



**Westchester  
Medical Center**

Westchester Medical Center Health Network

# INVITATION FOR BIDS

CONTRACT NO. WMC-07219

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FOR:  
FIRE DAMPER INSPECTION TESTING AND  
MAINTENANCE

FOR WMC HEALTH NETWORK

- **WMC Valhalla campus**
- **WMC MHRH campus**

**Health Alliance Hospital, Mary's Avenue Campus, Broadway Campus,  
Margaretville Memorial Hospital, Mountainside Residential Care Center**

BID OPENING: **DECEMBER 8, 2023**

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NOTICE TO CONTRACTORS

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Westchester County Health Care Corporation

**INVITATION FOR BIDS  
FOR CONTRACT NO. WMC-07219  
FOR FIRE DAMPER INSPECTION AND REPAIR  
LOCATED  
AT WESTCHESTER MEDICAL CENTER HEALTH NETWORK SITES**

**SEALED BIDS**, will be received and accepted by the WMC Health Network (the “Corporation”), Facilities Department, Macy Pavilion, Room E004, Valhalla N.Y. 10595 until **2:00 p.m., December 8 2023** and immediately thereafter, the Bids will be publicly opened and read aloud in the Department Conference Room. For additional bidding questions or information, call Mike Praskievicz at (914) 497-7451 (email: [michael.praskievicz@wmchealth.org](mailto:michael.praskievicz@wmchealth.org)). Bidders, Subcontractors and other interested parties may obtain complete sets of the Bidding Documents from the website: <https://www.westchestermedicalcenter.org/procurement-opportunities> Please email contact above for inclusion in plan holder list so that you may be notified of addenda and clarifications if necessary.

Bidders’ inspection of the Corporation’s campuses will be by appointment by the Facilities Management Office at Macy Pavilion, Room E004, Valhalla, New York 10595.

The Corporation reserves the right to waive any informality in the bids, or to reject any and all bids. No Bidder may withdraw their bid within 45 days after the date of the bid opening.

It is the Corporation’s policy to encourage and support significant, meaningful participation by business enterprises owned and controlled by people of color and/or women (MBE/WBE) in contracts and projects funded by the Corporation.

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**SECTION I: INSTRUCTIONS FOR RESPONDING TO THIS BID SPECIFICATION**

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1. Prospective bidders should read this entire document. The Bidder must complete all sections of this bid and sign where indicated. Submission of this Bid represents acceptance of all terms, conditions and prices contained herein.
2. All Bidders must quote prices for the materials or service being requested in the places and formats indicated.
3. COMPLETED BIDS SHOULD BE HAND DELIVERED OR SENT TO THE ADDRESS IDENTIFIED BELOW AND MUST CLEARLY INDICATE THE CONTRACT NUMBER AND DUE DATE SET FORTH ON THIS BID SPECIFICATION ON THE OUTSIDE OF THE ENVELOPE.
4. All completed bids must be received and accepted by the Facilities Department prior to **2:00 p.m.** on the prescribed Bid date. The Corporation is not responsible for any internal or external delivery delays that may cause the subject bid to arrive beyond 2:00 p.m. on the prescribed date, in the prescribed location. **No late or verbal bids shall be accepted.**
5. Failure to properly fill out the sections of this document may and can lead to rejection of your company's Bid.
6. Questions regarding the technical specifications of this Bid should be referred to **the Facilities Management Department at (914) 493-7912.**

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**SECTION II: GENERAL CLAUSES**

