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 solicitation. All questions, comments, requests for clarification and other communications regarding this solicitation must be in writing and submitted to the individual identified as the "Buyer", or other contact if so stated within bid. Contact with any other person regarding this solicitation is prohibited by law. All questions and requests for clarification will be responded to in writing and disseminated to all persons and organizations having expressed an interest in this solicitation. All potential Respondents are solely responsible for full compliance with the Procurement Requirements. See section within bid titled “Procurement Requirements” for complete explanation and requirements.

Thank you
Douglas Bruce
Technical Coordinator of Purchasing
Nassau University Medical Center
Nassau Health Care Corporation
TO PROSPECTIVE BIDDER:

➢ See Clause 42 for Mandatory Instructions – Failure to abide by these mandatory instructions may be grounds for disqualification.

➢ Sealed bids must be returned to the Nassau University Medical Center's PURCHASING DEPARTMENT, "G" Bldg., 2nd Floor, BY 2:00 P.M. by the date indicated on the bid. Any bid received after 2:00 PM will not be accepted.

➢ Each response should be in the envelope provided with the bid, or if obtained electronically, in an envelope of your choice. The envelope MUST be sealed and include the BID NUMBER AND YOUR RETURN ADDRESS, clearly inscribed on the outside.

➢ If you are responding to a bid and replying via special delivery services, (Federal Express, Express Mail, etc.) the mailing MUST indicate "ATTENTION PURCHASING DEPARTMENT", MUST have the BID NUMBER clearly marked on the outside of the package and must arrive at the PURCHASING DEPARTMENT, "G" Bldg., 2nd Floor, BY 2:00 P.M. We urge you to mail early to allow yourself plenty of time.

➢ In addition to the many Bid Clauses in this Sealed Bid the Additional Bid Clauses that are indicated on page 64 (the boxes will be checked off) will also apply to this bid.

➢ Please pay particular attention to all pages and sign each page where requested.

Thank you
Douglas Bruce
Technical Coordinator of Purchasing
Nassau University Medical Center
Nassau Health Care Corporation
FORMAL SEALED BID PROPOSAL

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

BID NUMBER
MC98-08156-5218

BID OPENING DATE
August 15, 2016
2:00 P.M.

BUYER
L. Tarling
ltarling@numc.edu

TELEPHONE
516-572-5810

REQUISITION NUMBER
149403

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: EMS Conference/Classroom Renovation

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.

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.

NAME OF BIDDER

ADDRESS

CITY STATE ZIP CODE TELEPHONE

SIGNATURE OF AUTHORIZED INDIVIDUAL

PRINT OR TYPE NAME OF SIGNER AND TITLE

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES IF INCLUDED MUST BE DEDUCTED BY THE
1. Bids on equipment must be standard new equipment, in original factory containers, unless as otherwise specifically stated in proposal or detailed specifications. When any party of nominal equipments is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

2. Bids on materials and supplies must be for new items or as otherwise specifically stated in bid or detailed specifications.

3. Bidder declares that the bid is made without any connection with any other bidder, submitting a bid for the same items, and that it is in accordance with the law and without collusion or fraud.

4. PRICES: The provisions of the New York State Fair Trade Law (Friedman-Costello 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 Purchases) reserves the right to refuse successful bidders at post, within ten days after receipt of the bids, unless the performance is without the understanding that the whole or any part thereof may be used by the Nassau Health Care Corporation to supply the quantity, which 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, against only bids that may 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 instructions and invoices indicating if the Bidder desires its return, also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Acceptable samples may be held for comparison with deliveries.

7. AWARDS: The Director of Purchase reserves the right before making award to make investigations as to whether or not the items, quantities, qualifications, or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to assure 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 which he is bid. Upon request of the Director of Purchases, successful bidder shall file certificate from the manufacturer relative to necessity, delivery, service, and guarantees. If, as is found that the conditions of the bids are not complied with or that deficiencies or equipment are stated 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 bid. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director of Purchases to make any examinations before award, and it is further understood that, if such examinations in kind, in as many ways as the Director of Purchases shall find it advisable, requirements and conditions of the bid.

8. Awards will be made in the lowest responsible Bidder. Such discounts will not be a factor in determining awards, except in bids for low bids. Consideration will be given to the reliability of the Bidder, the facilities of the material, equipment or supplies to be furnished, the conformity with the specifications, the purpose for which required, and the time of delivery.

9. The Director of Purchases 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 Purchases reserves the right to make award by bids, 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 Purchases, or if, upon failure to make restoration of rejected articles, when re-offered immediately or by directed by the Director of Purchases, the Vendor may purchase from other sources to take the place of the item rejected as not delivered. The Director of Purchases reserves the right to authorize immediate purchase from other sources against rejection on any order where necessary. On all such purchases the Vendor agrees in principle to reimburse the Nassau Health Care Corporation for excess cost as aforesaid by such purchases. Should cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

12. All rights and titles to the Vendor's expense upon non-performance. Failure of the Vendor to furnish additional quantity 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 Purchases, the articles of equipment delivered fail to meet Nassau Health Care Corporation specifications or, if, in the determination of the Director of Purchases, the Vendor's equipment fails to deliver as ordered, the Director of Purchases reserves the right to cancel the order and purchase the like 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 assumed to mean prompt delivery. The decision of the Director of Purchases, as to reasonable compliance with delivery terms shall be final. Buyers of proof of delivery of order at time shall not conflict with the Vendor.

15. The Nassau University Medical Center will not schedule any deliveries for Saturdays.

16. Deliveries shall be made in one or more shipments within the time specified, unless as otherwise specifically stated in proposal or detailed specifications. When any party of nominal equipments 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.

17. Bids and proposals must be for new items or as otherwise specifically stated in bid or detailed specifications.

18. The Nassau Health Care Corporation, as a condition of award, may require on certain items, contracts, deeds of conveyance, bills of lading, or similar documents to be evidenced by security to be held by the Government during the term of the contract.


20. Punctuality, merchandise, and service equipment must be delivered, installed, and set in place as directed, ready for use unless otherwise specified.

21. Deliveries are subject to examinations at the delivery 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 circumstances where shrinkage is possible. Shrink weight shall be sufficient cause for cancellation of order at Vendor's expense.

22. GUARANTEE: The Vendor hereby guarantees: (a) To save the Nassau Health Care Corporation, its agents and employees harmless from Liabilities of any nature on the part of the Vendor and its assignees or licensees, or in defense of 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 Vendor; or, if in the option of the Director of Purchases, 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 deficiencies discovered in transit.

(c) To furnish adequate protection from damage for all work and to repair any 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 Purchases, to pay for the same by deductions in payments due under this contract.

(d) To pay for all penalties, licenses and fees and give all notices and comply with all laws, regulations, and rules and regulations of the city, county, state or national laws as may be in force at the time 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 Purchases, 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 matter affecting the work or goods herein specified, and any extra work caused by any such laws.

(g) That all Vendors 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 referred to the accepted bid sample.

(i) That the Vendor agrees to comply with Articles IX, Section 20 and Article X, Section 20 of the New York City Building Code, Section 96 of the New York State Safety Code, and Article 13 of the New York City Building Code.

(j) All necessary permits, licenses, and fees shall be paid in advance of the work and for all labor and work performed in connection therewith.

(k) That all Vendors shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(l) That all deliveries will not be referred to the accepted bid sample.

(m) That the Vendor agrees to comply with Articles IX, Section 20 and Article X, Section 20 of the New York City Building Code, Section 96 of the New York State Safety Code, and Article 13 of the New York City Building Code.

(n) All necessary permits, licenses, and fees shall be paid in advance of the work and for all labor and work performed in connection therewith.

(o) That all Vendors shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(p) That all deliveries will not be referred to the accepted bid sample.

(q) That the Vendor agrees to comply with Articles IX, Section 20 and Article X, Section 20 of the New York City Building Code, Section 96 of the New York State Safety Code, and Article 13 of the New York City Building Code.

(r) All necessary permits, licenses, and fees shall be paid in advance of the work and for all labor and work performed in connection therewith.

(s) That all Vendors shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.
NOTICE

RIGHT TO KNOW LAW AND "OSHA"

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

"Pursuant to Article 28, Section 876 of the Labor Law of the State of New York, the Nassau Health Care Corporation has mandated employer’s responsibility to provide notice to employees regarding toxic substances. To satisfy this mandated requirement, we must ask for your cooperation. Some of the material on this bid may contain toxic substances. Therefore, you must submit, with your bid, "Material Safety Data Sheets" for all materials to be supplied pursuant to this bid.

Failure to provide this information with the bid will result in automatic rejection of the bid.

If your product does not contain toxic substances, please sign the following certification:

CERTIFICATION:

I hereby certify that I have read the Nassau Health Care Corporation’s notice, and further certify that items numbered _________ do not contain any toxic substances.

Signature

Title

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

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

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

BIDDER SIGN HERE  TITLE  

REV 3.7.07  Printed 07/18/2016,
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

   EMS Conference/Classroom Renovation

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

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

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

5A. **PARTIAL PAYMENTS:** Partial payments will be allowed on each delivered and accepted shipment. It is at the discretion of the Nassau Health Care Corporation as to whether it is in the best interest of the Corporation to do so. The decision of the Director of Purchase or his designee will be final in this determination.

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

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

8. **FIRM PRICES:** Prices shall remain firm for a period of one (1) year 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 underlying contract may be requested by the Contractor. The request for price changes should be accompanied by copies of published announcements. However, the decision to grant the request will rest solely with the Director.

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

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
FORMAL SEALED BID PROPOSAL

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

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

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

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

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

16. DELIVERY: Bidders are required to confirm required project delivery date in terms of days after receipt of order in the space provided below and on page one or a specified date (whichever applies). Guaranteed delivery dates will be strictly enforced. See also Specifications Section for additional requirements, if any.

BIDDER GUARANTEES DELIVERY DATE OF: N/A

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

18. **BID SECURITY:** Each bidder shall submit with their bid offer at the date and time scheduled for the bid opening, a **CERTIFIED CHECK OR BID SECURITY** payable to the **NASSAU HEALTH CARE CORP.**, for ten percent (10%) of the base Bid value (value of Proposal Page). 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% of the bid, including any accepted alternates**, also in accordance with the form provided in the Attachment, to be entrusted to the NHCC as reflected in the award. Such security shall guarantee the faithful performance of the contract, if required by the Director or his designee, with the understanding that the whole or any part thereof may be used by the NHCC to supply any deficiency that may arise as a result of default of the Contractor.

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

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

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

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

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

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

**IMPORTANT NOTE:** Any **Blanket Order** initiated from this bid shall be non-exclusive and the **NHCC SHALL NOT BE BOUND TO PURCHASE**, and no items are to be delivered without a Delivery Order. The NHCC shall be under **NO OBLIGATION** to issue such Delivery Order(s). Furthermore, any **Blanket Order** initiated from this bid shall be available for use by any authorized NHCC Division.
24. **REDUCTION IN PRICES:** If an award is made, the Contractor agrees, should prices be reduced to the general trade during the requirement period, the NHCC shall receive the benefit of such reduction immediately upon effect. It shall be incumbent upon the Contractor to notify the NHCC of such price reductions.

