor has one or more affiliates and, as of the date of this certification, each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made. Part IV. Subcontractor registration status As of the date of this certification, the contractor does not have any subcontractors. The contractor has one or more subcontractors, and each subcontractor has informed the contractor of whether or not, as of the date of this certification, it has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made. Each subcontractor informing the contractor that it has made sales in excess of the \$300,000 threshold during such periods has further informed the contractor that it is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed on Schedule A of this certification the name, address and identification number of each subcontractor exceeding the \$300 000 sales threshold during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made. The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made. Part V. Subcontractor affiliate registration status The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it does not have any affiliates The contractor has one or more subcontractors, and each subcontractor has informed the contractor of whether or not, as of the date of this certification it has any affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August and November which immediately precede the quarterly period in which this certification is made. Each subcontractor informing the contractor that it has one or more affiliates having made sales in excess of the \$300,000 threshold during such periods has further informed the contractor that each such affiliate is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed on Schedule A of this certification the name, address and identification number of each affiliate exceeding the \$300,000 sales threshold during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made. The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it has no affiliate having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made. Sworn to this\_\_\_\_\_, 20 **SIGN** HERE

(title)

(signature)

BID NO. MC 59-02018-5247

### Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF } : SS.:	
COUNTY OF }	
On the day of in the year 20, before me personally appeared	
known to me to be the person who executed the foregoing instrument, who, being duly sworn by me d depose and say that _he resides at,	id
Town of,	
County of,	
State of; and further that:	
[Mark an <b>X</b> in the appropriate box and complete the accompanying statement.]	
[ (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf	lf.
[ (If a corporation): _he is	
the of	
corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for	
purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument i	n
the name of and on behalf of said corporation as the act and deed of said corporation.	
[ (If a partnership): _he is	
the of	
authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth	
therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and	on
behalf of said partnership as the act and deed of said partnership.	
(If a limited liability company): _he is a duly authorized member	
of LLC, the limited liability company described in said instrument; the	nat
_he is authorized to execute the foregoing instrument on behalf of the limited liability company for	
purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument i	
the name of and on behalf of said limited liability company as the act and deed of said limited liability	
company.	
Notary Public SIGN HE	
Registration No	
· ·	

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

A Relationship	B Name	C Address	D ID Number	E Sales Tax ID Number	F Proof of
to Contractor	Name	Address	ID Number	Sales Tax ID Nulliber	Registration

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

#### **Privacy notification**

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

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

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

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law. This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

side the United States and outsi	ide Canada, call (518) 485-6800.	-
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#### **Instructions**

#### **General information**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Parts II through V

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

#### Schedule A

#### Column A - Relationship to the contractor

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

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

#### Column B - Name

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

#### Column C - Address

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

#### Column D - ID number

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

#### Column E - Sales tax ID number

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

#### Column F - Proof of registration

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

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

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

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

### **VENDOR INFORMATION FORM**

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

BUSINESS NAME:	-				_
BUSINESS Address	y:				
	-				
Contact Person:	-				
Telephone Number:	-				
FAX Number:	-				
ACC	Z <u>CHANGE</u> IN VENDOI COMPANIED BY A NOT LY SIGNED.	R INFORMATION PREVILENCE OF SAID (	VIOUSLY PRO CHANGE ON V	VIDED, MUST BE ENDOR LETTERI	HEAD
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# REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Nassau Health Care Corp. 2201 Hempstead Turnpike East Meadow, NY 11554	Form 700-W9
Internal use Only: Form submitted by:(Name)	(NUMC Dept.)
DATE TITLE	
PLEASE SIGN HERE	SIGN HERE
Certification - Under penalties of perjury, I certify that: (1) The number shown on this form is my cornissued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup v Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dit to backup withholding. (3) The information provided on this form is correct to the best of my knowled. Certification Instructions: - You must cross out item (2) above if you have been notified by the IRS under reporting interest or dividends on your tax return. For real estate transactions, item (2) does not	withholding or (b) I have not been notified by the Internal Revenue vidends or (c) the IRS has notified me that I am no longer subject dge.  that you are currently subject to backup withholding because of
	dor/payee an employee of Nassau Health re Corp. Yes [ ] No [ ]
The vendor/pay ID number provided above is:  vendor  Federal ID # [ ] Social Security # [ ]	ical or legal service ever provided by Yes [ ] No [ ]
Please answer the four questions below and sign at bottom.	
STATE \Boxed ZIP \Boxed	
REMIT TO ADDRESS:	
VENDOR / PAYEE NAME:	
VENDOR / PAYEE ID	☐ □ VENDOR CLASS ☐
Document Type: Initial Entry [ ] Revision [ ]	1099 Yes [ ] No [ ]

1.

2.

# **Electrical Switchgear and High Voltage Maintenance**

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

# **SPECIFICATIONS**

#### **Sealed Bid Specifications and Requirements**

Type of contract / service / Electrical Services

supplies

Date 12/08/17
Date existing contract expires 12/31/17

#### Contents:

- I. Introductory Statement of Intent
- II. Scope
- III. General Conditions
- IV. Job Specifications; General
- V. Job Specifications; Inspection & Testing

Test Equipment

**Test Requirements** 

- VI. Job Specifications; Repairs / Installations
- VII. Deliverables
- VIII. Vendor Response
- IX. Vendor Pricing Section

#### Attachments

- A. NUMC Listing of Equipment
- B. AHP Listing of Equipment
- C. Exhibit "JC" Joint Commission Standards
- D. Bid Checklist

#### I. Introductory Statement of Intent

a. It is the intent of the Nassau Health Care Corporation (NHCC) to establish a three year contract with qualified vendor(s) to provide Electrical Services and maintenance of our electrical distribution systems,

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- automation transfer switches, lighting, motor starter, motor control centers, variable speed drives or any other electrical service, which may be required at Nassau Health Care Corporation (NHCC) and its facilities.
- b. The contract will include inspection and testing services to be performed at Nassau University Medical Center (NUMC). These services will be provided to all listed equipment over a three year period.
- c. The contract will include inspection and testing services to be performed at A. Holly Patterson Extended Care Facility (AHP). These services will be provided to all listed equipment in year one of the contract.
- d. The contract will include ultrasonic and infra-red testing to be performed on all listed equipment annually.
- e. The contract will include time and materials rates for service, repairs, and installations.

#### II. Scope

- a. Materials and services.
  - i. The contract will include but not be limited to repairs, replacements, maintenance, and new installation of electrical infrastructure, services, transformers, distribution centers, motor control centers, circuit panels, motor starters, variable speed drives, automatic transfer switches, generators, lighting, outlets, switches & wiring, and low voltage systems including but not limited to nurse call, security and access control.
  - ii. The Vendor must be capable of performing all necessary repairs.
  - iii. The Vendor must stock supplies and related equipment for the above.
- b. Locations to be covered / serviced:
  - i. Nassau University Medical Center
    - 2201 Hempstead Turnpike, East Meadow, NY 11554.
  - ii. A. Holly Patterson Extended Care Facility
    - 875 Jerusalem Ave., Uniondale, NY 11553.
  - iii. Any other NHCC entity.
- c. Period covered:
  - i. Provide pricing for a one (1) year agreement. NHCC reserves the right to extend the blanket order up to an additional four (4) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months. All extensions are subject upon the consent of both parties.
  - ii. Firm prices: Prices will be firm for a period of One (1) year from the issuance of the Blanket Order and no upward changes will be allowed. If prices are increased by the manufacturer after 365 days, the vendor may apply to the Director of Purchasing for permission to increase prices. The request will be considered only if accompanied by documentary evidence of the necessity for increased prices. If the Director of Purchasing accepts the request, the Blanket Order will be amended accordingly. It should be noted that increases will be considered only during the yearly renewal of the contract.
  - iii. However, if the Director of Purchasing does not consider the new prices as fair and reasonable in NHCC's interest, the Blanket Order may be cancelled after 30 days written notice, and vendor agrees to fill all outstanding orders placed prior to cancellation. When prices to the trade are decreased, the prices of applicable items in the Blanket Order shall be decreased accordingly. It shall be incumbent on the vendor to notify the Technical Coordinator Purchasing of such decreases immediately after it becomes effective.

