



Nassau Health Care Corporation

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

New Procurement Law Change

IMPORTANT - Please be aware that all bids are governed under the State Finance Law Sections 139-j and 139-k (collectively, the "Procurement Requirements"). The Procurement Requirements govern permissible communications between potential respondents and NHCC with respect to this solicitation during the procurement process and establish sanctions for knowing and willful violations of the provisions of the Procurement Requirements, including disqualification from eligibility for an award of any contract pursuant to this 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

Purchasing Department
Nassau University Medical Center
Nassau Health Care Corporation



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

TO PROSPECTIVE BIDDER:

- **See Clause 42 for Mandatory Instructions – Failure to abide by these mandatory instructions may be grounds for disqualification.**
- Sealed bids must be returned to the Nassau University Medical Center's **PURCHASING DEPARTMENT, ROOM B272 BY 2:00 P.M.** by the date indicated on the bid. Any bid received after 2:00 PM will not be accepted.
- Each response should be in the envelope provided with the bid, or if obtained electronically, in an envelope of your choice. The envelope **MUST** be sealed and include the **BID NUMBER AND YOUR RETURN ADDRESS**, clearly inscribed on the outside.
- If you are responding to a bid and replying via special delivery services, (Federal Express, Express Mail, etc.) the mailing **MUST** indicate "**ATTENTION PURCHASING DEPARTMENT**", **MUST** have the **BID NUMBER** clearly marked on the outside of the package and must arrive at **PURCHASING DEPARTMENT, ROOM B272 BY 2:00 P.M.** We urge you to mail early to allow yourself plenty of time.
- In addition to the many Bid Clauses in this Sealed Bid the **Additional Bid Clauses that are indicated on page #4** (the boxes will be checked off) will also apply to this bid.
- Please pay particular attention to all pages and sign each page where requested.

Thank you

Purchasing Department
Nassau University Medical Center
Nassau Health Care Corporation

FORMAL SEALED BID PROPOSAL



NASSAU HEALTH CARE CORPORATION

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

BID NUMBER
MC98-02162-5062

BID OPENING DATE
February 16, 2012

2:00 P.M.

BUYER
D.MENNA
djmena@numc.edu

TELEPHONE
(516)
572 5756

REQUISITION NUMBER
203037

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE:

SECURITY GUARDS

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

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

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

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

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

IF NO DISCOUNT IS SHOWN PAYMENT TERMS WILL BE NET 90

DELIVERY TO BE MADE TO:

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

GUARANTEED DELIVERY DATE
_____ DAYS
AFTER RECEIPT OF ORDER

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

**EMPLOYERS FEDERAL TAX
IDENTIFICATION NUMBER**

NAME OF BIDDER _____

ADDRESS _____

CITY _____

STATE _____

ZIP CODE _____

TELEPHONE _____

SIGNATURE OF AUTHORIZED INDIVIDUAL

PRINT OR TYPE NAME OF SIGNER AND TITLE

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

1. Bids on equipment must be standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any party of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

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

3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.

4. **PRICES** The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the Nassau Health Care Corporation.

5. **SURETY** In the event that an award is made hereunder, The Director of Purchase, Nassau University Medical Center, (hereinafter known as the Director of Purchase) reserves the right to request successful bidders to post, within one week, security for faithful performance with the understanding that the whole or any part thereof may be used by the Nassau Health Care Corporation to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the Nassau Health Care Corporation Attorney.

6. **SAMPLES** Samples, when required, must be submitted strictly in accordance with instructions, otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries.

7. **AWARD** The Director of Purchase reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director of Purchase to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director of Purchase, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not compiled with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director of Purchase may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director of Purchase to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the qualities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.

9. The Director of Purchase reserves the right to reject any and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the Nassau Health Care Corporation will be served.

10. Unless otherwise indicated herein, the Director of Purchase reserves the right to make award by items, by classes, by groups of items or as a whole.

11. **DELIVERIES** Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director of Purchase, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director of Purchase. The Director of Purchase may purchase from other sources to take the place of the item rejected or not delivered. The Director of Purchase reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the Nassau Health Care Corporation for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

12. An order may be cancelled at the Vendor's expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of request shall be sufficient cause for the cancellation of the order.

13. When in the determination of the Director of Purchase, the articles or equipment delivered fail to meet Nassau Health Care Corporation specifications or, if in the determination of the Director of Purchase, the Vendor consistently fails to deliver as ordered, the Director of Purchase, reserves the right to cancel the order and purchase the balance from other sources at the Vendor's expense.

14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery. The decision of the Director of Purchase, as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.

15. The Nassau University Medical Center will not schedule any deliveries for Saturdays, Sundays or Legal Holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.

16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the Agency unless definitely stated otherwise in the bid.

17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good condition.

18. All supplies which are customarily labeled or identified must have securely affixed thereto the original unmutated label or marking of the manufacturer.

19. Billings for deliveries must be submitted in detail to Accounts Payable.

20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.

21. Deliveries are subject to reweighing at destination by the Nassau Health Care Corporation and payment will be made on the basis of net weight of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendor's expense.

22. **GUARANTEES BY BIDDER** Bidder hereby guarantees: (a) To save the Nassau Health Care Corporation, its' agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the Nassau Health Care Corporation in the name of the Nassau Health Care Corporation and under the direction of the Nassau Health Care Corporation Attorney at the sole cost of the Bidder or in the sole option of the Director of Purchase, to pay the cost of such defense to the Nassau Health Care Corporation.