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

**STATE PRICE PROTECTION PERIOD:** ______ DAYS AFTER BID OPENING

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

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

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

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

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

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

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

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

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

**IMPORTANT NOTE:** Such specifications are representative of the type of items(s) required. The Director reserves the right to accept item(s) with different specifications or methodologies if in his opinion, the item(s) offered can satisfy the needs of the using department(s). Furthermore, any alternate item(s) offered can be rejected if they fail to meet the specifications of the item(s) specified in this bid.
28.
**NEW YORK STATE PRICES:** Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price per unit quoted to the NHCC therefore is not higher than the price per unit quoted to New York State for like quantities.

29.
**INSTALLATION:** Bid pricing shall include installation of item(s) ordered which includes uncrating, setting in place in existing facilities as provided by the using agency and made ready for use. Installation shall be under warranty for a period of ninety (90) days for parts, labor, travel, and incidental costs, exclusive of equipment guarantee specified elsewhere herein.

30.
**INSURANCE AND WORKERS COMPENSATION:** The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Comprehensive and General Liability Insurance naming Contractor as an insured, and naming NHCC, the Architect, and the Construction Manager 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), a General Aggregate of two million dollars ($2,000,000) for bodily injury and property damage for any one occurrence at the Contractor’s sole cost and expense.

30A.
**UMBRELLA LIABILITY INSURANCE POLICY:** In addition, it shall be the awarded vendors responsibility to secure, at his own cost and expense, Umbrella Insurance Policy for Comprehensive and General Liability Insurance naming Contractor as an insured, and naming NHCC, the Architect, and the Construction Manager as an additional insured, including but not limited to the torts and negligence of Contractor’s personnel, with a combined minimum single limit of five million dollars ($5,000,000.00) for bodily injury and property damage for any one occurrence.

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

30B.
**PRODUCT LIABILITY INSURANCE:** The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Product Liability Insurance, including foreign objects, with combined minimum single limit of one million dollars ($1,000,000.00) for each occurrence, at the Contractor’s sole cost and expense, and shall furnish a certificate showing evidence of current coverage.

30C.
**COMPLETED OPERATIONS INSURANCE** The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force for the term of the contract PLUS an additional three (3) years after the expiration of the contract.

30D.
**PROFESSIONAL LIABILITY INSURANCE:** The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy for Professional Liability Insurance

with a combined minimum single limit of one million dollars ($1,000,000.00) for each occurrence, and one million dollars ($1,000,000.00) for personal injury for each occurrence.
30E. COMPREHENSIVE AND GENERAL LIABILITY AND HOLD HARMLESS: Contractor agrees to indemnify and hold harmless NHCC, the Architect, the Construction Manager, 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, the Architect, the Construction Manager, 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, the Architect, the Construction manager, 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, the Architect, and the Construction Manager 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:
B) Certificate of Insurance with indemnification agreement (hold harmless clause):

ALL INSURANCE COVERAGE AS STIPULATED HEREIN (paragraphs 30, 30A, 30B, 30C and/or any other insurance clause attached to and made part hereof) shall be subject to the approval of NHCC.
Failure to comply with the above requirement(s) shall be deemed by the NHCC to be a substantial violation of the terms and shall constitute cause for the cancellation of an agreement.
All insurance coverage, as stipulated herein, should be sent to the Purchasing Department, NHCC.

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

32. GENERAL SERVICE/ REPAIR CONDITIONS:
- All repairs to be made in accordance with “OSHA” safety requirements.
- Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.
- All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.
- All parts supplied must match and intermingle 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.
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 to make it 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. **TIME AND MATERIAL PAYMENT IN DETAIL:** Billing shall be rendered in detail, listing all parts and all materials used and all their individual prices. Labor must be shown in number of hours being billed and extended rates per hour.

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

36. **DEFAULT:** The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the NHCC will 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, with every application for payment, a certified 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 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 Planning 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 SPECIFICATIONS**

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:

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    at (516)
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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.
42.
GENERAL INSTRUCTIONS:

********** Mandatory Instructions **********

Failure to abide by these instructions may be grounds for disqualification

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

Prices MUST be inserted with TYPEWRITER OR INK.
- Entries with WHITE-OUT, CROSS-OUTS OR LIFT-OFF TAPE MUST BE INITIALED or that entry will be disqualified.
- Bidders shall submit one (1) original bid document and one (1) confirmed copy, 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, photocopied signatures, or electronically applied signatures will be accepted.

Additional Signatures Required

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

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

Other Terms Of This Sealed Bid

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

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FORMAL SEALED BID PROPOSAL

PAGE 15  BID NO.  MC 98-08156-5218

warranties or the specifications of the commodity or service required by this bid. If there is any conflict between the bidder’s terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

✓ Bidders agree that all, Delivery Orders shall be effective and binding upon the Contractor when placed in the mail, addressed to the Contractor at the address shown on the or Blanket Order prior to midnight of the final day of the contract.

✓ Bidders agree that all, Purchase Orders shall be effective and binding upon the Contractor when placed in the mail, addressed to the Contractor at the address shown on the or Purchase Order.

✓ Specific inquiries concerning the specifications of this sealed bid shall be submitted, in writing, to the buyer identified on page one (1) prior to the bid opening. Although questions will be permitted, and are encouraged, answers may be deferred and included in a bid addendum, and issued to all participating parties if such questions are pertinent to the scope of the purchase.

Miscellaneous Instructions for this Sealed Bid

✓ ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

✓ Please pay particular attention to all pages and sign each page where requested.

✓ Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.

✓ Bidders MUST state manufacturer’s name and catalog number of each item bid.

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

✓ Any manufacturer offering prices for equipment or supplies (disposables) MUST agree to sell parts and/or service for their equipment currently owned or leased by the NHCC, or acquired as a result of this bid, directly to the designated NHCC Biomedical Service Provider. This provision applies even if this bid is for supplies only.

✓ When applicable, the Contractor shall submit documentation to the NHCC Planning Division, prior to delivery, indicating a “Class A fire rating” and New York State Department of State Compliance Numbers, in accordance with NAPPA 101 and New York State Fire Prevention Code, part 772 (NYSDOS number)*. Products delivered without prior approval 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, the Architect, the Construction Manager, 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, the Architect, the Construction Manager, 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, the Architect, the Construction Manager, its agents, officers or employees in any such suit, action or other legal proceeding.

43.

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

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 Monday August 1, 2016 at 10:00 AM in the “G” Bldg, 1st floor Conference Room near the Carmen Avenue entrance of Nassau University Medical Center, 2201 Hempstead Turnpike, East Meadow, New York, 11554. A comprehensive review of the work area will be presented 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. A sign in sheet will be provided and will become part of the bid. If any bidder’s signature is omitted from the sheet this 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, all requests for information are to be submitted in writing to the buyer, with written responses provided by the Owner, and issued to all participating parties.

46. NAMES ONLY AT BID OPENING:
At the bid opening, ONLY the names will be read. Unit prices will NOT be read, but will be available when bid summary sheet is prepared.

47. CONTRACTORS SPECIFIC CONDITIONS: (All boxes that are checked in this section apply to this bid)
\[ \square \] 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:
\[ \square \] Perform all removal and demolition as required.
\[ \square \] Patching of all walls, floors ceiling, and roofs as required by the demolition work and the new equipment installation.
\[ \square \] Provide protection for existing conditions and operations during the work.
\[ \square \] Install chase enclosure for electrical conduit passing through floor, and removal and replacement of affected ceiling tile and sealing of floor penetrations as required.
\[ \square \] 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.
\[ \square \] 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.

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Work not included:
Removal of identified asbestos containing material shall be performed by NHCC before the start of the work. Any asbestos encountered during the course of the construction shall be immediately reported to the NHCC Fire Safety Department at (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: 3.5 months.

Prices submitted in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant, equipment, transportation, incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

If there are any terms and/or conditions in the attached “Project Manual” that are in conflict with terms and/or conditions in the Formal Sealed Bid Proposal, then it will be the terms and conditions of this Formal Sealed Bid that shall apply.

Addition to this bid – Scope Riders and Attachments dated
Addition to this bid – Nassau Health Care Corporation Quality and Construction Plan
Addition to this bid – Nassau Health Care Corporation Project Closeout Procedures
Addition to this bid – Project Safety Plan

Retainage – Based upon applications for payment submitted to the Nassau Health Care Corporation, the owner shall make progress payments to the contractor and take that portion of the contract sum properly allocated to completed work as determined by multiplying the percentage completion of each portion of the work by the share of the total contract sum allocated to that portion of the work in the schedule of values, less retainage of 5%.

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 exempted from disclosure and must be provided at the time of submission of the subject information. Requests for exemption of the entire contents of a bid/proposal from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm. NHCC assumes no responsibility for disclosure of unmarked data for any purpose. Nassau Healthcare Corporation 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 HIPAA laws, then, as a condition of this bid, and before the award can be considered complete, the awarded bidder will be required to sign a Business Associate Agreement to fulfill the HIPPA requirements. This must be done after the award is made and prior to a contract being issued. Failure to do so will be cause for disqualification.

AFFIRMATIVE ACTION

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

CODE OF CONDUCT

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

GOVERNING LAW

This Sealed Bid shall be construed in accordance with and governed by the laws of the State of New York, without regard to conflicts of law principles. All actions or proceedings relating, directly or indirectly, to this Sealed Bid shall be litigated only in courts located within Nassau County or in the United States District Court for the Eastern District of New York. Each Firm (by virtue of the submission of its proposal), submits itself, its successors and/or assigns (if any) to the personal jurisdiction of such court, and waives any right to trial by jury.
NO ARBITRATION
Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

OMNIBUS PROCUREMENT ACT OF 1992
It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts. 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.

RECIROCITY 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.
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
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

[Signature]

Nassau Health Care Corporation
QUALIFICATION STATEMENT

BIDDER'S NAME: ____________________________
ADDRESS: ____________________________

1. STATE WHETHER CORPORATION, INDIVIDUAL, OR PARTNERSHIP: ____________________________

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
   PRESIDENT: ____________________________
   VICE PRESIDENT: ____________________________
   SECRETARY: ____________________________
   TREASURER: ____________________________

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU OR THE NHC?
   IF SO WHEN? ____________________________

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

5. HAVE YOU OR YOUR FIRM EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU?
   IF SO, WHERE AND WHY? ____________________________

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

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

<table>
<thead>
<tr>
<th>INDIVIDUALS</th>
<th>PRESENT POSITION</th>
<th>YEARS OF EXPERIENCE</th>
<th>MAGNITUDE AND TYPE OF WORK</th>
<th>IN WHAT CAPACITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME</td>
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</tbody>
</table>

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

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

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

<table>
<thead>
<tr>
<th>TYPE OF WORK</th>
<th>DATE PERFORMED</th>
<th>APPROX. CONTRACT AMOUNT</th>
<th>NAME/ADDRESS/TELEPHONE # OF</th>
</tr>
</thead>
<tbody>
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</tr>
</tbody>
</table>

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED

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

BIDDER SIGN HERE: ____________________________
TITLE: ____________________________

REV 3.07  Printed 07/18/2016, 3:09 PM
Statement of Bidder's Qualifications

1. Name of Bidder:

2. Type of Business Entity:

3. If the bidder is a corporation, state the date and place of incorporation of the corporation:

4. For how many years has the bidder done business under its present name?

5. List the persons who are directors, officers, owners, managerial employees or partners in the bidder's business:

6.a. Have any of the persons listed in Number 5 owned/operated/been shareholders in any other companies? If so, please state name of owned/operated/been shareholders and names of other companies:
6.b. If the answer to number 6a is in the affirmative, list said persons and the names of their previous affiliations:


7. Has any director, officer, owner or managerial employee had any professional license suspended or revoked? If the answer to this question is yes, list the name of the individual, the professional license he/she formerly held, whether said license was revoked or suspended and the date of the revocation or suspension:


8. During the three year period preceding the submission of this bid, has the bidder been found guilty of any OSHA Violations? If the answer to this question is yes, describe the nature of the OSHA violation, an explanation of remediation or other steps taken regarding such violation(s):


9. During the five year period preceding the submission of this bid, has the bidder been charged with any claims pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex, or natural origin and/or violations of an employee's civil rights or equal employment opportunities? If the answer to this question is yes, list the person making such claim against the bidder, a description of the claim, the status of the claim, and what disposition (if any) has been made regarding such claim.