#### III. General Conditions

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- a. Representatives / point of contact
  - i. NUMC Coordinator;

William Chodkowski Superintendent of Electrical Utilities (516) 572-5293

wchodkow@numc.edu

ii. NUMC: Thomas Bellizzi (516) 572-5645 iii. NUMC: Patrick Degree (516) 572-5290 iv. AHP: Joseph Karpf (516)-572-1443

- b. Vendor experience
  - i. Vendor must have ten (10) years' experience providing these services and at least five (5) years' experience servicing hospitals, healthcare institutions, and large campus settings.
- c. Vendor compliance requirements
  - Vendor shall maintain compliance at all times with all Federal, New York State and local laws, OSHA (including but not limited to Confined Space Entry, Arc Flash Protection and Lock Out Tag Out), environmental and safety regulations.
  - ii. Vendor is responsible to insure that the Vendor's personnel observe all safety precautions and utilize proper safety equipment while operating or using mobile and powered equipment or other tools and equipment.
  - iii. The Vendor must have a general safety plan that has been reviewed and accepted by NHCC prior to award of the contract. Submit a copy of this plan with your bid.
  - iv. Vendor shall maintain compliance with NHCC compliance program requirements applicable to all NHCC Vendors, consultants, and agents. This information is available via NHCC's website at <a href="http://www.nuhealth.net/about/doing-business-with-nuhealth.asp">http://www.nuhealth.net/about/doing-business-with-nuhealth.asp</a>.
  - v. Vendor must be licensed to do business in the County of Nassau and the State of New York.
  - vi. Vendor is responsible to obtain all permits if required.
- d. Vendor personnel qualifications
  - All Vendor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable codes and safety requirements, and must adhere to them at all times.
  - ii. Vendor must be able to show certification of training if requested. Inability to show certification of training may result in disqualification.
  - iii. Vendor Health/Background. Vendor acknowledges and agrees that all individuals performing services on its behalf, as an employee, agent, and sub-Contractor or otherwise shall: (i) be in good health and comply with all applicable health, immunization and infection control standards required of NHCC employees and (ii) be subject to successful completion of a background investigation substantially similar to those required of NHCC employees. Vendor represents and warrants that it is not aware of the existence of any facts or circumstances that indicate it would be inappropriate for such individuals to perform services under this Agreement. In furtherance of the foregoing, Vendor shall comply with and ensure others comply with the Joint Commission Standards for Contractors, Vendors, and Volunteers annexed hereto and herby made a part hereof as Exhibit "JC", see attachment "A". NHCC reserves the right to charge a Vendor a reasonable fee for costs associated with performing health services and/or background investigations necessary to ensure compliance with this paragraph.
- e. Hospital policies followed

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- All Vendor personnel must observe all regulations in effect at all NHCC Corporation facilities. While
  on NHCC property the Vendor's employees shall be subject to the control of our facility, but under
  no circumstances shall such persons be deemed to be, or represent themselves as, employees of
  NHCC Corporation facility.
- f. Vendor personnel present in uniform
  - i. All Vendor personnel shall present themselves in uniform that clearly identifies the company he or she is representing (example: shirt with company logo) and must also wear a company employee I.D. badge.
- g. Parking
  - i. Vendor is to park only in designated locations as directed by the Engineering and Public Safety personnel.
- h. Quotations/estimates
  - i. The Vendor shall submit estimates to the NHCC Corporation representative requesting the services. The estimate will then be reviewed, and if approved, a delivery order will be issued to the Vendor. At no time, is the Vendor to begin work at any NHCC facility until a delivery order has been received by the Vendor stating the scope of work that is to be performed.
- i. Billing/invoices
  - i. Parts shall be at a percentage discount from the manufacturer's list price or shall be at a mark-up over cost where no manufacturer list price exists, which will require the Vendor to submit proof of purchase and price paid with the invoice.
  - ii. Invoices shall be presented to the NHCC Coordinator upon completion of maintenance and/or repairs with parts and labor prices listed separately. Invoices shall include:
    - List price / cost
    - Discount / Mark up
    - Final cost
    - Part number
    - Delivery order number
    - Name of individual who placed order
    - Labor billed at # of hours @ cost per hour and job title
- j. NHCC reserves right to add or delete items at any time during the contract period by providing written notice to the Vendor. An amendment to the contract will be issued reflecting the changes made and the effective date.

#### IV. Job Specifications; General

- a. Vendor must obtain approval from NHCC Coordinator before repairs are made.
- b. Repairs and installations to be performed on an as-needed, time and material basis.
- c. All work is to be performed during established normal working hours except in cases where this is not feasible and/or unless otherwise directed by NHCC personnel.
  - i. Normal working hours are to be Monday to Friday 7:00 AM 4:00 PM.
- d. Vendor personnel must sign in / sign out with NHCC representatives for each visit. Signed service tickets must be left with NHCC representative when the Vendor personnel are leaving the facility.
- e. Emergency service must be available on a 24 hour basis, 7 days a week.
  - i. Emergency calls must be answered within four (2) hours.
- f. Vendor must have equipment and personnel to supply 24/7 service within two (2) hours from time of call.
- g. All requirements performed by the Vendor will be subject to inspection and approval by an authorized designated representative of the NHCC.

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- h. All parts supplied must match and intermember without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.
- i. Any requirement to remove any part of the equipment of system(s), to Vendor's shop, must be approved by an authorized NHCC representative.
- j. It is the sole responsibility of the selected Vendor to acquire and provide all necessary diagnostic equipment needed to support operations and service.
- k. Vendor is required to report any condition(s) or defect(s) discovered during service which may be conducive to causing a safety hazard and/or which may have an adverse effect on the operation of utility infrastructure. Such report shall be verbal and in writing and made immediately to the NHCC Coordinator.
- I. Warranty for parts and labor shall be a minimum of 90 days.
- m. Vendor must maintain work area in a clean and orderly manner and report the need for any additional clean up by NHCC personnel to the person / department they sign out with. Debris must be removed on a daily basis. Salvageable material shall be piled separately for reuse or salvage by NHCC.
- n. The Vendor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Vendor and/or their employees or subcontractors, the Nassau Health Care Corporation shall so notify the Vendor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Vendor does not correct the deficient services within fifteen (15) days after receipt of written notification, NHCC will deduct a percentage based on the work not performed or performed unsatisfactorily from the Vendor's claim for the period covered. If the Vendor continues to omit or unsatisfactorily perform the required services, NHCC will arrange for the work to be done by another Contractor and the cost of such work shall be deducted from any monies due or that may become due to the Vendor. If a greater sum is expended that is due, the Vendor shall be responsible for same.
- o. The Vendor shall protect all existing utilities and structures not designated for removal and shall restore damaged or temporarily relocated utilities and structures to a condition equal to or better than they were prior to such damage or relocation. The Vendor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted services and to provide such special protection as may be necessary.
- p. No utility interruptions shall be initiated without the prior authorization of the NHCC coordinator.
- q. The Vendor shall verify the exact locations and depths of all utilities shown and the Vendor shall make exploratory excavations of all utilities that may interfere with the work when necessary.
- r. NHCC reserves the right to review and approve the use of any subcontractors.
- s. Record retention
  - i. All records, manuals, and as-built drawings shall be considered the property of NHCC and shall be made available to NHCC within seven (7) business days after a request for such documentation has been made.

#### V. Job Specifications; Inspection & Testing

- a. The Electrical Services and Maintenance program is designed to:
  - i. Repair or replace electrical components prior to failure.
  - ii. Minimize the risk of electrical problems that cause electrical outages.
  - iii. Substantially reduce the growing risk of electrical safety hazards and fire.
  - iv. Identify potential power quality concerns to minimize the risk of disruption or damage to microelectronic equipment and all HVAC and mechanical systems.
  - v. Assure the proper preventive maintenance services to improve electrical system efficiency to minimize electric utility cost.

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vi. Conform to applicable standards for ongoing maintenance to extend the life of the electrical distribution system and other electrical components.

#### b. Inspection and Testing Scope of Work and Contractor Capability Requirements

- i. Furnish all materials, labor, tools, safety and test equipment and all other items necessary to provide a complete program of Electrical Services and Maintenance for the Owner's Electrical Distribution Systems, automatic transfer switches, lighting contactors, motor starters, motor control centers, and variable speed drives. The program shall apply to all building electrical equipment identified in the Inventory of Equipment Schedule.
- ii. The Electrical Services and Maintenance Program shall provide the Owner with ongoing electrical system inspection, testing, infrared and ultrasonic surveying, preventive maintenance, and warranty. The Service Program shall be developed, scheduled, administered, and updated by the Contractor. The service activities will be directed and scheduled, on a regular basis, with the Contractor's comprehensive internet based maintenance management system, based upon manufacturer's recommendations, equipment location, application, type, age, run-time and as hereinafter specified. The Owner shall be kept informed of the program's progress and results on a continuing basis via the Contractor's computerized maintenance management system that makes reports available electronically through an internet website address, secured with a user name and password accessible on any computer through a relational database and digital image cataloging system. Spreadsheets and word processing documents are not acceptable substitutes for this requirement.
- iii. The awarded Contractor shall make a site visit to familiarize himself/herself with the buildings and respective electrical system components to be serviced under the Electrical Services and Maintenance Program. This site visit must be coordinated with the Owner's Superintendent, Mechanical/Electrical Operations.
- iv. The Contractor shall provide as part of his/her bid package a technical proposal and a demonstration of an Electronic System Analysis Report which shall include all items as indicated in the respective sections of this specification.
- v. The Contractor's personnel shall have a minimum of six (6) years training and experience in the maintenance and repair of high voltage switchgear and shall be regularly employed by the Contractor.
- vi. The Contractor shall prove and employ full time, fully-trained and certified personnel capable of providing engineering, supervision, system evaluation and the appropriate troubleshooting services to the Owner. The Contractor shall be a fully accredited member of the International Electrical Testing Association (NETA). The Contractor shall perform all work with all appropriate Personal Protective Equipment in compliance with NFPA 70E and shall comply with International Electrical Testing Association (NETA) standards, the National Electrical Code, and the National Fire Protection Association standards.
- vii. The Contractor shall provide professionally trained technical service personnel to perform and complete all services specified for this electrical service program. Service personnel shall be skilled electrical journeymen, wiremen with apprenticeship training who have a FLIR Level II Thermo Infrared certification based on ASNT standards, in accordance with recommendation SNT-TC1A. The certification must be completed as per a Contractor's established written practice developed by an in-house FLIR ASNT Level III IR Technician. Additionally, the technician shall have individual experience with electrical system analysis and preventative maintenance service. Service personnel shall be trained in National OSHA requirements 1910.331-335 in compliance with NFPA 70E for