(b) His products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to his own work or to the work of other Vendors, or in the opinion of the Director of Purchase, to pay for the same by deductions in payments due under this contract.

(d) To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the city, village or town in which the installation is to be made, and of the County of Nassau and the State of New York.

(e) To carry proper insurance in the opinion of the Director of Purchase, and approved by the Nassau Health Care Corporation Attorney to protect the Nassau Health Care Corporation from loss in case of accident, fire and theft.

(f) That he will keep himself fully informed of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen's Compensation and Labor Laws, and shall indemnify and save harmless the Nassau Health Care Corporation from loss and liability upon any and all claims on account of any physical injury to persons, including death, or damage to property and from all costs and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents or the Nassau Health Care Corporation or their respective agents.

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

(h) That all deliveries will not be inferior to the accepted bid sample.

23. **LABOR LAWS AND ANTI-DISCRIMINATION** Upon the vendor's acceptance hereof, the vendor agrees to comply with Article IX, Section 2C of the Constitution of the State of New York, Section 220, 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Section 108 and 109 as well as Article 18 of the General Municipal Law, Section 22-4.2 of the Nassau County Administrative Code, the provisions of the Anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered thereunder, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.

24. **ASSIGNMENT** The contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this contract or of his right, title, or interest therein, or his power to execute such contract to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

25. The Nassau Health Care Corporation will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without its' express written instructions or valid Purchase Order.

26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the Nassau Health Care Corporation unless in writing and signed by the Director of Purchase, or his duly designated representative.

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

BIDDER SIGN HERE _____

TITLE _____

NOTICE

RIGHT TO KNOW LAW AND "OSHA"

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

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

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

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

CERTIFICATION:

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

Signature _____

Title _____

Date _____



THE UNCHECKED CLAUSES LISTED BELOW DO NOT APPLY TO THIS BID

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

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

BIDDER SIGN HERE _____ TITLE _____

DEFINITIONS:

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

1.
PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services listed herein will be purchased at once.

2.
SCOPE: The purpose of this bid is to establish a price basis upon which Blanket Orders may be issued for the procurement and/or service(s) by the NHCC, of the merchandise and/or service(s) specified herein. It is the intent of the NHCC to properly describe by the specifications, terms and conditions an adequate method of providing

SECURITY GUARDS

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 from 4/1/2012 through 6/30/2015. The NHCC reserves the right to extend the Blanket Order up to an additional two (2) months beyond the stated termination date.

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

ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES

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

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

4. 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 five (5) years from the issuance of the contract. No upward escalation or changes will be allowed.

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

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

8A. PRICE CHANGES, GOVERNMENT CONTRACTS: Prices shall remain firm for the first year of any Blanket Order issued as a piggyback to a government or group purchasing organization contract. Thereafter, price changes to reflect those in effect for the underlining contract may be requested by the Contractor. The request for price changes should be accompanied by copies of published announcements. However, the decision to grant the request will rest solely with the Director.

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

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

BIDDER SIGN HERE _____ TITLE _____ Printed 01/18/2012, 10:15 AM

memorandum invoices indicating if the bidder desires their return, also specifying the address to which they are to be returned, provided they have not been used or made useless by testing. Award samples may be held for comparison with deliveries. Samples will be returned at bidders' request and expense. For additional requirements involving samples, please see section titled "Samples" after Non Collusion Bidding Certification.

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

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

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

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

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

16.
DELIVERY: Bidders are required to state guaranteed delivery date in terms of days after receipt of order in the space provided below and on page one. Bidders are cautioned to post realistic delivery dates. Guaranteed delivery dates will be strictly enforced. See also Specifications Section for additional requirements, if any.

STATE GUARANTEED DELIVERY DATE: _____ **DAYS A/R/O**

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

BIDDER SIGN HERE _____ TITLE _____

17.

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

18.

BID SECURITY: Each bidder shall submit with their bid offer at the date and time scheduled for the bid opening, a **CERTIFIED CHECK OR BID SECURITY**, payable to the **NASSAU HEALTH CARE CORP.**, for _____ 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 _____ to be entrusted to the NHCC as reflected in the award. Such security shall guarantee the faithful performance of the contract, if required by the Director or his designee, with the understanding that the whole or any part thereof may be used by the NHCC to supply any deficiency that may arise as a result of default of the Contractor.

20.

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

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

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

21.

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

22.

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

23.

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

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

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24.

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

25.

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

STATE PRICE PROTECTION PERIOD: _____ DAYS AFTER BID OPENING

26.

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

27.

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

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

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

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

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

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

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

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

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

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28.

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

29.

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

30.

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

30A.

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

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

30B.

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

30C.

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

30D.

PROFESSIONAL LIABILITY INSURANCE: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy for Professional Liability Insurance with a combined minimum single limit of one million dollars (\$1,000,000.00) for each occurrence, and one million dollars (\$1,000,000.00) for personal injury for each occurrence.

30E.

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

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such claim, demand or cause of action, and Contractor shall pay and satisfy any judgment or decree which may be rendered against NHCC, its agents, officers, or employees in any such suit, action, or legal proceeding.

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

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

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

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

or

B) **Certificate of Insurance with indemnification agreement (hold harmless clause):** _____

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

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

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

31.

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

32.

GENERAL SERVICE/ REPAIR CONDITIONS:

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

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

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applicable to this contract, the Contractor agrees that it will make available upon written request by the Secretary of Health AND Human Services, or the Comptroller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of six (6) years after the furnishing of any of the services described in this contract.