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**A. TERM & TERMINATION OF SUBSEQUENT AGREEMENT**

1. The Agreement will be executed by the Contractor, and by constituent entities of the WMCHHealth Network, anticipated to be Westchester County Health Care Corporation d/b/a Westchester Medical Center ("WMC") and HealthAlliance, Inc. ("HAHV")(each an "Entity") HAHV. Each Entity listed will enter into the Agreement solely on its own behalf. All references herein to Entity, as applicable, are deemed to refer to each of the Entities in its individual capacity only. For purposes of determining the rights and obligations of each Party hereunder, Contractor and each Entity shall be considered to have entered into an agreement that is separate and apart from any agreement between Contractor and any other Entity. All representations, warranties, covenants, liabilities and obligations of Entities under this Agreement are several, and not joint, to each Entity and no Entity will be liable for any breach, default, liability or other obligation of the other Entities who are a party to the Agreement. For the avoidance of doubt, Contractor hereby acknowledges and agrees that it shall neither hold nor attempt to hold any Entity liable for the acts, omissions, or breaches of any other Entity. The Entities may choose to enter into a single contract or separate contracts. Further, and subject to this paragraph, references herein to the rights of Corporation under the Specifications and the Agreement shall be read to include both WMC and HAHV.
2. The term of the agreement awarded from this Bid Specification shall be for an initial term of one (1) year and shall commence on **January 1 2024** and terminate on **December 31 2024**. The successful Bidder (the "Contractor" or "Vendor") will be required to execute an agreement (the "Agreement") in substantially the form as herein described. Additionally, each of the Corporation and HAHV, at its sole option, shall have the option to extend this Agreement for four (4) additional one (1) year periods at the same prices (subject to annual adjustment as described below), terms and conditions by notifying the successful Bidder a minimum of thirty (30) days prior to the expiration of the applicable term.
3. The Agreement may be terminated in whole or in part by the Corporation or HAHV upon thirty (30) days' notice, if the Corporation or HAHV, in its sole discretion, deems such termination to be in its best interest. In such event, the Contractor shall be compensated and the Corporation or HAHV, respectively, shall be liable only

for payment for services already rendered under this Agreement prior to the effective date of termination. Notice hereunder shall be effective on the date of receipt, which is presumed to be five (5) calendar days after mailing.

4. The Agreement may be terminated by the Corporation or by HAHV in the event that the Contractor breaches any of the terms of the Agreement and such breach remains uncured for ten (10) days' after service of written notice to the Contractor. Notice hereunder shall be effective on the date of receipt, which is presumed to be five (5) calendar days after mailing.
5. This bid and subsequent Agreement shall override any previous agreements for these services, except as otherwise provided herein.

**B. RATES, QUOTES, PRICES & PAYMENT**

1. The prices and quoted on the Bid Form, if accepted, shall be considered guaranteed and not adjustable rates for the term of the Agreement, regardless of the level of services actually used or purchased. No exclusive rights shall be granted, nor are any guarantees, promises or representations of any minimum amount of services given nor are any to be inferred from this bid, if accepted. The Contractor hereby waives any claims to lost or anticipated profits based on the Corporation's or HAHV's failure to use any of the services up to the full amount estimated in the Bid Form. Further, the Contractor hereby disavows and waives any claims, including without limitation, claims for direct, indirect, consequential, or special damage or lost or anticipated profits based on the Corporation's or HAHV's failure to utilize the Contractor's services.
2. The Bid Prices may be increased annually by the percentage, if any, that the cost of living index in the month of January of the current contract year has increased over the cost of living index in the month of January of the preceding contract year. In no event, however, shall the increase in the amount payable by the Corporation or HAHV for the services rendered under the Agreement exceed three percent (3%) per year. In the event the Consumer Price Index decreases during any term of this Agreement, the amount payable by the Corporation or HAHV shall decrease accordingly, but in no event shall the amount payable decrease below the amount payable during the first year of the Agreement). For the purposes of this paragraph 11, the Consumer Price Index shall mean the Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor, New York, New York - Northern New Jersey – Long Island Area, all items (1982 – 1984 = 100).
3. The Corporation and HAHV will NOT pay any boxing; crating, handling or insurance charges other than those identified in this Bid. Any freight to be paid by the Corporation must be included in this Bid and will be paid only to the Contractor. No third party freight bill shall be paid or accepted by the Corporation.
4. The Corporation and HAHV are NOT subject to any federal, state or local taxes. Do **NOT** include any of these taxes when bidding or invoicing. Exemption Certificates will be furnished upon written request to the Corporation's or HAHV's Contracts Department.
5. The Specifications described in Section III may be changed, modified, increased or decreased based upon the needs of the Corporation. Changes in the cost of the work or services due to such changes, modifications, increase or decrease shall be determined in the following order: (a) reference to the prices, if any, set forth in the Contractor's bid; (b) mutually agreed upon unit or lump sum prices; or (c) the Contractor's actual cost of material minus any discounts and labor wage required for the work or services, as determined by an authorized representative of the Corporation plus twenty percent (20%) compensation for all items of profit and other expenses.
6. Invoices for the services rendered under the Agreement shall be provided monthly in arrears to an authorized Corporation representative. No other interpretation will be accepted. Any and all requests for payment to be made under the Agreement, including any request for partial payment made in proportion to the work completed, shall be paid only after approval by an authorized representative of the Corporation. All invoices submitted