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

BIDDER SIGN HERE

TITLE
10. During the five year period preceding the submission of this bid, has the bidder been named as a party in any lawsuit in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged? If the answer to this question is yes, list all such lawsuits, the index number associated with said lawsuit and the status of the lawsuit at the time of the submission of this bid.


11. During the five year period preceding the submission of this bid, has the bidder been the subject of an investigation and/or proceedings before the Department of Labor for alleged violations of the Labor Law as it related to the payment of prevailing wages and/or supplemental payment requirements? If the answer to this question is yes, please list each such instance of the commencement of a Department of Labor proceeding, for which project such proceeding was commenced, and the status of the proceeding at the time of the submission of this bid.


12. During the five year period preceding the submission of this bid, has the bidder been the subject of an investigation and/or proceedings before any law enforcement agency, including but not limited to any District Attorney's Office? If the answer to this question is yes, please list each such instance, the law enforcement agency, the nature of the proceeding, the project for which such proceeding was commenced, if applicable to a project, and the status of the proceeding at the time of the submission of this bid.
13. During the five year period preceding the submission of this bid, has the bidder been the subject of proceedings involving allegations that it violated the Worker’s Compensation Law including but not limited to the failure to provide proof of worker’s compensation or disability coverage and/or any lapses thereof? If the answer to this question is yes, please list each such instance of violation and the status of the claimed violation at the time of the submission of this bid.

14. During the five year period preceding the submission of this bid, has the bidder, its officers, directors, owner and/or managerial employees been convicted of a crime or been the subject of a criminal indictment? If the answer to this question is yes, list the name of the individual convicted or indicted, the charge against the individual and the date of the disposition of the charge.

15. During the five year period preceding the bidder’s submission of this bid, has the bidder been charged with and/or found guilty of any violations of federal, state, or municipal environmental and/or health laws, codes, rules, and/or regulations? If the answer to this question is yes, list the nature of the charge against the bidder, the date of the charge, and the status of the charge at the time of the submission of this bid.
16. Has the bidder bid on any projects for the period five years prior to the submission of this bid? If the answer to the question is yes, list the projects bid on, whether said bid was awarded to the bidder and the expected date of commencement of the work for said project. For those projects listed, if the bidder was not awarded the contract, state whether the bidder was lowest monetary bidder. *(If necessary, attach separate sheet and indicate so below)*

17. Does the bidder have any projects ongoing at the time of the submission of this bid? If the answer to this question is yes, list the projects on which the bidder is currently working, the percentage complete, and the expected date of completion of said project. *(If necessary, attach separate sheet and indicate so below)*
18. Has the bidder ever been terminated from a project by the Owner? If the answer to the question is yes, list the projects on which the bidder was terminated, the nature of the termination (convenience, suspension, for cause) and the date of said termination.

Dated: ____________________  By: ____________________

(signature)

(print name and title)

Sworn to before me this

_______ day of ______________

Notary Public
SITE VISIT REQUIREMENT

DATE:  Monday August 01, 2016   10:00 am
WHERE: “G” Building, 1st Floor Conference Room

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

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

I, ____________________________
clearly print bidder’s representative’s name and title

_______________________________
signature

AS AGENT FOR ____________________________
clearly print company name

CERTIFY THAT I HAVE VISITED AND INSPECTED THE SITE(S) AS PER THE
SPECIFICATIONS IN THIS BID AND HAVE A FULL UNDERSTANDING OF WHAT IS
REQUIRED BY THE NASSAU UNIVERSITY MEDICAL CENTER WITH REGARD TO ALL THE
SPECIFICATIONS IN THIS BID.
FAILURE TO COMPLETE THIS FORM (2 PAGES) AND SIGN IN AN 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, EACH BIDDER AND EACH PERSON SIGNING ON BEHALF OF ANY BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THEREETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

Subscribed to under penalty of perjury under the laws of the State of New York,

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

Identifying Data

Potential Contractor

Address

Street

City, Town, etc.

Telephone

Title

If applicable, Responsible Corporate Officer

Name

Title

Signature

SIGN HERE
SAMPLES

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

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

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

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

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

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

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

BIDDER SIGN HERE:  

TITLE:  

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Procurement Law Requirements

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

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

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

APPENDIX A

REQUIRED DISCLOSURE OF INFORMATION: THE FORMS SET FORTH BELOW MUST BE FULLY COMPLETED AND RETURNED WITH A RESPONDING FIRM’S SUBMISSION. A SUBMISSION WILL NOT BE CONSIDERED COMPLETE WITHOUT SUBMISSION OF THIS ATTACHMENT.
Offerer's Affirmation of Understanding and Agreement

Instructions:

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

Offerer affirms that it understands and agrees to comply with the procedures of NHCC relative to permissible Contacts as required by State Finance Law §§ 139-j (3) and 139-j (6)(b).

By - Print Name

Title:

Date

Contractor Name:

Contractor Address:

Signature:

SIGN HERE
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 Individual or Entity Seeking to Enter into Procurement Contract:

Address:

Name and Title of Person Submitting this Form:

Contract Procurement Number:

Date:

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?
   (Please Circle): No    Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?
   (Please Circle): No    Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?
   (Please Circle): No    Yes

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

   Governmental entity:

   Date of Finding of Non-Responsibility:

   Basis of Finding of Non-Responsibility:

   (Add additional pages as necessary)
5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle) No Yes

6. If yes, please provide details below.

Governmental Entity: ____________________________

Date of Termination or Withholding of Contract: ____________________________

Basis of Termination or Withholding: __________________________________________

__________________________________________________________________________

(add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

Signature: ____________________________

Printed Name: ____________________________ Date: ____________________________

Title: ____________________________
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
Infection Control Risk Assessment Form

Task / Project Description: EMS Conference/Classroom Renovation

<table>
<thead>
<tr>
<th>Location</th>
<th>NUMC</th>
<th>DCB</th>
<th>19th</th>
<th>Entire Floor</th>
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</thead>
<tbody>
<tr>
<td>Facility</td>
<td>Bldg</td>
<td>Floor</td>
<td>Section / Area</td>
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</tbody>
</table>

**Step One:** Using the following table, identify the Type of Construction Project or Maintenance Activity (Type A - D) ***Selected type is indicated in bold print

<table>
<thead>
<tr>
<th>TYPE A</th>
<th>Inspection and Non-Invasive Activities. Includes, but is not limited to:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• removal of ceiling tiles for visual inspection limited to 1 tile per 50 square feet</td>
</tr>
<tr>
<td></td>
<td>• painting (but not sanding)</td>
</tr>
<tr>
<td></td>
<td>• 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</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TYPE B</th>
<th>Small scale, short duration activities which create minimal dust</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Includes, but is not limited to:</td>
</tr>
<tr>
<td></td>
<td>• installation of telephone and computer cabling</td>
</tr>
<tr>
<td></td>
<td>• access to chase spaces</td>
</tr>
<tr>
<td></td>
<td>• cutting of walls or ceiling where dust migration can be controlled</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TYPE C</th>
<th>Work that generates a moderate to high level of dust or requires demolition or removal of any fixed building components or assemblies</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Includes, but is not limited to:</td>
</tr>
<tr>
<td></td>
<td>• sanding of walls for painting or wall covering</td>
</tr>
<tr>
<td></td>
<td>• removal of floor-covering, ceiling tiles and casework</td>
</tr>
<tr>
<td></td>
<td>• new wall construction</td>
</tr>
<tr>
<td></td>
<td>• minor duct work or electrical work above ceilings.</td>
</tr>
<tr>
<td></td>
<td>• major cabling activities</td>
</tr>
<tr>
<td></td>
<td>• any activity which cannot be completed within single work-shift</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TYPE D</th>
<th>Major demolition and construction projects</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Includes, but not limited to:</td>
</tr>
<tr>
<td></td>
<td>• activities which requires consecutive work shifts</td>
</tr>
<tr>
<td></td>
<td>• requires heavy demolition or removal of a complete cabling system</td>
</tr>
<tr>
<td></td>
<td>• new construction</td>
</tr>
</tbody>
</table>
Step Two: Using the following table, identify the Patient Risk Groups that will be affected. If more than one group will be affected, select the higher risk group:

***Selected Risk Group is indicated in bold print

<table>
<thead>
<tr>
<th>Low risk</th>
<th>Medium risk</th>
<th>High risk</th>
<th>Highest Risk</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office areas</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Endoscopy</td>
<td>1. Bronchoscopy</td>
<td>1. Any area caring for immunocompromised patients</td>
<td></td>
</tr>
<tr>
<td>2. Laboratories (specimen)</td>
<td>2. Dialysis</td>
<td>2. Burn Center</td>
<td></td>
</tr>
<tr>
<td>5. Physical Therapy</td>
<td>5. Intensive Care Units</td>
<td>5. Operating rooms</td>
<td></td>
</tr>
<tr>
<td>7. Respiratory Therapy</td>
<td>7. Pharmacy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Treatment Rooms</td>
<td>8. Post Anesthesia Care Unit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Waiting Areas</td>
<td>9. Pulmonary Care Unit</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.