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- working on or near energized or de-energized electrical equipment. The Contractor shall employ a minimum of two FLIR certified Level II Thermo Infrared technicians. The Contractor shall provide copies of their employees FLIR ASNT Level II certifications with their bid or they will be disqualified.
- viii. A designated Project Manager shall be assigned account responsibility to monitor service performance, to track service history, and to consult with the Owner to meet his/her objectives. The Project Manager and the entire Contractor's office shall be available by telephone to assist the Owner in identifying or resolving operational needs and problems.
- ix. The Contractor shall possess, maintain and utilize an internet based computerized maintenance management system to allow for (1) scheduling of each service visit and each work task to be performed on each visit for each component, (2) tracking of equipment information, (3) trending of electrical measurements taken, (4) cataloging of digital images (standard and infrared), (5) analyzing recorded equipment problems, and (6) visually show the relationship of each component and its power source. The Contractor shall provide computerized maintenance scheduling through its database application to assure that the electrical equipment is properly inventoried, and that all scheduled service tasks are performed. The Contractor shall furnish with their bid a typical computer generated Electrical System Analysis Report for review by the Owner and be prepared to demonstrate the use of the internet based computerized maintenance management system in producing maintenance schedules prior to contract award. Computerized tasking includes clearly identified (with digital images resident within tasking program) NFPA-70E requirements and the appropriate PPE attire. Failure to comply with the above will result in a rejection of the bid.
- x. The general scope of work included annual and periodic maintenance of all 69KV, 13.2 KV, and 4.2 KV components, step down transformers, primary and secondary, breakers, switches, protective relays, meters, protection devices, power reporting, and recording devices, the 480 volt or 208 volt feeder and tie breaker in each substation protective devices and controls. Also included are all ASCO emergency power switching devices, generators, and control panels and boards; 69 KV service entry transformers and all equipment associated with same owned by NHCC within the transformer yard; and all feeder cables between substations.
- xi. The work shall be apportioned in accordance with Plan "A" of this contract and may not necessarily be divided equally during the contract term. All scheduling will be prepared by NUMC Engineering and AHP Engineering Departments. In general, the Contractor should plan on performing all operations necessary to complete one (1) substation at a time. It should be noted that work will be performed outside normal working hours unless otherwise requested by NHCC. Normal work-day is 7:00 AM to 3:00 PM. If work is required after normal hours, planning will be necessary to group all off-hour work together.
- xii. The Contractor is to provide maintenance and testing of all protective relays in each of the scheduled substations and periodic maintenance and testing of all switching and distribution systems and equipment as outlined under the Equipment List located at the NUMC, 2201 Hempstead Turnpike, East Meadow, NY 11554 and to be in accordance with the General Conditions, Schedules, and Specifications herein: including Specific Procedure.
- xiii. EMERGENCY POWER UNITS: Each Emergency Power Unit shall be inspected and tested as follows: Each generator and exciter shall be tested in accordance with the manuals of the manufacturer and cleaned and adjusted to conform to the applicable standards.

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#### c. Test Equipment

- i. The Contractor shall provide for his/her use all required materials, tools, equipment, etc. necessary to appropriately carry out all testing, infrared and ultrasonic surveying, and preventive maintenance tasks and procedures outlined under the Plan "A" requirements section. All testing equipment shall be calibrated in accordance with NETA Standards.
- ii. For harmonics testing, the Contractor shall utilize test equipment which measures "true" RMS values, with one millisecond peak hold capability to capture the half cycle peak of the wave form. In addition, the test equipment shall have a crest factor capability of at least three (3) at full scale, and the ability to measure the frequency of the current. Portable test equipment which is averaging or peak RMS calibrated shall not be acceptable testing instrumentation. Only true RMS calibrated equipment shall be used.
- iii. For infrared surveying, the Contractor shall utilize Thermographic test equipment which meets or exceeds the following specifications for either short wave or long wave electromagnetic radiation:
  - Short Wave Electromagnetic Radiation

a. System Type: Focal plane array camera
b. Spectral Range: 3.6 to 5 Microns (Std.)
c. Detector: PtSi Nybrid Silicon FPA

- d. Image Storage Capability: Image storage transferable to a color computer. Imaging and printing capability of problem areas. Ultra high resolution 320 by 244 focal plane array detector (78,080 pixels) (FPA required-rotating polygons and scanning mirrors unacceptable). Single element temperature measurement. Full ratio metric 12-bit images (4,096 thermal levels).
- Long Wave Electromagnetic Radiation

a. System Type: Focal plane array infrared camera

b. Spectral Range: 7.5 – 13 microns

c. Detector: Un-cooled micro bolometer

- d. Temperature Measurement Accuracy: +2% of range or 2 degrees.
- iv. For Power Factor testing, the Contractor shall utilize a clamp-on type of Current/Power Probe that measures dc current, ac current, and ac power in conjunction with a true RMS multi meter. Probe shall be switch-selectable for outputs representing amps or kilowatts. Kilowatt measurement shall take into account the phase angle and waveform distortion of both voltage and current to provide good performance over a wide range of input signals. A zero control function shall be provided to offset core magnetization to improve accuracy of low-level dc current and kilowatt measurements. Multi-meter shall be a 4000 count instrument and shall measure frequencies between 0.5 Hz and 200 KHz with up to 0.01 Hz resolution. Accuracy shall be  $\pm 1\%$  for any range for all functions.
- v. For Ultrasound Inspecting, the Contractor shall utilize ultrasonic test equipment which meets or exceeds the following specifications:
  - Circuitry: Solid state heterodyne receiver with temperature compensation.
  - Frequency response: Detect ultrasonic frequencies between 20 kHz and 100 kHz, continuously variable. Frequencies are converted to 100 Hz to 3 kHz audio.
  - Probes scanning module: Patented Trisonic plug-in type consisting of a phased array of multiple transducers for airborne ultrasound. This probe is shielded against RF interference.
  - Features frequency turning adjustment dial: scale 20 100 kHz with "fixed band" position for ultra-narrow frequency response.
  - Features bi-modal meter switch: For logarithmic and linear meter scale adjustments.

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- Features auxiliary mode: selection for chart recorder output: 0 50 mV, precision 10 turn adjustment dial with numerically calibrated sensitivity increments for finite gain adjustment.
- Ultrasonic test equipment meets and exceeds ASTM E1002-93 requirements for leak detection.

#### d. Testing Requirements for Plan "A"

- i. Testing of all listed equipment (see Attachments A and B), is to be performed on the following schedule:
  - NUMC equipment is to be tested over a three year period. The Vendor will work with the NUMC Superintendent of Electrical Utilities to establish a 36 month schedule which will ensure all the listed equipment is tested once in the 36 month period.
  - AHP equipment is all to be tested in the first year of the contract.
  - Ultrasonic and infra-red testing will be performed annually on all NUMC and AHP listed equipment.
  - See specific testing requirements below.

#### <u>Ultrasonic Testing of Electrical Equipment (shall be performed annually)</u>

A. Shall be performed on equipment to measure and record sound waves and/ or vibrations (arcing, tracking, corona etc.) above audible sound (16-18 KHz).

#### <u>Infra-red scanning of electrical equipment</u> (shall be performed annually)

- A. Visual and Mechanical Inspection
  - 1. Inspect for physical, electrical and mechanical condition
  - 2. Visual inspection of bus alignment
  - 3. Remove all necessary covers prior to scanning
- B. Equipment to be scanned
  - 1. Transformers, batteries, Switches, bus duct, switchgear, terminations, cables, cable connections, circuit breakers, terminations, rotating equipment, etc.
- C. Provide report indicating the following:
  - 1. Problem area (location of "hot spot")
  - 2. Indicate temperature rise between "hot spot" and normal or reference area
  - 3. Indicate cause of heat rise
  - 4. Indicate phase unbalance, if present
  - 5. Index of areas scanned
  - 6. When any anomaly is found provide, voltage, current, millivolt drop, harmonics, and Power Factor test results with conclusions, recommendations and solutions.
- D. Test Parameters
  - 1. Shall be performed annually.
  - 2. Scanning distribution systems with ability to detect  $10^{0}$  C rise between subject area and reference at  $300^{0}$  C
  - 3. Equipment shall detect emitted radiation and convert detected radiation to visual signal
  - 4. Provide Digital and Thermographic images of all equipment for trending purposes.