during each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall final payment be made prior to the completion of all services and the approval of same by an authorized representative of the Corporation. Invoices are to be itemized with a detailed breakdown of any and all charges and must reference the WMC contract number. Corporation shall pay all properly submitted and undisputed invoices within ninety (90) days from receipt of Contractor's invoice. Any references in the Agreement or in any other document to interest charges, late fees, restocking fees, cancellation charges or similar payments are hereby expressly excluded from the Agreement. Such amounts paid to the Contractor shall be full compensation for the services and related expenses. No payments will be made to the Contractor for out-of-pocket expenses; further, any reimbursement of such expenses will be honored only in accordance with and subject to the Corporation's Travel and Expense Policy for Contractors, copies of which are available upon request. The Corporation shall have the right to audit such books and records of the Contractor reasonably pertinent to the subsequent Agreement at any time during the term hereof or within eighteen months following termination of such Agreement.

#### **C. INDEMNIFICATION**

1. The Contractor agrees that, except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the Corporation or HAHV, the Contractor shall defend, indemnify and hold harmless the Corporation, HAHV, and their officers, employees and agents from and against any and all liability, damages, claims, demands, costs, judgments, fees, reasonable attorneys' fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor or third parties under the direction or control of the Contractor.
2. The liability of the Parties to each other for damages in connection with the Agreement, regardless of the form of action, shall not exceed the actual damages incurred by the Party seeking redress. Neither Party shall be liable to the other for any special, consequential, punitive, or exemplary damages arising from the Agreement, including but not limited to damages for loss of future business (lost profits). This provision shall not apply to claims raised by third parties against either Party or to claims in which either Party joins the other as a third party defendant

#### **D. INSURANCE REQUIREMENTS**

1. (a) Prior to commencing work, the Contractor shall obtain at its sole cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the Corporation which insurance shall name all appropriate additional insureds as directed by the Corporation. The policies or certificates for such insurance shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the General Counsel of the Corporation by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Contractor and identify the Agreement. If at any time any of the policies required herein shall be or become unsatisfactory to the Corporation, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Corporation, the Contractor shall, upon notice to that effect from the Corporation, promptly obtain a new policy and submit the policy or a certificate to the Office of General Counsel of the Corporation for approval. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the Corporation, may be declared suspended, discontinued or terminated. Failure of the Contractor to take out or maintain such insurance shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification. All property losses shall be made payable to and adjusted with the Corporation.

(b) The Contractor shall provide proof of the following coverage:

- i. **Workers' Compensation.** Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations

in Westchester County, New York.” With respect to operations provided on behalf of HAHV, Location of operation shall be “All locations in Ulster County, New York and Delaware County, New York.” (Where an applicant claims to not be required to carry either a Workers’ Compensation Policy or Disability Benefits’ Policy, or both, a temporary permit may be issued if the employer completes form C-105.2 in duplicate. A copy of form C-105.2 is sent to the Worker’s Compensation Board, Information Unit for investigation and report.) If the employer is self-insured for Worker’s Compensation, he should present a certificate from the New York State Worker’s Compensation Board evidencing that fact.

- ii. **Employer’s Liability** with minimum limit of \$1,000,000.
- iii. **General Liability** Insurance with a minimum limit of liability per occurrence of \$2,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$2,000,000 (c.s.l.), naming the Corporation and HAHV as an additional insured. This insurance shall indicate on the certificate of insurance the following coverages:
  - 1. Premises - Operations.
  - 2. Broad Form Contractual.
  - 3. Independent Contractor and Sub-Contractor.
  - 4. Products and Completed Operations.

All contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

- iv. **Automobile Liability** Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of 1,000,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage following coverage’s:
  - 1. Owned automobiles.
  - 2. Hired automobiles.
  - 3. Non-owned automobiles.

v. **Cyber Liability:** Privacy and Information Security coverage with limits of at least \$5 million each claim and in the aggregate. This is to include coverage for intentional or unintentional disclosure of private personal or corporate information. Coverage must also extend to liability for transmittal of a virus or malicious code and denial of access/denial of service. Liability must include the cost of regulatory action, defense and fines/penalties where permitted by law, privacy breach notification, credit monitoring, and public relations expenses.

vi. **Excess Liability/Umbrella Insurance** with a minimum limit of liability per occurrence of \$5,000,000 over and above the underlying primary coverage limits stated in Subsections i, iii, iv, and v above with respect to bodily injury or death to any number of persons in any one accident or occurrence. The policy shall be endorsed to name the Corporation and HAHV as additional insured, on a non-contributory basis.

(c) All policies and certificates of insurance of the Contractor shall contain the following clauses:

- i. Insurers shall have no right to recovery or subrogation against the Corporation or HAHV (including its directors, officers, employees, and subsidiaries), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

- ii. The clause “other insurance provisions” in a policy in which the Corporation or HAHV is named as an insured shall not apply to the Corporation.
- iii. The insurance companies issuing the policy or policies shall have no recourse against the Corporation or HAHV for payment of any premiums or for assessments under any form of policy.
- iv. Any and all deductibles in the above described insurance policies shall be assumed by, be for the account of, and at the sole risk of, the Contractor.

**E. LAWS AND REGULATIONS**

1. The Contractor expressly agrees that:

- (a) The Contractor shall comply, at its sole cost and expense, with the provisions of all applicable federal, state or local laws, ordinances, regulations or rules and any amendments or additions thereto, including without limitation, the New York State Labor law and Worker’s Compensation Law, maintaining the confidentiality of patient records and information, including the prohibition on disclosure of confidential HIV related information and shall procure and maintain in full force and effect all required permits, licenses and approvals from all applicable governmental authorities. Without limiting the generality of the foregoing, in accordance with the requirements of the Deficit Reduction Act of 2005, Contractor agrees to adhere to the Corporation’s Code of Conduct, and all relevant compliance policies, including without limitation, policies requiring the education of employees regarding the requirements of the Federal False Claims Act and New York State False Claims Act and obligating them to report actual or suspected violations to Corporation’s management, Compliance Officer or the anonymous Compliance hotline. Further, the Contractor agrees that all work, apparatus, equipment, tools, supplies, chemicals, training, and methods used in the performances of the services under this Agreement shall conform to all laws, regulations, standards, and requirements, including, but not limited to, Occupational Safety and Health Administration, United States Environmental Protection Agency, Center for Disease Control, Joint Commission on Accreditation of Healthcare Organizations, New York State Department of Environmental Conservation, New York State Environmental Conservation, New York State Department of Health, Corporation Administrative Policy, Corporation Infection Control Policy, applicable sanitary codes, Westchester County Department of Health; American Disabilities Act;
- (b) FOR ANY WORK OR SERVICES SUBJECT TO THE REQUIREMENTS OF ARTICLES 9 OF THE NEW YORK STATE LABOR LAW, BUILDING SERVICE EMPLOYEES IN THE EMPLOY OF THE CONTRACTOR, SUBCONTRACTOR OR OTHER PERSON DOING OR CONTRACTING TO DO THE WHOLE OR A PART OF THE AGREEMENT SHALL BE PAID THE PREVAILING WAGE RATES AND PROVIDED SUPPLEMENTS (INCLUDING, BUT NOT LIMITED TO, HEALTH, WELFARE, NON OCCUPATIONAL DISABILITY, RETIREMENT VACATION BENEFITS, HOLIDAY PAY, LIFE INSURANCE AND APPRENTICESHIP TRAINING) AS REQUIRED BY THE NEW YORK STATE LABOR LAW.
- (c) Pursuant to the provisions of subparagraph (I) of Section (V)(1) if the Social Security Act as amended by Section 952 of the Omnibus Reconciliation Act of 1980, or regulations adopted pursuant thereto, the Contractor shall, until the expiration of four (4) years after furnishing services under this Agreement, make available upon the request of the Secretary of Health and Human Services or the Comptroller General or its representative, this Agreement, invoices for services rendered, and supporting documents and records as may be necessary to verify the nature and costs of this Agreement;
- (d) If the Contractor carries out any of the duties hereunder through a subcontract having a value or cost of \$10,000.00 or more over a twelve month period, such subcontract shall contain a clause to the effect that, until expiration of four (4) years after furnishing of such services pursuant to such subcontract, the

subcontractor shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States or any of their duly authorized representatives, copies of the subcontract necessary to verify the nature and extent of the cost of such subcontract.