***Selected type is indicated in bold print

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

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

<table>
<thead>
<tr>
<th>Construction Project / Maintenance Activity Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patient Risk Group</td>
</tr>
<tr>
<td>---------------------</td>
</tr>
<tr>
<td>LOW Risk Group</td>
</tr>
<tr>
<td>MEDIUM Risk Group</td>
</tr>
<tr>
<td>HIGH Risk Group</td>
</tr>
<tr>
<td>HIGHEST Risk Group</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>During Construction Project</th>
<th>Upon Completion of Project</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Class I</strong></td>
<td><strong>Class II</strong></td>
</tr>
<tr>
<td>1. Execute work by methods to minimize raising dust from the construction operators.</td>
<td>1. Wipe work surfaces with disinfectant</td>
</tr>
<tr>
<td>2. Immediately replace a ceiling tile displaced for visual inspection</td>
<td>2. Contain construction waste before transport in tightly covered containers</td>
</tr>
<tr>
<td><strong>Class II</strong></td>
<td><strong>Class III</strong></td>
</tr>
<tr>
<td>1. Provide active means to prevent airborne dust from dispersing into atmosphere</td>
<td>1. Do not remove barriers from work area until completed project is inspected by the owner’s Safety Department and Infection Control Department and thoroughly cleaned by the owner’s Environmental Services Department.</td>
</tr>
<tr>
<td>2. Water mist work surfaces to control dust while cutting</td>
<td>2. Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction.</td>
</tr>
<tr>
<td>3. Seal unused doors with duct tape</td>
<td>3. Vacuum work area with HEPA filtered vacuums</td>
</tr>
<tr>
<td>4. Block off and seal air vents</td>
<td>4. Wet mop area with disinfectant</td>
</tr>
<tr>
<td>5. Place dust mat at entrance and exit of work area</td>
<td>5. Remove isolation of HVAC system in areas where work is being performed.</td>
</tr>
<tr>
<td>6. Remove or isolate HVAC system in areas where work is being performed.</td>
<td></td>
</tr>
</tbody>
</table>

**Notes:**
- All bids must be F.O.B. destination and include delivery within doors unless otherwise specified.

**Signature:**

**Title:**

**Date:**

**Printed:** 07/18/2016, 3:00 PM
1. Isolate HVAC system in area where work is being done to prevent contamination of duct system
2. Complete all critical barriers e.g.: sheetrock, plywood, plastic, to seal area from non-work area or implement control cube method (cart with plastic covering and sealed connection to work site with HEPA vacuum for vacuuming prior to exit) before construction begins.
3. Maintain negative air pressure within work site utilizing HEPA equipped air filtration units.
4. Seal holes, pipes, conduits, and punctures appropriately
5. Construct anteroom and require all personnel to pass through this room so they can be vacuumed using a HEPA vacuum cleaner before leaving work site or they can wear clothing or paper coveralls that are removed each time they leave the work site.
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.
8. Contain construction waste before transport in tightly covered containers.
9. Cover transport receptacles or carts, tape covering unless sealed lid.

1. Remove barrier material carefully to minimize spreading of dirt and debris associated with construction.
2. Contain construction waste before transport in tightly covered containers.
3. Cover transport receptacles or carts. Tape covering unless solid lid.
4. Vacuum work area with HEPA filtered vacuums.
5. Wet mop area with disinfectant.
6. Remove isolation of HVAC system in areas where work is being performed.

---

**Step Four:** Implement the appropriate level of infection control precautions as indicated in the above table.
This project requires the following class II

Evaluated by:
Infection Control Department

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering / Maintenance or Planning</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>

Contractor's Notification Declaration
Contractors Performing Work At Nassau Health Care Corporation Facilities
* Please complete the blanks below, sign and date.

(Contracting Company Name)

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

Signature
Print Name
Title ____________________________ Date ____________________________

SIGN HERE
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.
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 Publication 222, Question and Answers Concerning Tax Law Section 5-a.

<table>
<thead>
<tr>
<th>Contractor name</th>
<th>For office use only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor's principal place of business</td>
<td>City</td>
</tr>
<tr>
<td>Mailing address (if different than above)</td>
<td>Estimated contract value</td>
</tr>
<tr>
<td>Contractor's federal employer identification number (EIN)</td>
<td>Contractor's sales tax ID number (if different from contractor's EIN)</td>
</tr>
<tr>
<td>Contractor's telephone number</td>
<td>Contracting state agency</td>
</tr>
</tbody>
</table>

Nassau Health Care Corporation

I, __________________________, hereby affirm, under penalty of perjury, that I am __________________________, of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and that:

Part I. Contract services that are not services for purposes of Tax Law section 5-a
(Mark an X in the box if this statement is applicable. If you mark this box, you do not have to complete Parts II through V.)

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

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

Part II. Contractor registration status

☐ The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made, and is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law.

☐ As of the date of this certification, the contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

Part III. Affiliate registration status

☐ As of the date of this certification, the contractor does not have any affiliates.

☐ To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made, and each affiliate exceeding the $300,000 sales threshold during such periods is

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

BIDDER SIGN HEREBY: __________________________ TITLE: __________________________

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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 quarter 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 quarter period in which this certification is made.

Part IV. Subcontractor registration status

☐ As of the date of this certification, the contractor does not have any subcontractors.

☐ The contractor has one or more subcontractors, and each subcontractor has informed the contractor of whether or not, as of the date of this certification, it has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made. Each subcontractor informing the contractor that it has made sales in excess of the $300,000 threshold during such periods has further informed the contractor that it is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed on Schedule A of this certification the name, address and identification number of each subcontractor exceeding the $300,000 sales threshold during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

☐ The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

Part V. Subcontractor affiliate registration status

☐ The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it does not have any affiliates.

☐ The contractor has one or more subcontractors, and each subcontractor has informed the contractor of whether or not, as of the date of this certification, it has any affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four quarterly periods ending on the last day of February, May, August and November which immediately precede the quarterly period in which this certification is made. Each subcontractor informing the contractor that it has one or more affiliates having made sales in excess of the $300,000 threshold during such periods has further informed the contractor that each such affiliate is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed on Schedule A of this certification the name, address and identification number of each affiliate exceeding the $300,000 sales threshold during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

☐ The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it has no affiliate having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

Sworn to this ____ day of ______, 20____

(signature) (title)
STATE OF  
COUNTY OF  

On the day __________ of __________ in the year 20__, before me personally appeared __________________________ known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he resides at ________________________________.

Town of ________________________________;
County of ________________________________;
State of ________________________________; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

☐ (If an individual): he executed the foregoing instrument in his/her name and on his/her own behalf.

☐ (If a corporation): he is the ________________________________ of ________________________________, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

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

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

________________________
Notary Public
Registration No.
Schedule A - List of affiliates, subcontractors, and affiliates of subcontractors

<table>
<thead>
<tr>
<th>A</th>
<th>Relationship to Contractor</th>
<th>B</th>
<th>Name</th>
<th>C</th>
<th>Address</th>
<th>D</th>
<th>ID Number</th>
<th>E</th>
<th>Sales Tax ID Number</th>
<th>F</th>
<th>Proof of Registration</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Column A** - Enter C if the contractor, do not complete columns C, D, and E. Enter A if an affiliate of the contractor, B if a subcontractor, or S 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, and 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.

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

**BIDDER SIGN HERE**

**TITLE**

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Instructions

General information

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

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

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

Definition of terms associated with section 5-a

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

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

The term person is defined as any entity in business for either profit or not-for-profit purposes and can refer to an individual, partnership, limited liability company, society, association, joint stock company, or corporation.

A covered agency is defined as New York State or any department, board, bureau, commission, division, office, council or agency of New York State; public authorities and public benefit corporations. The State Legislature, the judiciary, the Department of Labor, Office of the 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 or indirectly, 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 kerosene; (3) artistic items such as paintings, sculptures, photographs, moving picture films and recordings; (4) animals, trees, shrubs, plants and seeds; (6) bottled water, soda and beer; (7) candy and confections; (8) cigarettes and tobacco products; (9) cosmetics and toiletries; (10) coins and other numismatic items, when purchased for purposes other than for use as a medium of exchange; (11) postage stamps, when purchased for purposes other than mailing; and (12) precious metals in the form of bullion, ingots, wafers and other forms.

Completing Form ST-220

Identification information

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

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

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

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

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

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

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

Parts II through V

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

Schedule A

Column A - Relationship to the contractor

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

If the person listed in column B is an affiliate of the contractor, enter an A. If a subcontractor, enter an S. If an affiliate of a subcontractor, enter S4.

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 C4 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.
The forms on the next two pages are to be filled out completely so that the information can be entered in our computer system for purchase orders and payments to be made.

**VENDOR INFORMATION FORM**

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

BUSINESS NAME:

BUSINESS Address:

Contact Person:

Telephone Number:

FAX Number:

Is this Business registered in New York State as a

a. Woman Owned Business? YES NO  
b. Minority Owned Business? YES NO  
c. Small Business? YES NO

*PLEASE NOTE: ANY CHANGE IN VENDOR INFORMATION PREVIOUSLY PROVIDED MUST BE ACCOMPANIED BY A NOTIFICATION OF SAID CHANGE ON VENDOR LETTERHEAD DULY SIGNED.*
REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND CERTIFICATION

Document Type: Initial Entry [ ] Revision [ ] 1099 Yes [ ] No [ ]

VENDOR / PAYEE ID □ □ □ □ □ □ □ □ VENDOR CLASS □ □ □

VENDOR / PAYEE NAME:

REMIT TO ADDRESS:

STATE □ □ ZIP □ □ □ □ □ □ □

Please answer the four questions below and sign at bottom. Incomplete forms will delay payment.

1. The vendor/pay ID number provided above is:
   Federal ID # [ ] Social Security # [ ]

2. Is vendor/payee incorporated:
   Yes [ ] No [ ]

3. Is medical or legal service ever provided by vendor
   Yes [ ] No [ ]

4. Is vendor/payee an employee of Nassau Health Care Corp.
   Yes [ ] No [ ]

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

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

PLEASE SIGN HERE

DATE ___________________________ TITLE ___________________________

Internal Use Only:
Form submitted by: ___________________________ (Name) ___________________________ (NUMC Dept.)

Nassau Health Care Corp.
2201 Hempstead Turnpike East Meadow, NY 11554

Form 700-W9
EMS Conference/Classroom Renovation

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

Awarded bidder shall maintain compliance with all applicable state, federal and county laws and regulations applicable to bidders performance hereunder. Bidder will comply with NHCC's Compliance Program requirements applicable to all NHCC vendors, contractors, consultants, and agents. This information is available via NHCC's website at: <http://www.numc.edu/htmls/procurement.htm>. In addition, bidder shall comply with the NHCC's policies and procedures.

SPECIFICATIONS

EMS CONFERENCE ROOMS
2nd FLOOR
B Building

SCOPE OF WORK:

The intent of this project is to renovate approximately 1,070 SF of existing shell space into conference rooms. In order to convert the existing space into conference rooms, various construction trades are required. The required work involves new gypsum wall furring, masonry, ceiling, electrical, lighting, plumbing removals, sprinkler, HVAC, installation of folding partition, painting, and flooring.

The project will be bid as a single (prime) contract with all trades included: general construction, electrical, sprinkler, HVAC and fire alarm. The contractor is responsible to provide all material submissions and shop drawings for review and approval; all required insurance and pay New York State prevailing wages (Nassau County). The required work is as follows:

1. Base Contract (Classroom)
2. Alternate Work Area (Storage)
3. Alternate Work Area (Office)
4. Alternate Work Area (B Building 2nd Floor Lobby)
5. Alternate Work Area (Bathroom)
6. Alternate Work Area (Windows)

See Attached Drawings

Proposals must include itemized bid breakdown form which is a part of the bid package. All information on bid breakdown form must be filled out, including alternates, or the submitted bid will be considered unsatisfactory and disqualified.

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

BIDDER SIGN HERE   TITLE

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Base Contract Work:

- All material to be provided by contractor to perform task/project unless otherwise noted.
- Reference Specification List for Materials to be used on Project.
- All measurements are approximate. Measurements are the responsibility of the contractor and may be obtained during the walk-through or subsequent site visits.