34.
INVOICING FOR PAYMENT: Submit invoices, in full detail listing: Description of product and/or services, quantity, unit prices, purchase or delivery order number, vendor ID number which should be comparable to that listed on purchase order or delivery order, date of delivery, proof of delivery, remit to address, (if different from mailing address) and any further requirements if so listed in the specifications. All invoices shall be submitted in arrears directly to the NUMC or using agency to **ATTENTION: ACCOUNTS PAYABLE.**

34A.
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 \$9,999.99 in any contract period.

36.
DEFAULT: The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the NHCC shall so notify the Contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the NHCC department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the NHCC will arrange for the work to be done by another Contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

37.
CONFIDENTIALITY: The Contractor agrees to safeguard the confidentiality of medical records, and/or information, including but not limited to HIV related information, relating to the care and treatment of NHCC patients, that may be obtained by Contractor in the performance of its duties hereunder, consistent with applicable Joint Commission accreditation policies, and shall maintain the confidentiality of all such records and information, in conformity with the confidentiality requirements of the New York State Public Health Law and the regulations promulgated thereunder, including Section 2782 and 2805-g of the Public Health Law, and 10 NYCRR 415.22, 730.10 and Parts 24 and 63, or as same may be from time to time amended.

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

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

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.

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38.

TERMINATION PREROGATIVE:

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

39.

LABOR LAW:

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

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

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

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

SEE ATTACHMENT TO BID

40.

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

at (516)

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

41.

TITLE TO EQUIPMENT:

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

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42.
GENERAL INSTRUCTIONS:

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

Failure to abide by these instructions may be grounds for disqualification

- ✓ Bidders must insert **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
- ✓ “NHCC reserves the right to utilize a distribution agreement of it’s choosing, however, nothing will obligate NHCC to do so.”

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

- ✓ Entries with **WHITE-OUT, CROSS-OUTS OR LIFT-OFF TAPE MUST BE INITIALED** or that entry will be disqualified.
- ✓ Bidders shall submit one (1) bid document and all applicable original attachments as furnished by the Purchasing Department of NHCC, and retain one (1) copy of bid and all applicable attachments. No changes to any original bid documents will be allowed whether through photocopying, scanning, or electronic duplication of any other method.
- ✓ Signature must be in ink and **must be original**. Absolutely no rubber stamped signatures, 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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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 approved certification will be rejected and the Contractor shall be responsible for all costs associated with their return.
- ✓ Bids are hereby solicited for the services specified herein which are to be performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.
- ✓ Bid document must be signed by proprietor, partner or corporate officer.

State and Local Tax Information

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

Federal Exemption Number: A-109538

State Exemption Number: 113465690

Indemnity Clause

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

43.

QUALIFICATION STATEMENT:

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

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44.

PRE BID SITE VISITS:

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

45.

BIDDERS PRE BID CONFERENCE AND WALK THROUGH:

A one-time only compulsory bidders conference will be held on _____ at Nassau University Medical Center, 2201 Hempstead Turnpike, East Meadow, New York, 11554. A comprehensive walk through will be conducted immediately following the bidders conference with the appropriate facility representatives to acquaint all bidders with the areas to be under construction. All bidders shall be required to be present at the reception area in the Purchasing Department, NUMC. The Purchasing Department is located in the basement of the DCB Bldg, the large 19 story building, on Hempstead Turnpike. A sign in sheet will be provided and will become part of the bid. If any bidder's signature is omitted from the sheet his bid may be disqualified. All bidders are required to attend the conference and complete the entire walk through if they intend to bid on this project.

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

46.

NAMES ONLY AT BID OPENING:

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

47.

CONTRACTORS SPECIFIC CONDITIONS: (All boxes that are checked in this section apply to this bid)

The work to be performed under the contract and in accordance with the contract documents consists of performing, installing, furnishing and supplying of all materials, equipment, labor and incidentals necessary or convenient for the COMPLETE operation at the NHCC facility specified in this contract, and the carrying out of all duties and obligations imposed upon the Contractor by the contract documents.

The general features of the work include but are not limited to the following:

- Perform all removal and demolition as required.
- Patching of all walls, floors ceiling, and roofs as required by the demolition work and the new equipment installation.
- Provide protection for existing conditions and operations during the work.
Install chase enclosure for electrical conduit passing through floor, and removal and replacement of affected ceiling tile and sealing of floor penetrations as required.
- Engineering Drawings: The Contractor shall be responsible for providing shop drawings and wiring diagrams for approval by the NHCC prior to the start of the work.
- Provide Fire Underwriters approval for all electrical work. Final payment will not be made until this document is turned over to the Director of Medical Electronics, NHCC.
- Work not included:
Removal of identified asbestos containing material shall be performed by NHCC before the start of the work. Any

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asbestos encountered during the course of the construction shall be immediately reported to the NHCC Fire Safety Department (516 572-3138). All work shall immediately desist until asbestos containing material is cleaned up by the NHCC.

Project Meetings:

Prior to the start of the work, vendor shall be required to attend a “Project Kick-Off Meeting” at which time the Contractor shall be informed of safety, fire safety and security regulations that will be required by the NHCC.

The Contractor shall provide shop drawings and wiring diagrams indicating all aspects of the work. No work shall begin until all shop drawings and wiring diagrams are approved in writing by the NHCC Administration.