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#### E. Test Results

- 1. Temperature gradients of 10<sup>0</sup> C to 30<sup>0</sup> C indicate possible deficiency and warrant investigation
- 2. Temperature gradients of  $40^{\circ}$  C to  $150^{\circ}$  C indicate deficiency; repair as time permits
- 3. Temperature gradients of 160° C and above indicate major deficiency; secure power and repair as soon as possible.

All below testing is to be performed on NUMC equipment over the 36 month contract period and on AHP equipment in the first 12 months of the contract.

#### Metal Clad enclosed Switchboard Assemblies-All Voltages

#### A. Visual and Mechanical Inspection

- 1. Inspect for physical, electrical and mechanical condition
- 2. Compare equipment nameplate information with latest single line diagram and report discrepancies
- 3. Inspect proper alignment, anchorage and grounding
- 4. Inspect all bus connections for high resistance, use resistance ohmmeter or check tightness of bolted bus joints by calibrated torque-wrench method. Refer to manufacturer's instruction manual or proper foot/pound levels. An infra-red survey shall be made with system in operation to identify high resistance connections.
- 5. Key interlock systems shall be physically tested to ensure proper function:
  - a. Closure attempt shall be made on locked open devices. Opening attempt shall be made on locked closed devices.
  - b. Key exchange shall be made with devices operated in off-normal positions.
- 6. All doors, panels and sections shall be inspected for paint defects, dents scratches and fit.
- 7. Remove all foreign matter using a vacuum cleaner.
- 8. All active components shall be exercised.
- 9. All indicating devices shall be inspected for proper operation.
- 10. Breaker racking mechanisms shall be cleaned, lubricated and checked for proper alignment.

#### B. Electrical Tests

- 1. Perform Ultrasonic Testing
- 2. Perform Thermographic Survey
- 3. Insulation Resistance Test Measure insulation of each bus section phase to phase and phase to round for one (1) minute. Test voltage and minimum acceptable values in accordance with Section C.
- 4. Over potential Test Perform over potential test on each bus section phase ground. Potential application shall be for one (1) minute, Test voltage shall be in accordance with Section C and/or manufacture's recommendations.
- 5. Control Writing Insulation Test Measure insulation of control wiring to ground.
- 6. Control Wiring Performance Test Use the elementary diagrams of the metal dad switchgear to identify each remote control and protective device. Conduct tests as required to verify satisfactory performance of each of these control features.

#### C. Test Values

- 1. Bolt torque levels shall be in accordance with U.S, Standard Bolt Torques for bus connections.
- 2. Insulation Resistance Test to be performed in accordance with Table below:

#### INSULATION RESISTANCE TEST VOLTAGE

Voltage Rating Test Voltage

150-600V 1000V (500volts if equipped with electronic circuitry)

601-05000V 2500V

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Values of insulation resistance less than manufacturer's minimum requirements or NETA Maintenance Testing Specifications should be investigated. Over potential tests should not proceed until, insulation resistance levels are raised to said minimum.

#### **Protective Relays**

- A. Visual and Mechanical Inspection
  - 1. Inspect cover glass and cover gasket, check for presence of foreign material, moisture, condition of spring, disc clearance, rust and contacts. If required, contacts will be burnished or recommendations for replacement shall be listed for the client consideration. Clean cover glass.
  - 2. Check mechanically for freedom of movement, proper travel and alignment and tightness of mounting hardware and top screws. Inspections will include bearings and bearing pins for damage, jewel cracks, etc. Bearings will be adjusted for rotor end play if required.
  - 3. Adjust stationary contact screw for initial tension and contact wipe. Adjust set screw collar of disk, if required (normally due to transportation abuse)
  - 4. Settings shall be left as found unless otherwise instructed by the owner.
- B. Electrical Tests
  - 1. An operational test of the protective relays specified will be performed. This will be accomplished by applying proper values of current and/or voltage to the relay and comparing the operating time to published characteristic curves.
  - 2. The following shall be performed during relay calibration:
    - a. Insulation resistance (Do not perform this test on solid state relays)
    - b. Zero check
    - c. Pick-up of each operating unit
    - d. Time-current characteristics, when applicable
    - e. Target and seal-in operation
    - f. Special tests that are particular to a specific type of relay such as through fault, reach, drop-out etc.

#### **Automatic Transfer Switches**

- A. Visual and Mechanical Inspection
  - 1. Inspect for physical damage
  - 2. Check switch to ensure positive interlock between normal and alternate sources (mechanical and electrical)
  - 3. Check tightness of all control and power connections
  - 4. Perform manual transfer operation
  - 5. Ensure mechanical breaker reset function
- B. Electrical Tests
  - 1. Perform Ultrasonic Testing
  - 2. Perform Thermographic Survey
  - 3. Perform insulation resistance test phase-to-phase and phase-to-ground with switch in both source positions.
  - 4. Check calibration of the following:
    - a. Voltage sensing relays
    - b. Transfer time delay relay
    - c. Engine shutdown relay
  - 5. Perform automatic transfer by:
    - a. Simulating loss of normal power

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- b. Return to normal power
- 6. Monitor and verify correct operating and timing:
  - a. Normal voltage sensing relays
  - b. Engine start sequence
  - c. Time delay upon transfer
  - d. Alternate voltage sensing relays
  - e. Automatic transfer operation
  - f. Interlocks and limit switch function
  - g. Timing delay and retransfer upon normal power restoration
  - h. Engine shutdown feature

#### **Metering and Instrumentation**

- A. Visual and Mechanical Inspection
  - 1. Examine all devices for mechanical and electrical damage and wire connection tightness.
  - 2. Check condition of meter face and face gaskets
  - 3. Clean cover glass inside and out
- B. Electrical Tests
  - 1. Check calibration of all meters at cardinal points using a full scale test instrument having a precision of no more than fifty percent (50%) of the instrument being tested
  - 2. Calibrate watt-hour meters to one half percent (0.5%) or specified accuracy of manufacturer.
  - 3. Verify all instrument-multipliers
  - 4. Meter selector switches shall be inspected for proper application and operation

#### **Ground Fault Systems (NEC 230-95)**

- A. Visual and Mechanical Inspection
  - 1. Inspect for physical damage
  - 2. Inspect neutral main bonding connection to assure:
    - a. Zero sequence system-is grounded upstream of sensor
    - b. Ground strap systems are grounded downstream from the sensing device
    - c. Ground connection is made ahead of neutral disconnect link
  - 3. Inspect control power transformer to ensure adequate capacity for system
  - 4. Monitor panels (if present) shall be manually operated for:
    - a. Trip tests
    - b. No trip tests
    - c. Non-automatic reset
    - d. Proper operation and test sequence shall be recorded
  - 5. Zero sequence systems shall be inspected for symmetrical alignment of core balance transformers about all current carrying conductors.
  - 6. Ground fault device circuit nameplate identification shall be verified by device operation
  - 7. Pick-up and time delay settings shall be left as found
  - 8. Ensure control circuit has disconnectable fuse device with current limit fuses
- B. Electrical Test

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- 1. System neutral insulation resistance shall be measured to ensure no shunt ground paths exist, neutral-ground disconnect link shall be removed, neutral insulation resistance measured and link replaced, where practical.
- 2. The relay pick-up current shall be determined by primary injection at the sensor and the circuit interrupting device operated
- 3. The relay timing shall be tested by injecting a minimum of one hundred fifty percent (150%) of pick-up current into sensor. Total trip time shall be monitored and recorded.
- 4. System operation shall be tested at fifty five percent (55%) rated voltage

#### C. Test Parameters

- 1. System neutral insulation shall be a minimum of one hundred (100) ohms preferably one (1) megohm or greater.
- 2. Relay pick-up current shall be within ten percent (10%) of device dial or fixed setting, and in no case greater than twelve hundred (1200) amperes
- 3. Relay timing shall be in accordance with manufacturer's published time current characteristic curves

#### Transformers - Liquid Filled

#### A. Visual and Mechanical Inspection

- 1. Inspect for physical damage. Perform a close examination for all damages that may have occurred as the result of environmental, rodent, bird nests or any other which may interfere with normal operation.
- 2. Compare equipment nameplate information with latest single line diagram and report discrepancies.
- 3. Verify proper auxiliary device operation such as fans, pumps, sudden pressure device, indicators, tap changer, and gas pressurization system.
- 4. Check tightness of external bolted electrical joints.
- 5. Check all liquid in tanks and bushings for proper level and inspect for oil leaks.
- 6. Perform specific inspection and mechanical tests as recommended by manufacturer

#### B. Electrical Tests

- 1. Perform Ultrasonic Testing
- 2. Perform Thermographic Survey
- 3. Insulation resistance tests shall be performed winding-to-winding and winding-to-ground. Appropriate guard circuit shall be utilized over all bushings
- 4. A dielectric absorption test shall be made winding-to-winding and winding-to-ground for ten (10) minutes. The polarization index shall be computed as the ratio of the ten (10) minute to the one (1) minute reading.
- 5. Insulation power factor tests shall be made on all high and low voltage windings and bushings. Overall dielectric loss and power factor (CH, CL, CHL) shall be determined. Undergrounded specimen tests (UST) shall be made on any bushings equipped with power factor or capacitance taps., Individual exciting current tests shall be performed on each phase in accordance with established procedures (see Doble procedures). Transformer must be isolated for these tests.
- 6. A turns ratio test shall be performed between windings for all tap positions. The final tap setting is to be determined by the equipment owner and set by the Contractor.
- 7. Measure secondary voltage phase-to-phase and phase-to-ground after final energizing and prior to loading
- 8. Insulating oil shall be sampled in accordance with ASTM D-87. Sample should be laboratory tested for the following:
  - a. Dielectric strength
  - b. Acid neutralization number
  - c. Color
  - d. Power factor

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9. Perform special tests and adjustments as suggested by manufacturer on tap changer, fan and pump control and alarm functions.