General Construction

1. Adhere to NHCC (Nassau Health Care Corporation) ICRA (Infection Control Risk Assessment) policy and procedures as outlined in the bid documents. Contractor is responsible for removal of all debris and cleaning of work site daily, maintaining negative air, sticky mats, construction barriers and all other identified requirements within the ICRA permit/policy. All debris removal containers/bins to be covered and wheels cleaned prior to leaving the work site to prevent the migration of dust. The containers/bins will be taken to the NUMC loading dock within the DCB on the Basement Level to access the dumpsters. The Service Elevators within the DCB must be used to access the basement level/loading dock. The route will be walked out during the pre-bid walk through.

2. Provide temporary construction barrier (3 ½ metal studs (16" o.c.), 5/8" gypsum (one side), temporary 36" HM construction door (with best lock, construction lock cylinder will be installed by the facility), one coat of tape and primer.

3. Perform minor chopping of plaster walls, to create straight lines for patching and furring work.

4. Patch in various locations, approx. 290 SF., existing masonry openings with 4" CMU.

5. Patch existing slab openings, approx. 2" deep by 8" x 60 LF, with cement, flush with existing slab elevation.

6. Fire stop all existing and new penetrations from any removals. Fire stop any new or existing penetrations between stairwell and Area A (Reference Attachment A). Patch walls around any openings. Provide documentation on all fire stopping systems and UL certifications used in the project.

7. Install approx. 300 lf of 1 5/8" furring channels, braced at 2'- 0" o.c. to walls, along existing exterior walls. Channels shall be 10 ft high, channels and track shall be 20 gauge. Install one layer of 5/8" gypsum board, 9 ft high. Install sound insulation to all new sheetrock walls.
8. Install approx. 8 if of 3 1/2" metal studs around existing plumbing piping (partition on three sides) and create a pocket for the folding portion, coordinate with partition installer/supplier. Studs shall be full height, slab to slab, studs and track shall be 20 gauge. Install 5/8" gypsum wall board, full height at plumbing piping and 9 ft for the folding partition pocket.

9. Provide bracing for folding partition track, coordinate with installer of the folding partition.

10. Remove existing entrance and wall. Install new wall framing, with blocking and ceiling braces, as required, to provide finish door openings for glass doors. Doors by others. Adjust existing ceiling accordingly, in the hallway, to allow installation of new wall and doors. Coordinate with door supplier for finished openings. See Shop Drawing (Attachment F) in bid documents.

11. Install new 2x2 suspended ceiling grid and ceiling at 8'-0" AFF. Contractor shall center the ceiling each way in each room, trimmed ceiling tiles shall not be less than 1/2 of the tile. Utilize existing black iron and supplement black iron, as needed, to allow installation of black iron at 4'-0" o.c. (Specification #1).

12. Tape, spackle and paint. Two walls shall have accent color, paint color TBD. All other walls will be Linen White from Sherwin Williams. (Specification #2).

13. Clean work area daily and provide final broom cleaning prior to floor installation. Floor specification is Astral #81538 from Parterre Flooring Systems (Specification #3). Patch existing flooring at new door way and install threshold or saddle, if necessary. Prep subfloor for install of new floor.

**Electrical**

1. Install temporary lighting and power for duration of project. Remove all temporary lighting and power at the end of construction.

2. Remove existing surface mounted wire moldings.

3. All electrical installation shall comply with N.E.C.

4. Provide electrical power and lighting wiring circuits, electrical panel located in corridor approx. 45 LF from work area. Contractor to provide all material (wire, EMT conduit, conduit supports, etc.). Add battery pack to classroom space (Specification #8). Refer to drawings.sketches (Attachments C & D).
5. Contractor shall install EMT with wire, 12 GA, in corridor to the electrical panel. Within the work area hospital grade armored cable may be used. Install ¾" conduit stub ups with finish box for data and TV cabling, data and cabling installed by others. Provide EMT, armored cabling, boxes, wire, hospital grade outlets with SS cover outlet plates, wire mold, conduit, support hardware, etc., as needed.

6. Install twenty one (21) 2x2 Troffer LED lights, 2ALNG-LD1-36-UNV-L835-CD1-U (Specification #7 & Attachment G).

7. Lower existing smoke detectors and install in new suspended ceiling, relocate existing strobe light and add one new strobe light. Fire alarm is maintained by Simplex (631-404-1000). File with Fire Marshal’s office for any modifications to the existing fire alarm system. Obtain approval and sign-off from the Fire Marshal’s Office. Update Fire Alarm Graphics and language readouts/identification.

8. Install outlets and switches (Specification #5 & #6) as noted on Electrical sketch (Attachment C & D). All outlets and switches to be installed in new sheetrock walls. No wire mold to be used.

**Sprinkler:**

1. Modify sprinkler piping and head arrangements to new room configuration.


3. Provide commercial grade pipe, fittings, and supports. Pipe supports shall be mechanically fastened to the slab.

4. Pressure test piping and witness by construction manager. Pipe shall be pressurized for 200 lbs. for 24 hours.

5. Obtain final approval and sign-off from the Fire Marshal’s Office.

6. Ensure no wire cabling comes into contact with Sprinkler piping.

**HVAC:**

1. Provide and Install 5 Herman Nelson Classroom Floor Unit Ventilator Model AVS (F Vintage) in the classroom (Specification #9 and Attachment H)
2. Provide shop drawings for review.

Alternates (See Attached Drawings):

- All material to be provided by contractor to perform task/project unless otherwise noted.
- Reference Specification List for Materials to be used on Project.
- All measurements are approximate. Measurements are the responsibility of the contractor and may be obtained during the walk-through or subsequent site visits.

Alternate 1: Area A: Classroom. Provide pricing for both. 1 (one) will be selected. See attachment for Modern Fold brochure.

a. Provide and install Modern Fold Folding Wall with Glass Panels and frosted film (or equal).

b. Provide and install Modern Fold Folding Wall with Vinyl Panels (or equal).

Alternate 2: Area B: Storage Area (Approx. 600 sq. ft).

a. Patch 3 columns (Approx. 2’x2’x9’ each).

b. Patch and prep subfloor floor for installation of new flooring.

c. Provide and install VCT Flooring (Specification #10).

d. Provide and install 4” Cove Base (Specification #4).

e. Provide and install suspended ceiling with Black Iron. Ceiling shall be Armstrong 2x2 suspended ceiling (Specification #1).

f. Spackle and Paint. Paint color will be Linen White from Sherwin Williams (Specification #2).

h. Remove old BX Cable.

i. Provide & install twelve (12) 2x2 Troffer LED lights (Specification #7 & Attachment G). Provide and install light switch (Specification #5).

j. Provide & install five (5) duplex outlets (Specification #6).

k. Lower smoke detector into new ceiling. File with Fire Marshall with Area A.

l. Modify sprinkler piping and head arrangements to new room configuration. Sprinkler heads shall be concealed pendant (Specification #11). File with Fire Marshall with Area A.

Alternate 3: Area C: Office (Approx. 198 sq ft.)

a. Frame and sheetrock around vent pipes and water pipes in three (3) locations (approx. 2’-6”x 9’-0” and 7’-3”- 5”x 9’).

b. Patch and prep subfloor floor for installation of new flooring.

c. Install sound insulation in all new sheetrock walls.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED
d. Provide and install VCT Flooring (Specification #10).
e. Provide and install 4" Cove Base (Specification #4).
f. Provide and install Suspended Ceiling with Black Iron. Ceiling shall be Armstrong 2x2 suspended ceiling (Specification #1).
g. Spackle and Paint. Paint color will be Linen White from Sherwin Williams (Specification #2).
h. Remove old BX Cable.
i. Provide and install three (3) 2x2 Troffer LED lights (Specification #7 & Attachment G). Provide and install light switch (Specification #5).
j. Provide and install 3 duplex outlets (Specification #6). Provide 1 outlet for Air Conditioning Unit (Specification #6).
k. Lower smoke detector into new ceiling. File with Fire Marshall with Area A.
l. Modify sprinkler piping and head arrangements to new room configuration. Sprinkler heads shall be concealed pendant (Specification #11). File with Fire Marshall with Area A.
m. Insulate existing steam lines.

n. Remove abandoned plumbing piping.
o. Remove old bathroom wall tile.
p. Prep and install new sheetrock walls throughout room. Tape, spackle, paint and install sound insulation.

Alternate 4: Area D: Hallway/Lobby (Cosmetic Renovation)

a. Prep existing walls and paint. 1 accent color will be painted on the existing wall protection (Specification #2). Color TBD. All other walls will be Linen White from Sherwin Williams (Specification #2).
b. Paint Ceiling. Paint color will be Linen White from Sherwin Williams (Specification #2).
c. Prep and level existing sub floor. Install new floor and cove base (Specification #4 & #10). Owner will remove existing floor.

Alternate 5: Area E: Bathroom

a. Remove existing plumbing fixtures, accessories, and light fixtures.
b. Remove existing wall tiles (Tiles are approx. 4’ high).
c. Patch areas as needed to provide good substrates for new tiles.
d. Provide and Install new wall tiles (Specification 16).
e. Provide and Install new floor tiles (Specification 17).
f. Paint ceiling. Paint color will be Linen White from Sherwin Williams (Specification #2).
g. Provide and install new toilet partition (Specification 18). Remove old partition and replace with new.
h. Provide and install door saddle.
i. Install New Plumbing Fixtures (Specification #12, #13, #14 and #15).
Alternate 6: Areas A, B, and C: Windows

a. Replace 18 existing windows with new anodized aluminum windows by Karey Kassal Corporation (Specification #19 & Attachment J) or equal. Dispose existing windows.
b. Install 18 window shades from In-Pro Corporation (Specification #20). Material supplied by owner.

EMS Conference Room Specification List:

1. Ceiling – Armstrong 2X2 Suspended Ceiling Model #6y1r8
2. Paint – Sherwin Williams – Pro Mar 200 – Flat
3. Classroom Floor – Parterre Astral #81538
5. Electrical – Switches – Hubbell HBL 1221
6. Electrical – Receptacles – Hubbell HBL 8300
7. Lighting – Cooper Lighting - Metalux -2x2 Troffer LED Lights, 2ALNG-LD1-36-UNV-L835-CD1-U
8. Emergency Lights - Lithonia LIGD ELM2-LED-HO-M12 1.5W LMP HEA
9. HVAC – Herman Nelson Classroom Floor Unit Ventilator Model AVS (F Vintage)
10. VCT Flooring – Mannington Commercial 12”x12” Gauge 1/8” ASTM-1066 Class 2 Mannington V11 Adhesive
11. Sprinkler Heads – ½” 165 Concealed pendant reliable mod G5
12. Plumbing – Kohler Floor Mounted Bowl 4405-0
13. Plumbing – KohlerSink 2006-0
15. Plumbing – Sloan 110 xl Flusherometer
16. Bathroom Wall Tiles – Cerreno 16 Relic/Regis Noce 16x16, CERFGWA20 Forge Walnut 20x20 PORC 54852, COPDCN018 Desert Cove Noce 18” 11722 & Vitrex Mosaic Beige Mix Xankos 3x6 #0380023
17. Bathroom Floor Tiles – CERFGWA1320 Forge Walnut 13x20 PORC 54859 & Desert Cove Noce 12x24 COPDCNO1224
18. Toilet Partition – Global Steel – Baked Enamel Steel, Almond with stainless steel mounts and tamper proof screws.
20. Shades – In-Pro Corporation – CLICKEZE – Raze Blackout Graphite

All bids must be F.O.B. destination and include delivery within doors unless otherwise specified.