All Contractors’ employees are required to wear hospital ID badges and must sign in and out each day in the area designated by NHCC Administration.

The Contractor shall provide the NHCC Administration with “As-built” drawings representing exactly how the work was installed. The drawings shall include, but are not limited to, all HVAC, plumbing, and electrical work required to install the equipment as specified in this contract.

The Contractor shall supply all labor, materials, services, insurance, permits, and equipment necessary to carry out the work in accordance with all applicable Federal, State and Local Regulations. The most recent edition of any relevant Regulation, Standard, Document or Code shall be in effect. Where conflicts among the requirements or with these specifications exists, the most stringent requirements shall apply.

Any schedule for shipment of equipment as a result of this bid MUST be approved in advance by a representative of the NHCC.

Specify number of days A.R.O. that the installation will be completed _____

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

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

Addition to this bid – Scope Riders and Attachments dated

Addition to this bid – Nassau Health Care Corporation Quality and Construction Plan

Addition to this bid – Nassau Health Care Corporation Project Closeout Procedures

Addition to this bid –Project Safety Plan

Retainage – Based upon applications for payment submitted to the Nassau Health Care Corporation, the owner shall make progress payments to the contractor and take that portion of the contract sum properly allocated to completed work as determined by multiplying the percentage completion of each portion of the work by the share of the total contract sum allocated to that portion of the work in the schedule of values, less retainage of 10%.

FREEDOM OF INFORMATION LAW:

During the evaluation process, the content of each bid/proposal will be held in confidence and details of any bid/proposal will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. Should you feel your firm’s bid/proposal contains any such trade secrets or other confidential or proprietary information, you must submit a request to exempt such information from disclosure. Such request must be in writing, must state the reasons why the information should be excepted from disclosure and must be provided at the time of submission of the subject information. Requests for exemption of the entire contents of a bid/proposal from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of

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your firm. NHCC assumes no responsibility for disclosure of unmarked data for any purpose. Nassau Healthcare Corporation will review such designations in making its determination whether disclosure is required, which determination shall be binding on the bidder.

HIPAA – Business Associate Agreement:

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

AFFIRMATIVE ACTION

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

TIME AND MATERIALS CONTRACTS

It is our intention, by the award of a time and materials bid, to provide the Nassau Health Care Corporation, with services that are foreseeable, and may be required from time to time, but that cannot be predicted as to how much and when.

The actual costs shall be predicated upon the requirements of the project at the time it is needed. When Nassau Healthcare Corporation personnel require work to be done as specified in this bid, a request will be made to the bidder for an estimate. The estimate, when submitted shall include all time and materials needed to complete the project and must adhere strictly to the terms and conditions of this bid.. Upon approval, a Purchase Order will be created and given to the bidder for the work to be done. No work is to be done, nor can anyone authorize work to be done, without a Purchase Order.

Upon completion of the work as outlined in the purchase order, an invoice is to be sent listing the work done. The format of the charges incurred must correspond with the time and material charges of the bid. If material costs in the sealed bid are listed as markup over cost, then proof of cost must be submitted along with the invoice.

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

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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.

RECIPROCITY AND SANCTIONS PROVISIONS

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

OBJECTIONS TO SOLICITATION AND AWARD

Any objections to the terms of this sealed bid, once released in final form, or to the conduct of receipt, evaluation, or award of sealed bid must be presented in writing within ten calendar days of (1) the release of this solicitation, or (2) the date the objector

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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

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BIDDER SIGN HERE _____ TITLE _____

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

STATEMENT OF CONFIDENTIALITY

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

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

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

Agreed to and Accepted by



Nassau Health Care Corporation

QUALIFICATION STATEMENT

BIDDER'S NAME _____

ADDRESS _____

1. STATE WHETHER CORPORATION _____ INDIVIDUAL _____ PARTNERSHIP _____

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

PRESIDENT _____

VICE PRESIDENT _____

SECRETARY _____

TREASURER _____

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

IF SO WHEN? _____

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

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

IF SO, WHERE AND WHY? _____

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

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

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

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

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

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

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

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED

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

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

SITE VISIT REQUIREMENT

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

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

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

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

signature



AS AGENT FOR _____
clearly print company name

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

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

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY

SECTION 139-D OF THE STATE FINANCE LAW

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

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

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

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

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

[4]The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

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

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

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

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

Identifying Data

Potential Contractor _____

Address _____

Street _____

City, Town, etc. _____

Telephone _____ Title _____

If applicable, Responsible Corporate Officer

Name _____ **Title** _____

Signature _____



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

_____	_____
_____	_____
_____	_____

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

President: _____

Secretary: _____

Treasurer: _____

President: _____

Secretary: _____

Treasurer: _____

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

Legal name of person, firm or corporation

Legal name of person, firm or corporation

By _____
Name

Name

Title

Title

Address _____
Street

Address _____
Street

City, State

City, State

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SAMPLES

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

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

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

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

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

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

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Procurement Law Requirements

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

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

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

APPENDIX A

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

Offerer’s Affirmation of Understanding and Agreement

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Instructions:

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

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

By - Print Name _____

Title: _____

Date _____

Contractor Name: _____

Contractor Address: _____

Signature : _____



Offerer Disclosure of Prior Non-Responsibility Determinations**Background:**

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

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

Instructions:

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

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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
9. Infection Control Risk Assessment Procedure.