2. The Contractor shall instruct and provide its employees with written procedures for safety and protection concerning the nature of toxic substances, which they may encounter in the course of providing services under the agreement, in accordance with OSHA and Article 28 of the New York State Labor Law.
3. Background Check. Contractor further agrees that all individuals employed or otherwise engaged by Contractor and assigned to provide Services on Corporation's or HAHV's premises hereunder ("Contractor Representatives") will be subject to a background check substantially similar to the inquiries made by the Corporation or HAHV with respect to its own employees and that the Corporation and HAHV each have the right to deny any Contractor Representative access to its facilities based on the results of such inquiry.
4. Conduct.
  - a. General Conduct. Contactor and Contractor Representative shall adhere to the following:
    - i. Compliance with the instructions pertaining to conduct and regulations issued by the Corporation or HAHV including but not limited to Code of Conduct, Sexual Harassment Policy, and Anti-Discrimination Policy, (copies of which shall be made available to Contractor upon request).
    - ii. Contractor shall submit data on each of its Representatives assigned to perform Services at the Corporation's or HAHV's sites, prior to or at the time of assignment.No Contractor Representatives shall be assigned to perform Services without the prior written consent of the Corporation or HAHV, respectively.
    - iii. Contactor shall not unilaterally remove and/or transfer a personnel assigned to perform Services without the consent of the Corporation or HAHV.
5. Appearance. Corporation and HAHV each reserve the right to refuse to utilize the Services of Contractor Representatives without an appropriate, complete and satisfactory appearance.
6. Uniforms.
  - i. Contractor shall ensure all Contractor Representatives are dressed in clean, neat uniforms; no jeans, scrubs, or dress other than Contractor provided uniform are allowed.
  - ii. All uniforms must be approved by an authorized representative of the Corporation or HAHV, respectively.
  - iii. All Contractor Representatives on duty performing services shall be neatly dressed, wear clean and pressed uniforms and well-groomed at all times. The uniforms shall consist of shirt/blouse and/or pants/skirt.
  - iv. All uniforms used by the Contractor Representatives performing Services on the Corporation's or HAHV premises shall be furnished by Contractor at no additional cost to the Corporation or HAHV.
7. Identification. Contractor Representatives shall display contractor & Corporation or HAHV ID badges above waist at all times while on service
  - i. Contractor shall provide all its Representatives performing services on the Corporation's or HAHV's premises with appropriate photo identification badges, as approved by the Corporation.



- ii. Corporation shall provide Representatives Identification badge at no cost to the Contractor or its personnel. Contractor shall ensure that the Corporation Identification Badge is worn, clearly displayed and visible at all times. Contractor Representatives shall notify the Corporation's Security Office immediately of a lost or stolen Corporation Identification badge. The Corporation may issue a replacement Corporation Identification to Contractor Representative at the current replacement cost rate of \$15.00.
8. Miscellaneous.
  - i. Contractor Representative shall not wear jewelry, ball caps, head ornaments or other inappropriate garments or headgear while performing the Services.
  - ii. Contractor Representative are prohibited from wearing headphones or any other device which impairs hearing while on duty. Representatives are also prohibited from using personal communications and/or cell phone while on duty.
9. Improper Conduct. Notwithstanding anything herein to the contrary, in the event that any Contractor Representative assigned to perform Services hereunder is found to be unacceptable to the Corporation or HAHV for any reason, the Corporation or HAHV shall notify Contractor of such fact and Contractor shall immediately take appropriate action, which may include immediate removal of such Representative from Corporation's or HAHV's premises if the Corporation so requests, and replace with another Representative acceptable to the Corporation or HAHV.
10. Health Clearance. Contractor Employees providing Services on Corporation or HAHV premises must be in good health and Contractor, at Contractor's sole cost, shall be responsible for ensuring that all such Contractor Employees meet the health, immunization and infection control criteria required by Corporation or HAHV, including COVID-19 vaccination, as may be modified from time to time.
11. Restricted Access to Clinical Areas. Contractor shall not access clinical areas of Corporation's or HAHV's premises in connection with Contractor's performance of the Services unless, prior to permitting any Contractor Representative to provide Services on-site at Corporation's or HAHV's premises, Contractor ensures that each Contractor Representative has submitted a certification, (in a form reasonably required by Corporation or HAHV) signed by a licensed health care provider or certifies through Corporation's or HAHV's Contractor credentialing program, that he or she has undergone a physical examination meeting the requirements set forth under Title 10 of the New York Codes, Rules and Regulations. Contractor shall provide Corporation or HAHV with a signed health clearance form or certification through Corporation's or HAHV's Contractor credentialing program prior to the arrival of any Contractor Representative at Corporation's or HAHV's premises for the provision of Services.