#### C. Test Values

- 1. Insulation resistance and absorption test will be 1000V DC. Resistance values to be temperature corrected in accordance with attached table if specified
- 2. The absorption test polarization index should be above 2.0 unless an extremely high value is obtained at the end of one (1) minute that when doubled will not yield a meaningful value with the available test equipment

INSULATION RESISTANCE CONVERSION FACTORS FOR CONVERSION OF TEST TEMPERATURE TO 200 c

TEMPERATURE		TRANSFORMER	
<sup>0</sup> C	<sup>0</sup> F	Oil	Dry
0	32	.25	.40
5	41	.36	.45
10	50	.50	.50
15	59	.75	.75
20	68	.00	1.00
25	77	1.40	1.30
30	86	1.98	1.60
35	95	2.80	2.05
40	104	3.95	2.50
45	113	5.50	3.25
50	122	7.85	4.00
55	131	11.20	5.20
60	140	15.85	6.40
65	149	22.40	8.70
70	158	31.75	10.00
75	167	44.70	13.00
80	176	63.50	16.00

#### <u>Transformers – Dry Type</u>

- A. Visual and Mechanical Inspection
  - 1. Inspect for physical damage, mechanical and electrical connections.
  - 2. Compare equipment nameplate information with latest single line diagram and report discrepancies.
  - 3. Verify proper auxiliary device operation such as fan and indicators in accordance with manufacturer's recommendations.
  - 4. Check tightness of accessible bolted electrical joints by calibrated torque method.
  - 5. Perform specific inspections and mechanical tests as recommended by manufacturer.
  - 6. Make a close examination for shipping brackets or fixtures that may not have been removed during original installation. Ensure resilient mounts are free.
  - 7. Make a close examination for the collection of dirt or other forms of material that may have collected in the windings during normal operation. Any foreign material, which may interfere with cooling or reduce clearances to ground, shall be removed using accepted methods.
- B. Electrical Tests

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- 1. Perform Ultrasonic Testing
- 2. Perform Thermographic Survey
- 3. Insulation resistance tests shall be performed winding-to-winding and winding-to-ground
- 4. A dielectric absorption test shall be made winding-to-winding and winding-to-ground for ten (10) minutes. The polarization index shall be computed (optional).
- 5. Insulation power factor tests shall be made from winding-to-winding and from each winding-to-ground (Optional). Individual exciting current tests shall be performed on each phase in accordance with established procedure (see Doble procedures).
- 6. A turns ratio test shall be performed between windings.
- 7. Over potential test shall be made on all high and low voltage winding-to-ground.
- 8. Winding resistance tests shall be made for each winding at nominal tap position (optional).
- 9. Perform special tests and adjustments as suggested by manufacturer for fans, controls, and alarm functions.
- 10. Measure secondary voltage phase-to-phase and phase-to-ground after final energizing and prior to loading.

#### C. Test Values

- 1. Insulation resistance and absorption test voltage will be at 1000V DC. Results to be temperature corrected in accordance with insulation resistance conversion factors if specified.
- 2. The absorption test polarization index should be above 2.0 unless an extremely high value is obtained at the end of one (1) minute that when doubled will not yield a meaningful value with the available test equipment.
- 3. Power factor test values in excess of 1% Doble, and 2% IEEE should be investigated.
- 4. Winding resistance test results should compare within one percent (1%) of adjacent windings.
- 5. Turns ratio test results should not deviate more than one-half of one percent (.5%) from calculated ratio.

#### Cables - Medium Voltage

#### A. Visual and Mechanical Inspections

- 1. Inspect exposed section for physical damage.
- 2. Verify cable is supplied and connected in accordance with single line diagram.
- 3. Inspect for shield grounding, cable support, and termination.
- 4. Visible cable bends shall be checked against IPCEA or manufacturer's minimum allowable bending radius.
- 5. Inspect for proper fireproofing in common cable areas.
- 6. If cables are terminated through window type C.T's make an inspection to verify that neutrals and grounds are properly terminated for normal operation of protective devices.
- 7. Inspect for visual jacket and insulation condition.

#### B. Electrical Tests

- 1. Perform Ultrasonic Testing
- 2. Perform Thermographic Survey
- 3. Perform D.C. High Potential Proof Test
  - a. Each conductor shall be individually tested with all other conductors grounded. All shields shall be grounded.
  - b. Terminations shall be properly corona suppressed
    - i. A D.C. high potential shall be applied in equal increments of not more than 5000 volts or less than eight (8) steps until maximum
    - ii. test voltage is reached. D.C. leakage current shall be recorded at each step after a constant stabilization time consistent with systems charging current decay.
  - c. A graphic plot shall be made of leakage current vs. voltage and leakage current vs. time (optional).

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- d. The test conductor shall be raised to a maximum test voltage and held for a total time elapse as specified by the IPCEA for the type and voltage rating of insulation being tested reading of leakage current vs. time shall be recorded.
- e. The applied conductor test potential shall be reduced to zero (0) and grounds applied for period adequate to drain all insulation stored potential. Customer advised ground cables have been installed.
- f. Maximum test voltages shall be in accordance with applicable IPCEA, AEIC and manufacturer's recommended 60x levels.
- 4. Perform a shielded continuity test by ohmmeter method. Ohm value shall be recorded.

#### C. Test Values

- 1. D.C. high potential test results
  - a. Step voltage slope should be reasonably linear
  - b. Absorption slope should be flat or negative. In no case should slope exhibit positive characteristics.
  - c. Current delay rate should be uniform.

#### Circuit Breakers - Medium Voltage

- A. Visual and Mechanical Inspection
  - 1. Inspect for physical damage, clean and lubricate operating mechanism.
  - 2. Inspect anchorage, alignment and grounding.
  - 3. Perform all mechanical operator and contact alignment tests on both the breaker and its operating mechanism in accordance with manufacturer's instruction.
  - 4. Check tightness of bolted bus joints by calibrated-torque wrench method. Refer to instruction for proper foot pound levels.
  - 5. Cell fit and element alignment shall be checked
  - 6. Using the manufacturer's instruction book, verify the primary and secondary contact wipe and dimensions which are vital to satisfactory operation of the circuit breaker.
  - 7. Ensure that all maintenance devices are available for servicing and operating equipment.

#### B. Electrical Test

- 1. Perform Ultrasonic Testing
- 2. Perform Thermographic Survey
- 3. Measure contact resistance
- 4. Perform minimum pick-up voltage tests on trip and close coils.
- 5. Perform an insulation resistance test, pole to ground, pole to pole and across open pole at 1000V DC.
- 6. Perform insulation resistance test at 1000V DC on all control wiring. Do not perform the test on wiring connected to solid state relays.
- 7. If charging motors are used, check conditions of brushes and limit switches.
- 8. Perform D.C. Power factor tests with breakers

#### C. Test Values

- 1. Contact resistance shall be determined in micro-ohms. Resistance values should in no case exceed 500 micro-ohms. Manufacturer should be consulted for acceptable range.
- 2. Power factor and arc chute watts loss must be no greater than the manufacturer's allowable value.

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#### Air Switches - High and Medium Voltage

#### A. Visual and Mechanical Inspection

- 1. Inspect for physical damage
- 2. Perform mechanical operator tests in accordance with manufacturer's instructions. Clean and lubricate operator.
- 3. Check blade alignment and arc interrupter operation.
- 4. Check fuse linkage and element for proper holder and current rating.
- 5. Check each fuse holder for adequate mechanical support of each fuse.
- 6. Check key interlocks for safe operation and proper key distribution.

#### B. Electrical Tests

- 1. Perform Ultrasonic Testing
- 2. Perform Thermographic Survey
- 3. Perform insulation resistance test on each phase-to-ground and from phase-to-phase.
- 4. Perform over potential test on each pole-to-ground and pole-to-pole.
- 5. Perform contact resistance test across each switch blade and fuse holder.

#### C. Test Values

1. Contact resistance shall be determined in micro-ohms. Any value exceeding fifty (50) micro-ohms or any values which deviate from adjacent poles or similar switches by more than fifty percent (50%) should be investigated.

#### <u>Circuit breakers - Low Voltage (Air)</u>

NOTE: Draw-out air circuit breakers shall be tripped open and withdrawn from the cell. Fixed mounted (bolted etc.) circuit breakers shall be inspected and tested in place unless repairs warrant removal.