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

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

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

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

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

Construction Project / Maintenance Activity Type

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

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

Description of Required Infection Control Precautions by Class

During Construction Project

Upon Completion of Project

Class I	<ol style="list-style-type: none"> 1. Execute work by methods to minimize raising dust from the construction operators. 2. Immediately replace a ceiling tile displaced for visual inspection 	
Class II	<ol style="list-style-type: none"> 1. Provide active means to prevent airborne dust from dispersing into atmosphere 2. Water mist work surfaces to control dust while cutting 3. Seal unused doors with duct tape 4. Block off and seal air vents 5. Place dust mat at entrance and exit of work area 6. Remove or isolate HVAC system in areas where work is being preformed. 	<ol style="list-style-type: none"> 1. Wipe work surfaces with disinfectant 2. Contain construction waste before transport in tightly covered containers 3. Wet mops and/or vacuum with HEPA filtered vacuum before leaving work area. 4. Remove isolation of HVAC system in area where work is being performed.
Class III	<ol style="list-style-type: none"> 1. Remove or 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. Contain construction waste before transport in tightly covered containers 5. Cover transport receptacles or carts. Tape covering unless solid lid. 	<ol style="list-style-type: none"> 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. 2. Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction. 3. Vacuum work area with HEPA filtered vacuums 4. Wet mop area with disinfectant 5. Remove isolation of HVAC system in areas where work is being performed.
CLASS IV	<ol style="list-style-type: none"> 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. 	<ol style="list-style-type: none"> 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 preformed.

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

This project requires the following class _____

Evaluated by:

Infection Control Department

_____	_____	_____	_____
Print Name	Signature	Title	Date
Engineering / Maintenance or Planning			

_____	_____	_____	_____
Print Name	Signature	Title	Date

Contractor's Notification Declaration

Contractors Performing Work At Nassau Health Care Corporation Facilities

Please complete the blanks below, sign and date.

(Contracting Company Name) _____

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

Signature _____

Print Name _____

Title _____ **Date** _____



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

TAX LAW § 5-A

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

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

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

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

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ST-220

(1/05)



New York State Department of Taxation and Finance

Contractor Certification

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

For more information, see Publication 222, *Question and Answers Concerning Tax Law Section 5-a.*

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

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

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

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

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

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

Part II. Contractor registration status

- The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made, and is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law.
- As of the date of this certification, the contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

Part III. Affiliate registration status

- As of the date of this certification, the contractor does not have any affiliates.
- To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made, and each affiliate exceeding the \$300,000 sales threshold during such periods is

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registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed on Schedule A of this certification the name, address, and identification number of each affiliate exceeding the \$300,000 sales threshold during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

- To the best of the contractor's knowledge, the contractor has one or more affiliates and, as of the date of this certification, each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

Part IV. Subcontractor registration status

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

Part V. Subcontractor affiliate registration status

- The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it does not have any affiliates
- The contractor has one or more subcontractors, and each subcontractor has informed the contractor of whether or not, as of the date of this certification it has any affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August and November which immediately precede the quarterly period in which this certification is made. Each subcontractor informing the contractor that it has one or more affiliates having made sales in excess of the \$300,000 threshold during such periods has further informed the contractor that each such affiliate is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed on Schedule A of this certification the name, address and identification number of each affiliate exceeding the \$300,000 sales threshold during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.
- The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it has no affiliate having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

Sworn to this _____ day of _____, 20 _____



(signature)

(title)

Instructions

General information

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

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

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

Definition of terms associated with section 5-a

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

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

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

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

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

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

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

Tangible personal property means physical personal property, of any nature, that has a material existence and is perceptible to the human senses. Tangible personal property includes, without limitation: (1) raw materials, such as wood, metal, rubber and minerals; (2) manufactured items, such as gasoline, oil, diesel motor fuel and kero-jet fuel, chemicals, jewelry, furniture, machinery and equipment, parts, tools, supplies, computers, clothing, motor vehicles, boats, yachts, appliances, lighting fixtures, building materials; (3) pre-written off-the-shelf software; (4) artistic items such as sketches, paintings, photographs, moving picture films and recordings; (5) animals, trees, shrubs, plants and seeds; (6) bottled water, soda and beer; (7) candy and confections; (8) cigarettes and tobacco products; (9) cosmetics and toiletries; (10) coins and other numismatic items, when purchased for purposes other than for use as a medium of exchange; (11) postage stamps, when purchased for purposes other than mailing; and (12) precious metals in the form of bullion, ingots, wafers and other forms.

Completing Form ST-220 Identification information

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

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

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

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

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

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

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

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

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

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

Parts II through V

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

Schedule A

Column A - Relationship to the contractor

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

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

Column B - Name

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

Column C - Address

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

Column D - ID number

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

Column E - Sales tax ID number

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

Column F - Proof of registration

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

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

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

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

VENDOR INFORMATION FORM

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

BUSINESS NAME: _____

BUSINESS Address: _____

Contact Person: _____

Telephone Number: _____

FAX Number: _____

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

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REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

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

VENDOR / PAYEE ID [] [] [] [] [] [] [] [] [] VENDOR CLASS [TEM]

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: Corp. Yes [] No []
3. Is medical or legal service ever provided by vendor Yes [] No []
4. Is vendor/payee an employee of Nassau Health Care Yes [] No []

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

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

PLEASE SIGN HERE _____

DATE _____ TITLE _____



Internale use Only: Form submitted by: _____ (Name) _____ (NUMC Dept.)
Nassau Health Care Corp. 2201 Hempstead Turnpike East Meadow, NY 11554 Form 700-W9

SECURITY GUARDS

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/htms/procurement.htm>. In addition, bidder shall comply with the NHCC's policies and procedures.