Bidder Sign Here: ______________ Title: ________________

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Attachments & Summary:

A. Floor Plan: Layout of the existing floor plan of the B Building 2nd Floor.
C. Schematic Classroom Layout: Provides outlet locations, Data/Voice locations, Television locations and Thermostat locations.
D. Conceptual Classroom Drawings 1 & 2: Provides outlet locations, Data/Voice locations, Television locations, Thermostat locations and Lighting layout.
E. Window/Ceiling Soffit Detail.
F. Fox Glass Herculite Doors Shop Drawings.
G. LED Lighting Specification.
H. Herman Nelson Classroom Floor Unit Ventilator Specification.
I. Empire Furniture Plan.
J. Karey Kassl Windows: Series 5000 Architectural

See "Attachment and Summary Packet" (total of 24 pages) for all drawings and specifications listed above to be found after Proposal Page 62.
## EMS Bid Breakdown Form:

### Base Contract Work (Area A - Classroom/Conference):

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<th>Description</th>
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<th>Labor Rate</th>
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<td>Shop Drawings</td>
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<td>4</td>
<td>Fire Alarm Filling</td>
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<td>Sprinkler Filling</td>
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### Alternate Work 1 (Area A - Classroom):

- **Total Worked:** $0.00

### Alternate Work 2 (Area B - Storage):

- **Total Worked:** $0.00

---

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

BIDDER SIGN HERE

TITLE

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### Alternate Work 3 (Area C - Office):

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<td>LED Lights</td>
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<td>8 Duplex Outlets &amp; 1 Outlet for AC</td>
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<tr>
<td>9</td>
<td>Sprinklers</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$0.00</strong></td>
</tr>
</tbody>
</table>

### Alternate Work 4 (Area D - Lobby):

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Prep and Paint</td>
<td>$0.00</td>
</tr>
<tr>
<td>2</td>
<td>Install Plywood Panels</td>
<td>$0.00</td>
</tr>
<tr>
<td>3</td>
<td>Prep/Level Existing Sub Floor</td>
<td>$0.00</td>
</tr>
<tr>
<td>4</td>
<td>New Floor &amp; Cove Base</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$0.00</strong></td>
</tr>
</tbody>
</table>

### Alternate Work 5 (Area E - Bathroom):

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Demo - Remove Existing Plumbing, Wall Tiles &amp; Accessories</td>
<td>$0.00</td>
</tr>
<tr>
<td>2</td>
<td>Patch Areas for New Wall Tires</td>
<td>$0.00</td>
</tr>
<tr>
<td>3</td>
<td>Install New Wall, Floor Tile, &amp; Door Saddle</td>
<td>$0.00</td>
</tr>
<tr>
<td>4</td>
<td>Paint Ceiling</td>
<td>$0.00</td>
</tr>
<tr>
<td>5</td>
<td>Provide and Install New Toilet Partition</td>
<td>$0.00</td>
</tr>
<tr>
<td>6</td>
<td>Install New Plumbing Fixtures (Toilet, Sink, Hushometer &amp; Faucet)</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$0.00</strong></td>
</tr>
</tbody>
</table>

### Alternate Work 6 (Areas A, B, C - Windows):

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Replace 18 Existing Windows</td>
<td>$0.00</td>
</tr>
<tr>
<td>2</td>
<td>Install 18 Window Shades</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$0.00</strong></td>
</tr>
</tbody>
</table>

**Note:** All spaces in columns (Unit, Material Price, Labor Price, & Extended Price) must be completed including total contract cost. If a column does not apply enter a zero or N/A. Failure to fill in these columns will result in your bid being declared non-responsive.
Proposal Page:

To be complete by the Bidder:

Supply equipment, labor and material to complete the work as outlined in the attached contract documents. Price listed must include all labor, materials, services, insurance, permits, and equipment necessary to carry out the work, in accordance with all applicable federal, state and local regulations, as listed in the contract documents. The price listed is to also include all supervision, transportation, incidentals, and other facilities (as necessary and/or required) to execute all the work herein specified and make ready for operation.

Lump Sum Price: $______
(Written in numbers)

(Written in words)

************ End of Section ************
SOFFIT NOTES:

1. PROVIDE AND INSTALL FRAMING 3½" METAL STUDS, 16" O.C., 5/8" SHEETROCK.

2. ABOVE THE PROPOSED SUSPENDED CEILING INSTALL SHEETROCK 6" HIGH AT NEW SOFFIT (ON THE INSIDE SECTION OF THE NEW CEILING).

3. TAPE AND PAINT.

4. INSTALL SOFFIT ON WALLS WITH WINDOWS, 92 L.F.

EMS
SK-2
2/13/15
1 3/4" HEADER

1/2" CLEAR TEMPERED GLASS

OFFSET WIRE PULLS BACK TO BACK

4" SHOE

96" EXACT FRAME OPENING

72" EXACT FRAME OPENING

SATIN STAINLESS STEEL FULL SHOES
**Attachment Page 8 of 24**

**COOPER LIGHTING - METALUX**

**DESCRIPTION**

ArcLine is a premium grade specification tautroff series. This innovative, high quality luminaire is dedicated to the latest solid state lighting and driver technology for optimal performance and energy efficiency. The ArcLine is compatible with all of today's popular ceiling systems and is available with a variety of options and accessories for application versatility.

The ArcLine series features efficiency, quality and performance. The series is an excellent choice for commercial office spaces, schools, hospitals or retail merchandising areas.

**SPECIFICATION FEATURES**

**Construction**

Rigid housing is die formed of code 6 gauge prime cold rolled steel and features full length die-formed stiffeners and unibody endplate for added strength. Side flanges are hemmed. Innovative design provides superior lens brightness uniformity and visual comfort. Unibody endplates are securely attached with interlocking tabs and screws. Four auxiliary fixture and suspension points provided. Ampere KOs are provided for continuous row wiring. Endplates have integral Gridlock feature for safety and convenience.

**Electrical**

Long-Life LED system coupled with electrical driver to deliver optimal performance. LED’s available in 3000K, 3500K or 4000K with a CRI ≥ 85. Projected life is 50,000 hours at 70% lumen output. cULus list. Electronic drivers are available for 120-277V applications.

**Finish**

Multistage, iron phosphate pretreatment ensures maximum bonding and rust inhibition. Housing and ballast cover finished with new 90% reflective white enamel for superior performance.

**Hinging/Latching**

Positive cam action steel latches with baked white enamel finish. Safety-lock T-hinges allow hinging and latching either side. Door assembly hinges down for easy access from below without tools.

**Frame/Shielding**


**Controls**

The ArcLine LED is equipped standard with a 0-10V continuous dimming driver that works with any standard 0-10V control/dimmer. Combine with energy-saving products like occupancy sensors, daylighting controls, and lighting relay panels from Cooper Controls (www.coopercontrols.com) to maximize energy savings.

**CERTIFICATION DATA**

cULus
LM79/M60 Compliant

**ENERGY DATA**

Input Watts:
27-28W
36-37W

**MOUNTING DATA**

[Diagram showing mounting data]

**DOOR FRAMES**

[Diagram showing door frames]

**CEILING COMPATIBILITY**

[Diagram showing ceiling compatibility]

**COOPER LIGHTING**

ADF11756
HermanNelson® Classroom Floor Unit Ventilator Model AVS (F Vintage)

Standard Features
- UL/cUL listed.
- ARI Certified chilled water performance. Unit ventilation rate certified and tested per Air Conditioning and Refrigeration Institute (ARI) standard 840. Certified and labeled compliant with the seismic design provisions of the International Building Code (IBC) Chapter 16 and independent test agency requirements of Chapter 17.
- Full institutional quality cabinet with durable, textured, charcoal bronze paint finish on top surface. Oven baked powder paint on all other exterior panels.
- Welded chassis constructed from galvanized steel.
- Two, top hinged doors for access.
- Removable bar discharge grille.
- Three individual front access panels provided for ease of maintenance and service.
- All access panels have positive positioning thread fasteners operated with 5/32" hex wrench.
- Insulated unit back.
- Built-in pipe tunnel.
- Leveling legs.
- Rigid, double wall, insulated outdoor air damper made from welded galvanized steel, with multi-air and damper seals in turned over edges.

Composite drain pan-hand of connection field reversible. Direction of slant can be field modified.
- Room air fan motor and fan shaft have oilable sleeve bearings for quietness and long life.
- Low speed room air fan constructed of injection molded polypropylene for precise, smooth, quiet performance.
- Energy efficient 1/4 H.P., permanent split capacitor (PSC) plug-in room air fan motor fits all size units. Located out of air stream.
- UL listed individual fusing of fan motor and controls.
- Room air motor speed controlled by multi-tap transformer, high-medium-low-off switch.
- MicroTech™ II Controls (Optional) State of the art “MicroTech II” unit controller is a stand alone microprocessor based DDC control device that is pre-engineered, pre-programmed, pre-tested and factory installed. It provides correct sequence of operations and the advantage of one source responsibility.
- Steam coils equipped with vacuum breaker.
- Manual air vent and drain plug on water coils.
- Throwaway filter(s) factory installed in unit.

### Physical Data

<table>
<thead>
<tr>
<th>Unit Series</th>
<th>S07</th>
<th>S10</th>
<th>S13</th>
<th>S15</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Nominal Airflow - cfm (L/s)</strong></td>
<td>750 (2041)</td>
<td>1000 (2767)</td>
<td>1250 (3478)</td>
<td>1500 (4115)</td>
</tr>
<tr>
<td><strong>Number of Fans</strong></td>
<td>2</td>
<td>4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td><strong>Fan Data</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Size</strong></td>
<td>8.12 (208)</td>
<td>8.12 (208)</td>
<td>8.12 (208)</td>
<td>8.12 (208)</td>
</tr>
<tr>
<td><strong>Diameter - in.</strong></td>
<td>2.5</td>
<td>2.5</td>
<td>2.5</td>
<td>2.5</td>
</tr>
<tr>
<td><strong>Height - in.</strong></td>
<td>2.4</td>
<td>2.4</td>
<td>2.4</td>
<td>2.4</td>
</tr>
<tr>
<td><strong>Filter Data</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Flowrate</strong></td>
<td>2244 (57.9)</td>
<td>2264 (57.9)</td>
<td>2284 (57.9)</td>
<td>2304 (57.9)</td>
</tr>
<tr>
<td><strong>Area</strong></td>
<td>4.24 (10.8)</td>
<td>4.24 (10.8)</td>
<td>4.24 (10.8)</td>
<td>4.24 (10.8)</td>
</tr>
<tr>
<td><strong>Net Weight (kg)</strong></td>
<td>350 (772)</td>
<td>425 (935)</td>
<td>525 (1157)</td>
<td>750 (1635)</td>
</tr>
<tr>
<td><strong>Approx. Shipping Weight</strong></td>
<td>370 (815)</td>
<td>445 (980)</td>
<td>555 (1225)</td>
<td>780 (1708)</td>
</tr>
<tr>
<td><strong>Nominal Airflow</strong></td>
<td>400 (914)</td>
<td>400 (914)</td>
<td>400 (914)</td>
<td>400 (914)</td>
</tr>
<tr>
<td><strong>Water Volume (gpm)</strong></td>
<td>2.24 (8.5)</td>
<td>2.24 (8.5)</td>
<td>2.24 (8.5)</td>
<td>2.24 (8.5)</td>
</tr>
<tr>
<td><strong>Spacing (in.)</strong></td>
<td>8.12 (208)</td>
<td>8.12 (208)</td>
<td>8.12 (208)</td>
<td>8.12 (208)</td>
</tr>
</tbody>
</table>