#### A. Visual and Mechanical Inspection

- 1. Inspect arc chutes and inter-phase barriers for cracking, burning, chipping and misalignment. A detailed listing shall be compiled of any interrupting components, which have sustained damage or wear (such as an accumulation of scale sufficient to render their respective efficiency questionable).
- 2. All contacts (main, arcing, auxiliary etc.) shall be inspected for burning and pitting and will be cleaned, dressed, adjusted for wipe, travel and pressure as required. Replacement will be recommended.
- 3. Operating mechanisms and linkages shall be vacuum cleaned, lubricated and adjusted for proper operation, clearance, pressure and tension. A check shall be made to ensure that all retaining rings, pins, springs, screws and bolts are in place, tightened properly and in good working order.
- 4. Control and closing coils, shunt trip coils, charging motors, integral control relays and auxiliary switches and relays are cleaned, lubricated, adjusted and inspected to ensure that they are in proper working order.
- 5. Primary disconnect stabs on draw out circuit breakers are inspected for wear, pitting or burring and cleaned and adjusted as required.
- 6. Circuit breaker frame, insulators and main copper details are vacuum cleaned of all extraneous foreign material (dust, dirt, carbon, moisture, etc.)

#### B. Electrical Tests

- 1. Perform Ultrasonic Testing
- 2. Perform Thermographic Survey
- 3. Contact resistance test shall be performed.

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- 4. An insulating resistance test shall be performed at 1000VDC on all insulating material from phase-to-phase and from phase-to-ground using a megger type insulation tester and 500VDC on solid state circuit breakers.
- 5. Recalibration of the circuit breaker will be done in addition to cleaning, adjusting and minor repairs. The trip unit is tested by applying the necessary current required to cause the circuit breaker to trip open. The time required to trip is compared to the characteristic curves and if required adjustments are made to ensure operation within the specified limits. Breakers are tested one phase at a time for the following values:
  - a. Long time delay armature pick-up
  - b. Long time delay timing test at three hundred percent (300%) of trip rating
  - c. Long time delay resettable point (when required)
  - d. Short time delay minimum pick-up value (+15%)
  - e. Short time delay timing check at one hundred fifty percent (150%) of trip rating. Solid state units at a value above one hundred twenty percent (120%) of trip rating
  - f. Instantaneous trip check (+20%)
- 6. Auxiliary protective devices, such as ground fault or under-voltage relays shall be operated to ensure proper operation of shunt trip devices.
- 7. Circuit breakers with solid state trip units must be in accordance with manufacturer's instructions.
  - a. Primary injection is required on all breakers to evaluate complete trip circuit operation.
    - b. Secondary injection can be used for evaluating the electronic portion of the trip unit.

#### C. Test Values

- 1. Contact resistance shall be determined in microhms or millivolts. Values, which deviate from adjacent poles or similar breakers by more than fifty percent (50%), should be investigated.
- 2. Insulation resistance shall not be less than fifty (50) megohm.
  - a. Solid state devices shall be tested at 500VDC.
- 3. Minimum pick-up current, trip times and instantaneous pick-up values shall be adjusted to engineer settings. Test values should fall within manufacturer's published time-current characteristic tolerance band.

#### **Battery System**

- A. Visual and Mechanical Inspection
  - 1. Inspect for physical damage.
  - 2. Check intercell but link integrity.
- B. Electrical Tests
  - 1. Perform Ultrasonic Testing
  - 2. Perform Thermographic Survey
  - 3. Measure system charging voltage and each individual cell voltage.
  - 4. Measure electrolyte specific gravity and level.
- C. Test Values
  - 1. Compare measured values with manufacturer's specifications.

#### **Surge Arrestors**

- A. Visual and Mechanical Inspection
  - 1. Inspect for physical damage, such as chipped or fractured porcelain
  - 2. Inspect ground and discharge counter connections for integrity

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#### B. Electrical Tests

- 1. Perform Ultrasonic Testing
- 2. Perform Thermographic Survey
- 3. Perform a 60hp spark over test (optional)
- 4. Perform a radio influence voltage (RIV) test (optional)
- 5. Perform an insulation power factor test.
- 6. Perform grounding continuity test to Ground Grid System

#### Circuit Breakers - Oil

#### A. Visual and Mechanical Inspection

- 1. Inspect for physical damage with plans and specifications. Check all gasketed covers and seals for weather tight condition.
- 2. Inspect anchorage, alignment and grounding.
- 3. Perform all mechanical operation and contact alignment tests on both the circuit breaker and its operating mechanism in accordance with manufacturer's instructions. Clean and lubricate operating mechanism.
- 4. Check tightness of bolted bus joints by calibrated torque wrench method. Refer to manufacturer's instructions for proper foot pound levels.
- 5. Using the manufacturer's instruction book, verify the primary and secondary contact wipe and other dimensions which are vital to satisfactory operation of the circuit breaker.
- 6. Where used, verify operation if pneumatic or hydraulic system limit switches, compressor operation and integrity of piping.

#### B. Electrical Tests

- 1. Perform Ultrasonic Testing
- 2. Perform Thermographic Survey
- 3. Measure contact resistance.
- 4. Perform breaker travel time test if unit is properly equipped for this test
- 5. Sample insulation liquid. Sample shall be laboratory tested for:
  - a. Dielectric strength
  - b. Acid neutralization number
  - c. Color
  - d. Power factor (optional)
- 6. Perform minimum pick-up voltage tests on trip and close coils.
- 7. Circuit breaker shall be tripped by operation of each protective device.
- 8. Perform insulation resistance test on each pole to ground and pole to pole at 1000V D.C.
- 9. Perform over potential test an each pole-to-ground and pole- to- pole
- 10. Perform insulation resistance test on all control wiring at 1000V D.C. (Do not perform this test on wiring connected to relays).
- 11. Perform power factor tests on each pole and each bushing equipped with power factor taps.

#### C. Test Values

- 1. Contact resistance shall be determined in micro-ohms. Resistance values should in no case exceed 500 micro-ohms. Manufacturer should be consulted for acceptable limits.
- 2. Circuit breaker travel and velocity values should be compared to manufacturer's acceptable limits.
- 3. Insulating liquid tests shall comply with manufacturer's recommendations.
- 4. Power factor results shall compare favorably to all other breaker test results for the same voltage rating and manufacturer of the breaker and/or bushings as published by Doble Engineering Co.

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#### **Grounding Systems**

- A. Visual and Mechanical Inspection
  - 1. Inspect ground system for adequate terminations of all devices
- B. Electrical Tests
  - 1. Perform fall of potential test per IEEE Standard No. 81, Section 9.04 on the main grounding electrode or system.
  - a. Perform the two (2) point method test per IEEE No. 81, Section 9.03 to determine the ground resistance between the main grounding system and all major electrical equipment frames, system neutral and or derived neutral points.
- C. Test Values
  - 1. The main ground electrode system resistance to ground should be no greater than five (5) ohms for commercial or industrial systems and one (1) ohm or less for generating or transmission station grounds unless otherwise specified by the engineer.

#### **Electrical Systems Analysis**

Any immediate safety or hazard concern that is identified during any visit shall be shared with the Owner's authorized representative while on-site.

At the completion of each service visit, the Contractor shall compile the results of all inspections, measurements, surveys and predictive and proactive service activities. The Contractor shall then analyze these results to ascertain the condition of the electrical devices and/or components. The initial analysis shall be documented in the form of an Electrical Systems Analysis Report, made available in hard copy and electronic internet based interactive format that both the Owner and Contractor can easily update, and shall be presented to the Owner's authorized representative(s).

The Electrical Systems Analysis Report shall be reviewed with the Owner and, if appropriate, include any recommended repairs, solutions and/or opportunities for improved electrical system efficiency, reduced electrical utility costs and/or improving safety conditions and/or minimizing the risk of downtime. If any component covered under the terms of this agreement is found to

be in a non-maintainable condition, during the first service task on each component the Owner shall be provided with the options and associated costs to either:

- Repair or replace the doubtful component; or
- Remove the doubtful component from the repair or replacement provisions of this agreement.

#### Reports

The Contractor shall furnish with his/her bid a sample of each of the following reports for review by the Owner. Failure to do so will result in a rejection of the bid.

A. A report shall include each component identified in the Inventory of Equipment Schedule. As a minimum, the report shall include the following information: Component, purpose, size, type, quantity, manufacturer, electrical ratings, location, inspection/tests performed, inspection/test results, deficiencies found, probable cause(s), photographs, and infrared images.

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- B. An Infrared and Ultrasonic Survey Exception Report shall be provided for all identified concerns or potential failures. As a minimum, the Infrared Survey Exception Report shall consist of a color graphic report of abnormal temperature readings identified by the infrared survey, and detail ambient, caution, and warning conditions.
- C. A Power Quality Analysis Report shall be provided for all identified concerns or problems. As a minimum, the report shall include the spectrum of harmonic disturbances for each test point in the electrical system where disruption due to adverse power quality interaction is suspected.

In addition, the report shall provide alternative options for power quality protection of operating and load conditions.