SPECIFICATIONS

Contractor shall furnish unarmed, uniformed, security officers to perform proactive and reactive protection services against, but not limited to: theft, fire; water damage, vandalism, assault, harassment and other criminal activity. Officers will be required to perform a variety of duties such as, but not limited to, crowd control, traffic control, document delivery, and other duties being performed by NHCC security personnel or deemed necessary by the Administration with the exception of issuing parking or appearance tickets.

Any contingency security officer must be hired in accordance with the New York State Security Guard Act of 1992. All Contractor security officers must wear their temporary or permanent ID cards with their New York State Guard Act ID number at all times. Any officer without a proper ID will not be permitted to work and the Contractor will be required to replace the officer at no expense to the NHCC.

Any contingency worker/contract personnel assigned to Psychiatry or a psychiatric unit (in accordance with OMH standards) with potential for regular and substantial contact with children (under age 18) must complete a DSS-3370 Clearance Form (State Central Register Database Check). Any non-employee who has an indicated report by the State Central Register of child abuse or maltreatment will not be considered at the NNHCC or any of its entities.

Contractor must perform a background check for each tentative employee, prior to commencement of employment. This background check must include, but not be limited to, Employment verification, Education verification, Credit History, Workers Compensation report, Civil Court History, and Social Security Number verification.

In addition, a 62-county Criminal History Search must be done through the Unified Court System of the State of New York. This search is to be done through the Office of the Court Administration, 25 Beaver Street, New York, NY 10004 (Tel # 212 428 2850) and must be done in accordance with the instructions provided by that office.

All Contractor employees assigned to a Using Agency will be subject to the requirements of the NHCC's Human Resources Policy and Procedures. **IN ANY EVENT, CONTRACTOR SHALL BE RESPONSIBLE**

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FOR VERIFYING THAT, ASSIGNED EMPLOYEES ARE IN FULL COMPLIANCE WITH NEW YORK STATE SECURITY GUARD ACT OF 1992.

Each prospective temporary employee must provide ONE OF:

- U.S. Passport
- Certificate of U.S. Citizenship
- Certificate of Naturalization
- Unexpired Foreign Passport with attached Employment Authorization
- Alien Registration Card with Photograph

OR

- Driver's License (State) with Photo, or U.S. Military Card
- AND: Social Security Card, U.S. Birth Certificate, or Unexpired INS Employment Authorization

All officers must have completed twelve (12) years of formal schooling or GED and be capable of reading, writing and speaking fluent English. Officers shall be courteous, disciplined and professional in their behavior, knowledge and skilled in security techniques; and competent in public relations.

All officers will be required to fill out and maintain any and all forms required by the NHCC. Any officer incapable of properly filling out NHCC reports or forms without assistance will not accepted by NHCC Administration.

All officers shall wear identical para-military style uniforms approved by the NHCC Administration. Uniforms shall consist of, but is not limited to, cap, shirt, tie, trousers, plain black shoes (only NHCC approved plain black uniform sneakers are permitted), outer coat, raincoat, boots, and equipment belt. While on post, the outer most garments worn by the officer must be Contractor's uniform issue. Officer must have, at all times while on duty, a working watch and a working blue or black ball point pen (pencil, other color ink or felt tip pens are not acceptable). If there are items missing or if the missing items prevents the officer from performing his duties properly, the Contractor must replace the officer or supply the required items within one (1) hour. All uniform, equipment costs and expenses shall be borne by Contractor.

Security Officers must wear the designated uniform at all times (including I.D. badge). Males must be clean shaven.

Officers must remain on post until properly relieved. If officer must leave for any reason, Contractor shall supply another officer during this absence so that post is covered at all times. Officer may not leave post to obtain food or other items and will not entitled to a meal period unless agreed upon by NHCC. NHCC may require hourly call-ins by officers. Failure to call in will result in the deduction of one hour for each missed call.

If, in the opinion of the NHCC, any officer is deemed unsatisfactory, the Contractor shall remove such officer and replace that officer with an officer deemed satisfactory by the NHCC. Once an officer has been deemed unsatisfactory, that officer may not be reassigned to the NHCC again without the express permission of the NHCC.

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Contractor is solely responsible for controlling and replacing any of their officers who call in to report absence, lateness or who fail to appear for an assigned post.

The NHCC may, at its discretion, assign NHCC radios to Contractor's officers to maintain communications between those officers and NHCC personnel. The Contractor will be responsible for the proper use and safety of the NHCC radio and the Contractor will replace all lost or stolen radios with the same make and model radio or equal at no cost to the NHCC.

Officers may be required to dispense minimal funds to residents for one hour each shift.

NHCC shall have the right under the terms and conditions of this agreement to add or decrease personnel and/or locations as required on two (2) hours notice to the Contractor. NHCC shall also have the right to relocate, add or subtract posts. Contractor must have the capability to supply additional security officers, as needed.

Contractor shall be paid only for hours actually worked as certified by NHCC and the Contractor's time sheets. Contractor will be paid for two hours for each officer who reports to work upon the request of the NHCC, and is advised upon arrival the service is not needed. There will be no charge if two (2) hour notice is given to cancel the assignment.

The hourly rates bid for security services shall apply and there shall be no additional charges to for overtime, nights, weekends or holiday coverage, fringe benefits, vacations, administration or other costs.