### Motor Data

<table>
<thead>
<tr>
<th>Unit Series</th>
<th>S07</th>
<th>S10</th>
<th>S13</th>
<th>S15</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Motor Capacity (hp)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Motor Voltage (V)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Motor Current (amps)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Output Watts</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Minimum Circuit Size (amps)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

©2005 McQuay International
AAF®-HermanNelson® Classroom Floor Unit Ventilator Model AVS (F Vintage)

Coil Headers, Locations (Heat/Cool)

Chilled Water and Hot Water Unit (Cooling Coils S, W, V) (Heating Coils 85, 66, 67)

Chilled Water and Steam Unit (Cooling Coils S, W, V) (Heating Coils 88, 89, 78, 79)

Street Expansion (G) and Hot Water Unit (Cooling Coil G) (Heating Coils 85, 66, 67)

Street Expansion (G) and Steam Unit (Cooling Coil G) (Heating Coils 88, 89, 78, 79)

Table 1-1: Dimensions

<table>
<thead>
<tr>
<th>Unit Depth</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
<th>I</th>
<th>J</th>
<th>K</th>
</tr>
</thead>
<tbody>
<tr>
<td>in</td>
<td>10″</td>
<td>5%</td>
<td>10%</td>
<td>12%</td>
<td>15%</td>
<td>17%</td>
<td>19%</td>
<td>21%</td>
<td>23%</td>
<td>25%</td>
<td>27%</td>
</tr>
<tr>
<td>mm</td>
<td>254</td>
<td>5%</td>
<td>10%</td>
<td>12%</td>
<td>15%</td>
<td>17%</td>
<td>19%</td>
<td>21%</td>
<td>23%</td>
<td>25%</td>
<td>27%</td>
</tr>
</tbody>
</table>

Note: For opposite cool and drain coils (coils 78, 79) return (F) is 7⅛" (184mm) from bottom of unit and 1 ⅝" (51mm) from back of unit. Unless otherwise noted, LI and RI connections are the same.

Table 1-2: DX Coil (G) Connection Tubing

<table>
<thead>
<tr>
<th>Unit Series</th>
<th>S07</th>
<th>S10</th>
<th>S13</th>
<th>S15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suction Line O.D. (mm)</td>
<td>%</td>
<td>19</td>
<td>10</td>
<td>22</td>
</tr>
<tr>
<td>Liquid Line O.D. (mm)</td>
<td>%</td>
<td>0.55</td>
<td>0.6</td>
<td>10</td>
</tr>
</tbody>
</table>

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Chilled Water and Electric Heating Coils

Chilled Water (1st Position) and Electric Heating Cooling Coils V, W, E, B, 7 Heating Coils

Right Hand

Air Flows

Junction Box

Table 2-1: Heat/cool Panel/Switch Combinations In Air Stream (one coil per position)

<table>
<thead>
<tr>
<th>First Position in Air Stream</th>
<th>Second Position in Air Stream</th>
<th>AVS</th>
<th>AVS Elec.</th>
</tr>
</thead>
<tbody>
<tr>
<td>U</td>
<td>D</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>65</td>
<td>65</td>
<td>37</td>
<td></td>
</tr>
<tr>
<td>65</td>
<td>66</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>65</td>
<td>66</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>65</td>
<td>66</td>
<td>67</td>
<td></td>
</tr>
<tr>
<td>V</td>
<td>W</td>
<td>12</td>
<td>X</td>
</tr>
<tr>
<td>V</td>
<td>S</td>
<td>12</td>
<td>X</td>
</tr>
<tr>
<td>V</td>
<td>S</td>
<td>66</td>
<td>78</td>
</tr>
<tr>
<td>V</td>
<td>S</td>
<td>68</td>
<td>78</td>
</tr>
<tr>
<td>V</td>
<td>S</td>
<td>68</td>
<td>79</td>
</tr>
<tr>
<td>V</td>
<td>S</td>
<td>78</td>
<td>79</td>
</tr>
<tr>
<td>V</td>
<td>S</td>
<td>78</td>
<td>79</td>
</tr>
</tbody>
</table>

Heating Coils

65 = 1 Row Hot Water Coil
68 = 2 Row Hot Water Coil
66 = 2 Row Hot Water Coil
66 = Low Capacity Steam Coil
68 = High Capacity Steam Coil
78 = Opposite End Drain Low Capacity Steam Coil
79 = Opposite End Drain High Capacity Steam Coil
12 = Low Electric Heat Coil
00 = None

Cooling Coils

U = 2 Row CW/HW 2-Pipe Coil
D = 3 Row CW/HW 2-Pipe Coil
E = 4 Row CW/HW 2-Pipe Coil
V = 2 Row CW Coil
S = 3 Row CW Coil
W = 4 Row CW Coil
G = Direct Expansion Coil

Table 2-2: Dimensions

<table>
<thead>
<tr>
<th>Unit Depth</th>
<th>Dimensions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A</td>
</tr>
<tr>
<td>in</td>
<td>14</td>
</tr>
</tbody>
</table>

Table 2-3: Coil Water Capacities (Gallons/Liters)

<table>
<thead>
<tr>
<th>Unit Series</th>
<th>S97</th>
<th>S910</th>
<th>S913</th>
<th>S915</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Row Coil</td>
<td>0.01</td>
<td>0.01</td>
<td>0.01</td>
<td>0.01</td>
</tr>
<tr>
<td>2 Row Coil</td>
<td>0.02</td>
<td>0.02</td>
<td>0.02</td>
<td>0.02</td>
</tr>
<tr>
<td>3 Row Coil</td>
<td>0.03</td>
<td>0.03</td>
<td>0.03</td>
<td>0.03</td>
</tr>
<tr>
<td>4 Row Coil</td>
<td>0.04</td>
<td>0.04</td>
<td>0.04</td>
<td>0.04</td>
</tr>
</tbody>
</table>

Condensate Drain Location - All Units

Notes:
1. All coils have same supply and return connections.
2. Steam coils have a factory installed pressure equalizing valve and a 24" (610mm) long pressure equalizing line which terminates in a 1/2" M.P.T. fitting.
3. Steam/hot water connections may be made end to end by cooling coil connections, but they are recommended to be separate and to facilitate piping. (Must be opposite end when using Microtrac™ controls.)
4. Cooling condensate drain pan is shipped sloped down to the cooling coil connections but is field reversible.
5. Electric heating coil power connections are right and only. Junction box has 1" (25mm) and 2" (51mm) (trade size) knockouts, 10 1/2" (267mm) from right end of the unit.
6. For limitations with coil combinations see Table 2-1.
7. Coil connections are 11/4" I.D. (female) and terminate 9" (229mm) from the end of the unit.
8. Steam coils are 11/4" (female) connections and terminate 8" (203mm) from the end of the unit.
9. DX coils have O.D. sweat connections. Interconnecting tube by others. See Table 1-2 for correct tubing size.
10. All dimensions are approximate.
AAF®-HermanNelson® Classroom Unit Ventilator Models AVS and AHF
Steam End of Cycle Valve Selection and Piping for MicroTech™ II with Face and Bypass

Steam End of Cycle Valve

MicroTech Face and Bypass Damper control unit ventilators require a Direct Digital Controller (DDC), End of Cycle (EOC) valve for each steam coil. End of Cycle (or two position) valves are either full open to allow steam to flow through the coil or fully closed to shut off the steam flow.

2-Way End of Cycle, Normally Open, Steam Valve Piping
The 2-way End of Cycle steam valve is furnished normally open to the coil. When the valve is de-energized (off) there is full flow through the coil. Energizing the valve reduces the steam flow in the End of Cycle fashion.

2-Way End-of-Cycle Valve Specifications

Refer to the End of Cycle valve label to determine the direction of flow. The valve should be installed so that there is a 2" (51mm) minimum clearance to remove the actuator from the valve body.

Provide unions for removal of unit coil and/or control valve as a future service consideration.

Steam EOC valves are shipped separate from the unit ventilator itself to help avoid shipping damage to the piping of the connection stub from the weight of the valve, and to provide the installer with maximum flexibility in making the field piping connection.

When using AAF MicroTech II controls, they must be of opposite end. The End of Cycle valve accessory must be field installed on the unit for which it was selected.

To correctly select the proper End of Cycle steam valve:
1. Obtain the supply steam inlet pressure.
2. Determine the actual heat requirement of the space to be heated.
3. Select a valve size (CV) from Table 1-2 on the basis of taking 10% of the inlet steam pressure. For example, a system with an inlet pressure of 2 psig, the valve should be sized.

### Table 1-1. EOC Connection

<table>
<thead>
<tr>
<th>Connection</th>
<th>Qr</th>
<th>X</th>
<th>Y</th>
<th>Z</th>
</tr>
</thead>
<tbody>
<tr>
<td>FMPT 3/4&quot;</td>
<td>7.0</td>
<td>1/2&quot; (47mm)</td>
<td>1&quot; (25mm)</td>
<td>3/4&quot; (19mm)</td>
</tr>
</tbody>
</table>

### Table 1-2. End of Cycle 2-way, Normally Open, Steam Valve (7.0 CV)

<table>
<thead>
<tr>
<th>Valve Inlet Pressure</th>
<th>Capacity (Milli)</th>
<th>Capacity (Watts)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 psig (13.8 KPa)</td>
<td>43.9</td>
<td>12024</td>
</tr>
<tr>
<td>5 psig (34.5 KPa)</td>
<td>74.8</td>
<td>21924</td>
</tr>
</tbody>
</table>
*Based on 1150 Btu/ft, of steam pressure drop

### Table 1-3. 2-way Actuator

<table>
<thead>
<tr>
<th>Control</th>
<th>2 Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical</td>
<td>24 VAC, 50/60 Hz</td>
</tr>
<tr>
<td>Stroke</td>
<td>Power Stroke 9 to 11 seconds</td>
</tr>
<tr>
<td></td>
<td>Spring return 4 to 5 seconds</td>
</tr>
<tr>
<td>Ambient</td>
<td>32°F to 125°F (0°C to 52°C)</td>
</tr>
</tbody>
</table>

### Table 1-4. 2-way Valve Body

<table>
<thead>
<tr>
<th>Connections</th>
<th>3/8&quot; FMPT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Static Pressure</td>
<td>350 psi (2110 kPa)</td>
</tr>
<tr>
<td>Close-Off Pressure</td>
<td>13 psig (90 kPa)</td>
</tr>
<tr>
<td>Temperature</td>
<td>32°F to 200°F (0°C to 93°C)</td>
</tr>
</tbody>
</table>
AAF-HermanNelson® Classroom Unit Ventilator Model AVS (F Vintage)
Arrangement AM - Full Adapter Back With 2" Step Down; Closed Pipe Tunnel
21¾" (556mm) Deep Unit