D. An Electrical Systems Analysis Report shall be provided for all identified concerns or problems. As a minimum, the Electrical Systems Analysis Report shall include for each identified concern or problem a detailed description of the situation, a color photograph of the deficiency, an explanation as to the cause, the result, the consequences if not corrected, the recommended course of action to be taken, and a list of the required action steps that would properly rectify the situation.

The Contractor will provide a price per year for maintenance and testing as per the aforementioned specifications. Prices under Plan "A" shall be made effective for three (3) years; no other price changes will be permitted. Billing for Plan "A" shall be monthly in arrears, in equal monthly installments.

#### VI. Job Specifications; Repairs & Installations

- a. Repair, replacement and installation services are to be performed on an as-needed, time and material basis.
- b. All repairs are to be re-tested and all installations are to be tested. Verify that the repairs and the total system meet specifications and complies with applicable standards and codes.
- c. All parts supplied must match and intermember without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.
- d. Any requirement to remove any part of the equipment of system(s), to Vendor's shop, must be approved by an authorized agency representative. NHCC shall supply all utilities which are available on location insofar as compatibility requirements permit.
- e. Vendor shall supply all labor, parts and materials to repair equipment to optimum operating conditions and in accordance with original equipment manufacturers specifications.
- f. Vendor must be able to obtain OEM parts for repairs, when requested. Note: Technical Director of Purchasing may require proof in writing.
- g. Warranty for parts and labor shall be a minimum of 90 days.

#### VII. Deliverables

- a. All tests and inspections shall be scheduled in advance and the activities will be kept to the schedule.
- b. Service tickets to be completely filled out and legible. Service tickets will be provided to the NHCC coordinator at the conclusion of each day.
- c. Any items found to be deficient will be reported in writing to the NHCC coordinator at the conclusion of each day.
- d. Final reports of inspection and maintenance activity delivered within two weeks of completion of activity.
- e. Final reports of repairs and retest delivered within two weeks of completion.
- f. Cost proposals to repair any noted deficiencies to be provided in writing within two weeks of the deficiency being noted.

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a. All inspection, testing, maintenance activities under this contract are to remain in compliance with above referenced codes, standards, and authorities having jurisdiction.

#### VIII. Vendor Response Required

a. References; provide at least ten (10) references ensuring that at least five (5) of the references are hospitals and at least three (3) of the references are large campus settings, for whom the proposer is currently performing ongoing electrical maintenance, similar in scope of services to that which is specified herein. Failure to submit this list will result in a rejection of the bid. A reference may be both a hospital and a large campus setting. Provide business name and address, contact person name and title and phone.

References								
Business Name	Name Address Contact Person Title							

h List of halidays absorred	
b. List of holidays observed	

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c.	Submit	t a general safety plan	
d.	Vendo	r's contact number:	
	i.	Normal business hours:	_
	ii.	After normal hours:	

#### IX. Pricing

- a. Plan A: Inspection and testing work to be referred to and billed as Plan "A" work.
- b. Plan B: Any Additional Work to be billed as Time and Materials and will be referred to as "Plan B" work.
  - i. In the event that work is required beyond the written scope of the contract, Vendor is required to provide a schedule of labor rates and parts that will be extended for this additional requested work.
    - The pricing summary will be a "time and material" portion of the agreement and referred to as "Plan B".
    - All work performed under "Plan B" shall adhere to the same work guidelines and standards outlined in "Plan A" and all other sections of this agreement.
  - ii. The schedule of labor rates for "Plan B" should include a straight time rate, overtime rate, weekend rate, and holiday rate.
  - iii. Provide pricing for the job titles listed if you plan to utilize them in performing the work in this proposal. If you plan to utilize / offer additional job titles, use the additional blank spaces or attach additional sheets if needed.
  - iv. Additional work is at the discretion and approval of the designated NHCC representative. No additional work is to be performed without prior authorization.
  - v. There will be no charge for call back service if the affected equipment was serviced within the past eight (8) hours.
  - vi. The schedule for pricing of parts under "Plan B" should include manufacturer's list price, discount if applicable or percent mark up over cost where no manufacturer's list price exist.
    - Charges for parts used to complete work under this service contract are required to be itemized on invoices.
  - vii. The schedule for pricing of equipment charges, if applicable, will be per hour and per day. Provide pricing for any equipment charges you plan to offer under this agreement. Use the additional blank spaces or attach additional sheets if needed.

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	Plan "A" Full Service Inspection & Testing						
#	Description	Cost for 1 cycle	Monthl y cost	Year 1 cost	Year 2 cost	Year 3 cost	Total 3 year cost
A 1	Inspection & testing of all equipment at NUMC as listed in Attachment "A". All equipment to be tested once in the 36 month period.  Billing for this item shall be monthly in arrears in 36 equal monthly installments.						
A 2	Inspection & testing of all equipment at AHP as listed in Attachment "B". All equipment to be tested once in the first 12 months of the contract. Billing for this item shall be monthly in arrears in 12 equal monthly installments in the first year of the contract.						
A 3	Ultrasonic and infra-red testing of all equipment at NUMC. All equipment to be tested annually. Billing for this item shall be monthly in arrears.						
A 4	Ultrasonic and infra-red testing of all equipment at NUMC. All equipment to be tested annually. Billing for this item shall be monthly in arrears.						
	Instructions	Insert cost to complete the entire listed task once	Divide 1 cycle cost by 36 for A1. Divide by 12 for all others	Multiply monthly cost by 12	Multiply monthly cost by 12	Multiply monthly cost by 12	Add up year 1, 2, and 3 costs

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	F	Plan "B" Labor Pricing	
	<b>Specify Job Title</b>	Time Period	\$ / hour
B1	Project Manager	Normal: Mon-Fri 7:00 AM – 4:00 PM	
B2		Overtime: Mon-Fri	
B3		Saturday	
B4		Sunday	
B5		Holiday	
B6	Electrical Foreman	Normal: Mon-Fri 7:00 AM – 4:00 PM	
B7		Overtime: Mon-Fri	
B8		Saturday	
B9		Sunday	
B10		Holiday	
B11	Electrician	Normal: Mon-Fri 7:00 AM – 4:00 PM	
B12		Overtime: Mon-Fri	
B13		Saturday	
B14		Sunday	
B15		Holiday	
B16	Electrical Laborer	Normal: Mon-Fri 7:00 AM – 4:00 PM	
B17		Overtime: Mon-Fri	
B18		Saturday	
B19		Sunday	
B20		Holiday	
B21		Normal: Mon-Fri 7:00 AM – 4:00 PM	
B22		Overtime: Mon-Fri	
B23		Saturday	
B24		Sunday	
B25		Holiday	
B26		Normal: Mon-Fri 7:00 AM – 4:00 PM	
B27		Overtime: Mon-Fri	
B28		Saturday	
B29		Sunday	
B30		Holiday	

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B31	Normal: Mon-Fri 7:00 AM – 4:00 PM	
B32	Overtime: Mon-Fri	
B33	Saturday	
B34	Sunday	
B35	Holiday	

	Parts / Materials / Equip	ment	
	Item		%
C1	Percentage discount from Mfg. List Price		
C2	Mark-up Over Cost where no list price		
	Item		
C3	Parts warranty period (minimum 90 days)		
C4	Labor warranty period (minimum 90 days	s)	
	Equipment	6 / Hour	\$ / Day
C5			
C6			
C7			
C8			
C9			
C10			
C11			
C12			
C13			
C14			
C15			
C16			
C17			
C18			
C19			
C20			

Note: Equipment may include data loggers, chart recorders, metering devices, lifts, boom trucks, etc.

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#### Attachment "A"

#### NUMC Equipment List for Plant "A" (scheduled maintenance service)

NOTE: All relays and meters will be tested annually. Also the testing of all ground fault relays installed in the 480 volt substation 7a, 7b, e3, 5b. & 4b. This includes fuse blocks and other related equipment.

1. **OUTDOOR SUBSTATION** 

2-69KV GE TRANSFORMERS 179000KVA WITH AUTO TAP CHANGERS INCLUDING STRUCTURE WITH PRIMARY SWITCHES AND LIGHTING ARRESTORS. 2-13KV GE MA-13.8-500-6H8 BREAKERS INCLUDING ALL RELAYS AND METERS.