ALL TERMS AND CONDITIONS OF THE NYS LABOR LAW, ARTICLE 9 SHALL APPLY. IF THERE ARE ANY CONFLICTS IN THESE TERMS AND CONDITIONS TO THOSE OF THE NYS LABOR LAW, ARTICLE 9, THEN THE NYS LABOR LAW ARTICLE 9 SHALL PREVAIL.

All Security Officers are required to have complete physical exams before being assigned to AHPECF or any NHCC facility. A copy is to be given to the facility, Employees Health Clinic.

Security Officers assigned to AHPECF or any NHCC facility without all requirements will not be permitted to work in the facility.

No Security Officer will be expected to drive grounds patrol car. However, based on the needs of the facility, duties include, but are not limited to access control, foot patrol, fixed posts, incident reporting, traffic control, telephone answering duties, regulated resident fund distribution and portable radio use.

The Contractor's Security Officers may be requested to punch in and out as NHCC deems necessary for validation and or verification of hours worked. The punch in and out method shall be left up to the Facility and Administration.

All candidates **must** be seen by Administration for approval before they are to work at AHPECF or any NHCC facility.

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

BIDDER SIGN HERE _____ TITLE _____

Orientation will be paid by NHCC for each title contracted at the rates bid. Orientation will take place prior to temporary personnel commencing his/her assignment, and vendor will be advised as to the date, time and place their personnel are to be at the orientation.

All vacancies must be filled. If NHCC is forced to fill a position due to a vacancy, the Contractor will absorb the difference over what NHCC must pay, if any, for filling that position

IT SHALL BE REQUIRED THAT THE AWARDED BIDDER SIGN A BUSINESS ASSOCIATES AGREEMENT (BAA) WITH THE NHCC, PRIOR TO THE EXECUTION OF ANY CONTRACT.

FOR BIDDERS INFORMATION:

LOCATION: AHPECF
875 JERUSALEM AVE
UNIONDALE, NY 11553

Or any other facility within the NHCC

APPROXIMATE SHIFT HOURS & # OF GUARDS REQUIRED BY AHPECF:

(Note: Shift hours and number of guards shall be at the sole discretion of the facility)

8:00am to 4:00pm 3 Guards
4:00pm to 12:00 midnight 3 Guards
12:00 midnight to 8:00am 3 Guards
7 Days per Week

COST SUMMARY SECURITY GUARD

1. FROM START DATE OF CONTRACT TO JUNE 30, 2012

\$ _____ **CONTRACT HOURLY RATE PER PERSON**

PREVAILING WAGE RATE WILL BE DETERMINED ANNUALLY ON JULY 1ST.

THE PREVAILING WAGE RATE SHALL BE IN EFFECT THROUGH JUNE 30TH OF THE FOLLOWING YEAR. EMPLOYERS SHALL PAY THE NEWLY DETERMINED PREVAILING WAGE RATE EACH YEAR STARTING JULY 1ST.

FROM JULY 1, 2012 TO JUNE 30, 2013 THE ORIGINAL BID PRICE MAY BE INCREASED OR DECREASED. THE VENDOR MAY APPLY TO THE PURCHASING DEPT FOR AN INCREASE, IN WRITING, IMMEDIATELY UPON PUBLICATION OF THE NEW PREVAILING WAGE.

THE INCREASE OR DECREASE SHALL BE EQUAL TO THE DIFFERENCE IN THE DOLLAR AMOUNT BETWEEN THE PREVAILING WAGE FROM THE PREVIOUS YEAR TO THE CURRENT YEAR. THIS DIFFERENCE SHALL BE APPLIED TO THE **CURRENT CONTRACT HOURLY RATE PER PERSON**. THIS SAME PROCEDURE SHALL BE PERMITTED FOR JULY 1, 2013 TO JUNE 30, 2014 AND JULY 1, 2014 TO JUNE 30, 2015

******* End Of Specifications *******

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

BIDDER SIGN HERE _____ TITLE _____

General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the craft, trade, or occupation of the service employee. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500.00).

Building service employee includes, but is not limited, to, watchman, guard, doorman, building cleaner, porter, handyman, janitor, gardener, groundskeeper, stationary fireman, elevator operator and starter, window cleaner, and occupations relating to the collection of garbage or refuse, and to the transportation of office furniture and equipment, and to the transportation and delivery of fossil fuel but does not include clerical, sales, professional, technician and related occupations.

Building service employee also does not include any employee to whom the provisions of Article 8 are applicable.

Responsibilities of the Public Agency

A Public Agency means the state, any of its political subdivisions, a public benefit corporation, a public authority or commission or special purpose district board appointed pursuant to law, and a board of education.

The Public Agency responsible for preparing the specifications for a building service contract must file a statement identifying the types of employees and work to be performed with the New York State Commissioner of Labor, or other fiscal officer¹. A separate filing is required for every building service contract. Only one filing is required for each contract, regardless of the duration of the contract. To file with the Commissioner of Labor, the Public Agency MUST submit a Request for Wage and Supplement Information" form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

In response to each filing, the Bureau of Public Work will assign a Prevailing Rate Case (PRC) number to each building service contract, and will issue a Prevailing Wage Schedule setting forth the wage rates required to be paid for work performed and the expiration date of those rates. If work on the contract continues beyond the expiration date set forth in the Wage Schedule, new rates and expiration dates will be made available online as part of the original PRC Prevailing Wage Schedule determination automatically, without further filings or requests from the Public Agency.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.