Certified Drawing
UV-AVS-010F

Group: Unit Ventilator
Type: Inlet Air Arrange. AM
Date: February 2005

AAF-HermanNelson® Classroom Unit Ventilator
Model AVS (F Vintage)
Arrangement AM - Full Adapter Back With 2" Step Down; Closed Pipe Tunnel
21¾" (556mm) Deep Unit

Left End View (Shown With 1" Solid Accessory End Panel)

Right End View (Shown With 1" Solid Accessory End Panel)

Front View

Right End View (Without End Panel)

Left End View (Without End Panel)

Rear View

<table>
<thead>
<tr>
<th>Unit</th>
<th>Size</th>
<th>Dimensions</th>
</tr>
</thead>
<tbody>
<tr>
<td>AV</td>
<td>62</td>
<td>65</td>
</tr>
<tr>
<td>907</td>
<td>1570</td>
<td>655</td>
</tr>
<tr>
<td>4AF</td>
<td>44</td>
<td>464</td>
</tr>
<tr>
<td>3AP</td>
<td>4064</td>
<td>4064</td>
</tr>
<tr>
<td>2AP</td>
<td>2700</td>
<td>2700</td>
</tr>
<tr>
<td>MAP</td>
<td>2700</td>
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<td>MAP</td>
<td>2700</td>
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</tbody>
</table>

©2005 McQuay International
Certified Drawing UV-AVS-010F (2/05)
AAF-HermanNelson® Classroom Floor Unit Ventilator
Models AVS, AVV, AVR, AVB
1" (25mm) End Panel & Enclosure Application

Available in: (Check one that applies)
☐ Antique Ivory
☐ Oat White
☐ Putty Beige
☐ Soft Gray

1" (25mm) End Panel Dimensions – Floor Unit Ventilators (Check one that applies)

<table>
<thead>
<tr>
<th>All Dimensions in Inches</th>
<th>16 3/4&quot; (422mm) Deep End Panels</th>
<th>21 3/4&quot; (566mm) Deep End Panels</th>
<th>28&quot; (711mm) Deep End Panels</th>
</tr>
</thead>
<tbody>
<tr>
<td>Top View</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>End View With No Cut-out</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>End View With 2 1/2&quot; x 7&quot;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(54mm x 178mm) Cut-out</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>End View With 4&quot; x 16&quot;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(102mm x 457mm) Cut-out</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>End View With 4&quot; x 8&quot;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(102mm x 203mm) Cut-out</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>End View With 2&quot; x 8 1/4&quot;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(51mm x 133mm) Step Down</td>
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</tbody>
</table>

(See dimension details below)
**Horizontal Blade Louver**

The AAF-Herman Nelson horizontal blade louver is constructed with horizontal channel type blades in a rugged frame. Weep holes are located in the exterior side of the frame. Offered in aluminum construction with decorative grille optional. A mesh bird screen is furnished.

**Vertical Blade Louver**

The AAF-Herman Nelson vertical blade louver is designed for panel wall or specialty wall construction. The vertical blade double-break configuration provides effective water management and entrapment. The drip plate must be on the bottom. A mesh bird screen is furnished. Decorative grilles are available.

**Horizontal Blade Louver Notes:**
1. Louvers are available with 10-gauge aluminum frame and 10-gauge aluminum louvers.
2. Louvers are available with optional grille and optional louver. They are alloy 5056 suitable for color anodizing by others.
3. Bird screen is 20" (150mm) x 1/2" (13mm) mesh on all louvers.
4. All dimensions are 1/16" (1.2mm). See table below for recommended wall opening dimensions.
5. Louver intake must not be restricted. Trees, shrubs, etc. must be a minimum of 30" (762 mm) away from louvers. Louver must be installed flush with the exterior and elevated sufficient to drain. Louver weep holes must be open for water drainage.

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**Vertical Blade Louver Notes:**
1. Louvers are for use with either standard or panel walls.
2. Louvers are available with either 10-gauge aluminum frame and 20-gauge aluminum louvers.
3. Louvers are available with optional grille and optional louver. They are alloy 5056 suitable for color anodizing by others.
4. Bird screen is 30" (150mm) x 10" (13mm) mesh on all louvers.
5. All dimensions are 1/16" (1.2mm). See table below for recommended wall opening dimensions.
6. Louver intake must not be restricted. Trees, shrubs, etc. must be at a minimum of 30" (762 mm) away from louvers. Louver must be installed flush with the exterior and elevated sufficient to drain. Louver weep holes must be open for water drainage.
SERIES 5000 ARCHITECTURAL

The series 5000 is a true heavy commercial rated double hung (AAMA DH HC 66). The window has been value engineered to combine a superior design with a very competitive price tag. The 5000A is available in 1" double insulated glass, with narrow sight-line sash members. Using Kassl's patented profile grid (between the glass or applied to the glass), this window system adds an architectural enhancement to any building facade. The Series 5000A is a leader in the aluminum replacement market.

Downloads:

Word®
5000 Architectural Specs

Autocad®
5000 Architectural Sill Section
5000 Architectural Jamb Section
5000 Architectural Interlock Section
5000 Architectural Header Section

PDF®
Specifications  
Series 5000 Architectural  

SECTION 8520 ALUMINUM WINDOWS  

PART 1 - GENERAL  
1.01 Work Included  

A. Furnish and install aluminum architectural windows complete with hardware and related components as shown on drawings and specified in this section.  

B. Double Hung replacement series 5000 A HC 65, as manufactured by the Karey Kassl Corporation, 180 Terminal Drive Plainview, New York, 11803; or approved equal, shall meet or exceed the performance requirements of AAMA/NWWDA 101/IS.2-97, Voluntary Specifications for Aluminum, Vinyl (PVC) and Wood Windows and Glass Doors.  

C. The approved manufacturer will be required to furnish performance requirements including structural, water, and air infiltration, and thermal transmittance tests. Complete and detailed shop drawings must also be furnished. Drawings and samples must be submitted 10 (ten) days prior to bid. A well-known testing laboratory in strict conformance to the appropriate ASTM designations shall perform all tests.  

D. All windows and other related equipment shall be the products of well-known manufacturer regularly engaged in the manufacturing of high quality window products for at least 10 years.  

E. Design of windows and related items shall conform to details on approved shop drawings, fabricated in such manner to fit openings of windows to be replaced and conditions encountered at the buildings.  

PART 2 - PRODUCTS  
2.01 Materials  

A. Alloys- aluminum shall be of commercial quality and free from defects impairing strength and durability. All extruded sections shall be of 6063-T6-aluminum alloy, with minimum tensile strength of 22,000 P.S.I.  

B. Window members- Sill frame member shall have nominal thickness of not less than .094" as outlined in ANSI-AAMA 101-85 HC 65. Main frame shall be 3.909" in depth. Sash members shall be 1.680" in depth. All thermally broken frame and sash members shall utilize high density; low thermal conductive poured polyurethane structural thermal material, and shall structurally combine the inner and outer frame and sash sections.  

Note: This is a pure thermally divided window (not a thermally stitched window).  

C. Fasteners- All screws shall be stainless steel or other non-corrosive metal compatible with aluminum.
D. Hardware-Hardware having component parts exposed shall be aluminum, stainless steel or other non-corrosive material compatible with aluminum. Cadmium or zinc plated steel where used must be in accordance with ASTM specs A165-71 or A164-71.

E. Weather-stripping-Weather-stripping shall conform to AAMA 701.2. Weather-stripping of the 4 sides of operating sash shall be high-density pile with mylar fin seal (except security panels, which shall have vinyl bulb seal).

F. Pivot lock shoes- shall be of molded polycarbonate material. For added strength, the cam within the shoe shall be of glass filled nylon. The shoe shall be designed to securely retain the tilt pin through the entire tilt range: at an angle of 135 degrees the sash can be removed from the interior for repair.

G. Pivot Pins-Pivot pins shall be stainless steel, incased in an aluminum ring full width of each sash.

H. Tilt bolt hardware- shall be molded polycarbonate for maximum strength and durability, and shall contain custodial tilt locks to prevent unwarranted tilting of sash.

I. Balances-Balances of appropriate size and capacity to hold both upper and lower sash stationary in any open position shall be used. Sash balances shall be spiral type as manufactured by Caldwell Mfg. Co., or approved equal, and shall be easily accessible and replaceable in the field without the use of special tools.

PART 3- FABRICATION

3.01 Construction

A. Assembly- the windows shall be assembled in a secure and workman like manner, the frames permitting vertical movement of lower and upper sash. All sash members and frame members where joined shall be butt type, coped, and joined neatly and secured by means of screws anchored in integral ports. All main frame joints to be sealed on the outside with narrow joint sealant meeting AAMA 803-3 specification for joint sealant.

B. The sash shall be butt type mechanically joined so they may be easily repaired. The meeting rail interlock shall consist of two separate and distinct metal interlocks containing finseal weather-stripping as an integral part of both metal interlocks.

B-1 The jamb section must be step type with each sash having a face seal and a side seal.

C. Glazing- The sash shall be designed to accept one (1) inch insulated glass of marine type glazing. Glazing system to use a one-piece gasket, to seal all edges of insulated unit.
D. Screens- Half screens or full screens (double half screens as specified) shall have extruded aluminum frames with corners firmly joined. Frames shall be removable from the interior. Screen cloth to be anodized aluminum standard 18 x 16 mesh, held securely by a vinyl spline.

E. Finish- All aluminum shall be cleaned, degreased and bonderized prior to coating. The coating shall meet AAMA 603.6 requirements for organic coatings applied electro-statically to the aluminum surface with a dry film thickness of no less than .8 mill.

PART 4 - EXTERIOR PANNING SYSTEM
5.01 Materials

A. Exterior panning system shall be extruded prime alloy aluminum 6063-T6 of no less than nominal .078" wall thickness. Aluminum sections shall be of one-piece design to mate around the entire window frame for a weathertight connection, but allow unrestricted expansion and contraction of panning system and window frames.

B. The panning section shall be secured at the corners with approved screws in integral screw ports, with the joints back sealed using a good quality sealant.

C. Exposed screws, fasteners or pop rivets are not acceptable on the exterior of the panning system.

D. Interior trim, closures, and angles shall be specified as detailed and of extruded shapes. They shall be no less than .062" nominal wall thickness. Snap trim shall be supplied in required lengths and attached with clips spaced no more than 16" on center. On all interior trim, no exposed screws will be allowed.

Part 5 - EXECUTION
6.01 Inspection

A. Job Conditions
   1. Verify that openings are dimensionally within allowable tolerances, plumb, level, clean, provide a solid anchoring surface and are in accordance with approved shop drawings.

6.02 Installation

A. Use only skilled tradesman with work done in accordance with approved shop drawings.

B. All window mullions, sill, louvers, and trim shall be set in place plumb and true in a workman-like manner and securely braced and fastened in position. The architect and/or owner shall approve all anchoring devices.