- 2. 13.2KV SWITCH GEAR-MAINTENANCE BUILDING 8-G.E. 15KV-AM-13.8 BREAKERS
  - 1-JAIL VACUUM BREAKER

ALL RELAYS AND METERS

- 3. ALL 5KV & 15KV FEEDER CABLES WITH ASSOCIATED EQUIPMENT BEING TESTED.
- 4. SUBSTATION E-3 (BR-B-480E)
  - 2-750KVA TRANSFORMERS
  - 2-WESTINGHOUSE DB-50
  - 7-WESTINGHOUSE DB-25
- 5. BR-B1-480N (7A)
  - 2-2000KVA TRANSFORMERS
  - 3-CUTLER HAMMER 3000A ACB'S
  - 7-CUTLER HAMMER 800A MCCB'S
  - 1-CUTLER HAMMER 600A MCCB
- BR-B2-480L (7B) 6.
  - 2-2000KVA TRANSFORMERS
  - 3-WESTINGHOUSE DB-75
  - 7-WESTINGHOUSE DB-50
  - 5-WESTINGHOUSE DBL-25
- 7. BR-9 13.2/4160V POWER HOUSE
  - 5-WESTINGHOUSE LBF-LSKV A.I.S.
  - 1-WESTINGHOUSE 4.8KV A.I.S.
- 8. VAULT A AB-208N
  - 2-MAIN BREAKERS
  - 2-ITE AIR SWITCHES 15KV
  - 1-TIE AKR 1600A
  - 2-15KV HV AIR SWITCHES
  - 2-750KVA DRY TRANSFORMERS
  - 23-ROLLER SMITH RETRO'S 600A
- VALILT#1 (LINDERGROUND) SH-RE-208N 9.

VAULT #1 (UNDERGROUND) SII-BE-200N
1-15KV AIR INTERRUPTER SWITCH WEST

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	1-750KVA TRANSFORMER 1-DB75 5-DB25
11.	VAULT #6 (UNDERGROUND) SH-BW 208N 15KV AIR INTERRUPTER SWITCH WEST 1-750KVA DRY TYPE TRANSFORMER 1-DB100 6-DBL25
12.	VAULT Q QB-208N 2-15 KV AIR INTERRUPTER SWITCHES ITE 2-15KVA TRANSFORMERS 1-KE-A 4000 4-KD-A 3000 20-K-DON 600A 4-K-DON 1600A 1-ASCO IN Q AND 1-ASCO IN D BUILDING
13.	DC-BW-208E (E2A) 1-5KV G.E. AIR INTERRUPTER SWITCH 1-15KV AIR INTERRUPTER SWITCH 2-1500KVA DRY TRANSFORMER 132 120/208V 2-AK100 2-AK50 8-AK25
14.	DC-4WL-208E (E2B) 1-4.18KV G.E. HV AIR SWITCH 1-15KV AIR INTERRUPTER SWITCH 2-1000KVA DRY TRANSFORMER 13.2 120/208V 2-AK100 2-AK50 8-AK25
15.	IDC-NW-208E (E2C) 1-4.15KV G.E. TRANSFORMER 1-15KV AIR INTERRUPTER SWITCH 2-1000KVA TRANSFORMERS 13.2 120/208V 2-AK100 1-AK50 11-AK25
16.	DC-BW-208N (5A) 4-15KV G.E. AIR INTERRUPTER SWITCHES 1-1000KVA DRY TRANSFORMER 13.2 120/208V
ALL BIDS M	UST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

	1-1500KVA DRY TRANSFORMER 13.2 120/208V 3-AK100 3-AK50 13-AK25
17.	DC-BW-460 (5B) 3-15KV AIR INTERRUPTER SWITCHES 2-1000KVA DRY TRANSFORMERS 13.2 277/480V 4-AK50 5-AK25
18.	DC-4WU-208N (5C) 4-15KV AIR INTERRUPTER SWITCHES 2-1500KVA DRY TRANSFORMERS 13.2 120/208V 3-AK100 4-AK50 9-AK25
19.	DC-17W-208N (5D) 4-15KV AIR INTERRUPTER SWITCHES 2-1500KVA TRANSFORMERS 13.2 120/208V 3-AK100 2-AK50 13-AK25
20.	DC-BEL-208E (E1A) 2-15KV AIR INTERRUPTER SWITCH 2-1000KVA DRY TRANSFORMERS (1-1460V/1-13.2KV) 2-AK100 1-AK50 7-AK25
21.	DC-SEU-208N (4A) 4-15KV AIR INTERRUPTER SWITCHES 2-1500KVA 13.2 120/208V 3-AK100 3-AK50 7-AK25
22.	DC-BEL-480N (4B) 2-15KV AIR INTERRUPTER SWITCHES 1-1000KVA TRANSFORMER 13.2 1-2000KVA TRANSFORMER 5-AK50
23.	6-AK25 C-4EL-208E (E1B) 1-15KV AIR INTERRUPTER SWITCH 1-15V AIR INTERRUPTER SWITCH 2-1000KVA TRANSFORMERS (1-1460V/1-13.2KV)

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	2-AK100 2-AK50
	9-AK25
24.	DC-4EY 208N (4C) 4-15KV AIR INTERRUPTER SWITCHES 2-1500KVA 13.2 120/208V 3-AK100 5-AK50 11-AK25
25.	DC-17E 208E (E1C) 2-15KV AIR INTERRUPTER SWITCHES 2-1500KVA TRANSFORMERS (1-1460V/1-13.2KV) 2-AK100 2-AK50 12-AK25
26.	DC-17E208E (4D) 4-15KV AIR INTERRUPTER SWITCHES 2-1500KVA 13.2 120/208V 3-AK100 3-AK50 9-AK25
27.	EDB WEST 1-ASCO SWITCH 1-FUSED DISCONNECT 1-400KVA TRANSFORMER
30.	DCB GENERAL MAINTENANCE BUILDING 2-BATTERY SYSTEMS
31.	DCB Ground Floor Emergency Department Vault  1 GE 15KV Air Interrupter Switch  1 300 KVA Transformer  1 2000 Amp Breaker  5 ASCO Switches  1 2000 Amp GE Wave Pro Breaker  2 1600 Amp GE Wave Pro Breakers  4 800 Amp GE Wave Pro Breakers
32.	Emergency Generator Breakers 1 2000 Amp GE Power Break II 1 1600 Amp GE Power Break II 1 800 Amp GE Power Break II

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33	3	Cable	Vaults	and N	Manhole	٦6.
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- A. Clean all manholes of debris
- B. Check cable racks
- C. Check all ground connections
- D. Check floor drains for clogging

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#### Attachment "B"

#### AHP Equipment List for Plant "A" (scheduled maintenance service)

A Holly Patterson Electrical Equipment (all 208 / 120 V)

- 1. Chiller Plant main switch, 1000 A.
- 2. Motor Control Center

7 Distribution Breakers – 80 A.

3 DB - 200 A.

3 fused disconnect switch – 200 A

1 automatic transfer switch

3. Boiler Plant Panel BPP

4 DB - 90 A

4 DB - 100 A

1 DB – 125 A

4. Kitchen HVAC Roof Equipment – located in kitchen

1 fused disconnect switch – 400 A

2 fused disconnect switch – 200 A

5. B/C Electrical Room Main Switch Gear

1 Main switch – 2000 A

1 DB - 350 A

8 DB - 150 A

6 DB - 200 A

1 DB - 400 A

1 automatic transfer switch

6. Electric Room Sub-Dist-M

1 Cutler Hammer main breaker – 500 A

1 Main switch – 800 A

3 DB - 125 A

3 DB - 175 A

4 DB - 200 A

1 DB – 250 A

1 DB - 300 A

7. B/C – C-way West panel BBW – Emergency and Panel B - Normal

1 DB - 50 A

12 DB - 100 A

7 DB – 125 A

5 DB - 150 A

8. A Electrical Room main switch gear

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1 DB – 175 A
2 DB – 200 A
2 DB – 600 A
1 automatic transfer switch

12 DB - 125 A

- 9. Electrical Room "A"
  - 1 fused disconnect switch 800 A
  - 2 fused disconnect switch 200 A
  - 1- 75 KVA Transformer
  - 1 DB 125 A
  - 1 DB 200 A
  - 1 DB 250 A
- 10. A Building C-way East P-BA and P-B2
  - 5 DB 125 A
  - 3 DB 150 A
- 11. Mechanical Room P-B3
  - 1 DB 100 A
  - 1 DB 200 A
- 12. D Electrical Room
  - 1 Main switch 2000 A
  - 8 DB 125 A
  - 1 DB 150 A
  - 1 DB 175 A
  - 2 DB 200 A
  - 2 DB 600 A
  - 1 automatic transfer switch
- 13. Electrical Room D PP2
  - 1 Cutler Hammer fused disconnect switch 800 A
  - 1 DB 225 A
  - 2 DB 250 A
  - 1 fused disconnect switch 200 A
  - 1- 75 KVA transformer
- 14. D Building C-way East PP-B4 and PP-B5

3 DB - 125 A

1 DB - 150 A

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**Attachment "C"**Joint Commission Standards

#### Exhibit - "JC"

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

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

#### **Patient Care/Services Staff**

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

#### **Non Patient Care/Services Staff**

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

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

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

Except as set forth below, supporting documentation must be submitted to Human Resources. Staff credentialed through the NHCC Medical Staff Office shall be deemed to have satisfied the above requirements as part of the NHCC credentialing process.

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#### Attachment "D"

Bid Checklist

Ensure the following items are included in your bid submittal.

- o Company general safety plan
- o Proof of membership in the International Electrical Testing Association (NETA)
- o Copies of employee FLIR ASNT Level II Certifications (provide at least 2)
- o Sample infrared and ultrasonic exception report
- o Sample power quality analysis report
- o Sample electrical system analysis report

Be sure to provide references and pricing as requested in section VIII and IX.

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