The Public Agency must include in the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Upon the awarding of the contract, the law requires that the Public Agency furnish the following information to the Bureau of Public Work: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Bureau's "Notice of Contract Award" form (PW 16.9) is provided with the original Prevailing Rate Schedule. The Public Agency is required to notify the Bureau of the completion or cancellation of any public work building service contract. The Bureau's PW 200.9 form is provided for this purpose.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rate. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times his prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule provided with the awarded contract. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage or in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

If a prime contractor on a public work contract has not been provided with a Prevailing Rate Schedule, the contractor must notify the Public Agency who in turn must request an original Prevailing Rate Schedule from the Bureau of Public Work.

¹ The New York State Commissioner of Labor is the fiscal officer on all building service contracts except for those performed by or on behalf of a city, in which case the fiscal officer is the comptroller or other analogous officer of the city.

Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us.

Upon receiving the original schedule, the Public Agency is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Social Security number; the craft, trade or occupation in which the worker was employed; Hourly wage rate(s) paid; Supplements paid or provided; and Daily and weekly number of hours worked in each craft, trade or occupation.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. The records required to be maintained shall be kept on the site of the work during all of the time that work under the contract is being performed.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 9, Section 237 of the Labor Law. The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Law, Article 9, Section 237).

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work contract failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 235.2 of the Labor Law to so notify the financial officer of the Public Agency that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Public Agency shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work contract.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 9, Section 231-7a, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency or office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 9 of the Labor Law) constitute a misdemeanor punishable by fine or imprisonment, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 9, Section 239-1).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 9, Section 239-2).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 9, Section 239-3).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 9, Section 239-4).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.



New York State Department of Labor
Bureau of Public Work
SOBC – Bldg. 12 – Rm. 130
Albany, NY 12240
www.labor.ny.gov

IMPORTANT NOTICE

Regarding Article 9 Building Service Contract Schedules

Contracts with PRC#s assigned on or after 8/1/2010:

- Building Service rates (Article 9) will be determined annually on July 1. They are in effect through June 30 of the following year. Employers must pay the newly determined rates each year.
- Any corrections or updates to the annual determination will be posted to the [DOL website](#) on the first day of each month. Employers are responsible for checking for updates each month and paying these updated rates retroactive to July 1st.
- The DOL web site has a [page](#) where employers can enter their specific PRC number to find the correct wage rates for their contracts.

Contracts with PRC#s assigned PRIOR to 8/1/2010:

- The rates in contracts with PRC#s assigned prior to 8/1/2010 will remain effective and extensions to these contracts WILL NOT require a new schedule.

This is a change to our prior notice.

Article 9 wage schedule information is now available [online](#).

Introduction to the Prevailing Rate Schedule

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the craft, trade, or occupation of the service employee. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500).

Requesting a Wage Schedule

For every building service contract, the public agency must file a statement identifying the types of employees and work to be performed by submitting a Request for Wage and Supplement Information form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail. The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.

The Public Agency must include the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rates. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times the prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion.

At a minimum, payrolls must show the following information for each person employed on a public work project: name; social security number; the craft, trade or occupation in which the worker was employed; hourly wage rate(s) paid; supplements paid or provided; and daily and weekly number or hours worked in each craft, trade or occupation.

NOTE: For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-352-6088	212-352-6580

Bureau of Public Work - Patchogue	631-687-4883	631-687-4904
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Nassau County Article 9

Guards, Watchmen

12/01/2011

JOB DESCRIPTION Guards, Watchmen

DISTRICT 1

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per hour: 07/01/11

\$15.70

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage with on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

Per hour worked: \$1.75

OVERTIME PAY

See (B, B2) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

1-NYS/R&S

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

- (A) Time and one half of the hourly rate after 7 hours per day
- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday Double the hourly rate all additional Saturday hours
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays, if worked
- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays, if worked

- (U) Four times the hourly rate for Holidays, if worked
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.

NOTE: BENEFITS are PER HOUR WORKED, for each hour worked, unless otherwise noted

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements

NOTE: The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = NYS Dept. of Labor; NYC = New York City Comptroller's Office; AG = NYS Attorney General's Office; DA = County District Attorney's Office.

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

<https://dbr.labor.state.ny.us/EDList/searchPage.do>

Article 9

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****8954	AMERICAN INDUSTRIAL CLEANING CO INC		10 CHELSEA PLACE GREAT NECK NY 11021	02/17/2011	02/17/2016
DOL	DOL		EMMANUEL ODIGIE		837 OUTLOOK AVENUE WEST BABYLON NY 11704	09/10/2010	09/10/2015
DOL	NYC	*****8356	JETSTREAM MAINTENANCE CORP		7156 ROCKAWAY BLVD WOODHAVEN NY 11421	04/28/2011	04/28/2016
DOL	DOL		MYRON STEMPA		10 CHELSEA PLACE GREAT NECK NY 11021	02/17/2011	02/17/2016
DOL	DOL	*****0817	NORTH EAST SECURITY GUARD SERVICE INC		837 OUTLOOK AVENUE WEST BABYLON NY 11704	09/10/2010	09/20/2015
DOL	NYC		SAE KEON WON		7156 ROCKAWAY BLVD WOODHAVEN NY 11421	04/28/2011	04/28/2016
DOL	NYC	*****8212	VELOX CLEANING CORP		32 ESSEX LANE WILLINGBORO NJ 08046	07/09/2010	07/09/2015