**F. INDEPENDENT CONTRACTOR**

1. Independent Relationship. The Contractor's relationship to the Corporation shall, at all times, be that of an independent contractor. Nothing contained in this Agreement is intended to nor shall it be construed to render either party an employee, servant, agent, partner or co-venture of the other. Each party shall be liable for its own debts, obligations, acts and omissions. The Contractor remains solely responsible for the payment of all required withholding, Social Security and other taxes or benefits for its employees or any third persons working on its behalf.
2. Contractor Responsible for Payroll; Fringe. Contractor shall be solely responsible to withhold all amounts required to be withheld under federal, state and local tax laws. Further, Contractor shall be responsible for the payment of all social security, unemployment, worker's compensation and disability insurance for Contractor Personnel in accordance with applicable laws.
3. Indemnification for Independent Contractors. Contractor shall indemnify and hold harmless Corporation and HAHV, their directors, officers, employees, and affiliates and their directors, officers, employees from any federal, state, and local taxes, including without limitation, self-employment income, social security,

unemployment insurance and income taxes and any other withholding required pursuant to law or by any governmental body for the Services furnished hereunder. The Contractor further agrees to defend, indemnify and hold harmless the Corporation, HAHV, their officers, employees and agents from and against any claim or action brought against Corporation or HAHV arising out of Contractor's employment or other engagement of personnel to perform Services hereunder including but not limited to all claims and liabilities relating to any action, claims, lawsuits or investigations against Corporation or HAHV by any personnel employed or engaged by Contractor, or governmental entity or agency relating to discrimination, wrongful discharge, retaliation, breach of contract or any other federal or state law, rule or regulation.

**G. MATERIALS & WORKMANSHIP**

1. All services performed and equipment supplied shall comply in all respects with applicable federal, state and local laws, rules, orders and regulations and shall be carried out by the Contractor in a thoroughly workmanlike manner and shall in all respects be in accordance with current industry standards and accepted trade practices. The Contractor warrants that it possesses the requisite skill, knowledge, experience and resources to perform the services required under the Agreement. The Contractor shall be responsible for the timely performance and professional quality of all services provided by or through the Contractor under the Agreement.

**H. WAIVER**

1. No waiver by either party of any condition or of the breach by the other party of any term or covenant contained in the Agreement, whether by conduct or otherwise, at any time or in any one or more instances shall be deemed or construed as a further or continuing waiver of any such condition or breach of any similar or dissimilar term or covenant set forth in this Agreement. Moreover, the failure of either party to exercise any right hereunder shall not bar the later exercise thereof.

**I. CONFIDENTIAL INFORMATION**

1. The Contractor acknowledges and understands that in providing any of the services hereunder to the Corporation or HAHV, the Contractor and its employees may have access to certain proprietary information. The Contractor agrees to take all the necessary steps to observe and maintain the confidentiality of such information and further agrees to ensure that each of its employees, agents, and representatives assigned to provide the Services to the Corporation or HAHV shall maintain such information confidential to the fullest extent permitted by law. To the extent the Contractor, its employees, agents, and representatives, have access to patient records, the Contractor, its employees, agents, and representatives shall observe and maintain patient confidentiality of records and related information to the extent required by applicable federal, state and local laws.
2. Confidential, trade secret, or proprietary materials must be clearly marked and identified as such upon submission by the Bidder. Bidders must provide specific justification as to why disclosure of particular information in the Bid would cause substantial injury to the competitive position of the Bidder. Properly identified information that has been designated confidential, trade secret, or proprietary by the Bidder will not be disclosed except as may be required by the Freedom of Information Law or other applicable state or federal laws. In the event that the Corporation determines that the law requires that confidential information be disclosed, the Corporation will notify the Bidder so that it may take whatever steps it deems appropriate.

**J. NO PUBLICATION WITHOUT CONSENT**

1. Neither Party shall, without first obtaining the written consent of the other Party, advertise or publish the fact that the Contractor or Corporation has contracted to furnish or receive the Services covered by the Agreement. The Contractor agrees that it will not use the Corporation's name, trademark, service mark, tag line or other designator of the Corporation for any purpose within the market place unless the use of each item is specifically given approval by the Corporation.

**K. OWNERSHIP OF RECORDS**

1. All records compiled by Contractor in providing and completing the Services, including but not limited to written reports, studies, computer protocols, graphs, charts and all other similar recorded data, shall become and remain the property of the Corporation. Contractor may retain copies for its own use, all of which shall be subject to all confidentiality requirements set forth herein.

**L. PROTECTED HEALTH INFORMATION**

1. The Parties shall comply in all respects with the provisions of the Health Insurance Portability and Accountability Act of 1996 "HIPAA" and all regulations promulgated thereunder. The Parties further agree to comply with the Standards for Privacy of Individually Identifiable Health Information, hereinafter "Privacy Regulations", including the "Business Associate" provisions stated therein. Contractor shall maintain all patient-related information to which it has access in performing hereunder, including but not limited to medical records (collectively, "Confidential Patient Information"), in the strictest confidence in accordance with all applicable laws and regulations. Without limiting the foregoing, Contractor represents that (i) its personnel have been trained in and will comply with the confidentiality and disclosure requirements set forth in Title 10 of N.Y.C.R.R., including those concerning HIV/AIDS related information; as well as HIPAA, including compliance with the requirements set forth in WMC's Notice of Privacy Practices and (ii) Contractor will enter into and comply with Corporation's form of Business Associate Agreement.

**M. REPRESENTATIONS AND WARRANTIES**

1. Conflicts of Interest. The Contractor represents, to the best of its knowledge, that no employee, officer, or director of, and no physician or physician practice affiliated with, Corporation has a financial interest in the Contractor. The Contractor further agrees that if it discovers or otherwise becomes aware that an employee, officer, or director of, or a physician or physician practice affiliated with, Corporation has a financial interest in the Contractor, Contractor shall promptly disclose that financial interest to Corporation, in writing. To the extent that a financial interest is disclosed by Contractor in accordance with this Section, the Parties agree to make good faith efforts to resolve any conflict of interest, provided however, in the event that such conflict of interest cannot be resolved, Corporation, at its option, may declare any agreement between the Contractor and Corporation null and void. For purposes of this Section, the term "financial interest" shall include the following transactions or relationships: (a) payment of fees including consulting fees, royalty fees, honoraria, or other emoluments or "in kind" compensation; (b) any gift of more than nominal value; (c) service as an officer or director of Contractor whether or not remuneration is received for such service; or (d) an ownership interest in Contractor, except that a shareholder owning less than a majority of shares of a publicly traded entity shall not be deemed to have a financial interest for the purposes of this Section.
2. Eligibility for Governmental Programs. Contractor represents that (a) it has not been convicted of a criminal offense related to health care; (b) it is not currently listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs; and (c) it is not currently listed by the State of New York, any political subdivision of the State of New York or any public benefit corporation or public authority as debarred, excluded or otherwise ineligible to contract with such public entity. For purposes of this paragraph, "Contractor" is defined as the entity entering into this contract, and/or its principals, employees, directors and officers and shareholders (provided, however, that, if Contractor is publicly traded, the term "Contractor" shall not include shareholders owning publicly traded shares of Contractor).
3. Personal Inducements. Contractor represents and warrants that no cash, equity interest, merchandise, equipment, services or other forms of remuneration have been offered, shall be offered or will be paid or distributed by or on behalf of Contractor to Corporation and/or its employees, officers or directors, any other Corporation-affiliated person or entity (including any physician or physician practice privileged by or affiliated with Corporation), or the immediate family members of any of the foregoing as an inducement to purchase or to influence the purchase of Services by Corporation from Contractor.
4. Government Access to Records. Contractor and Corporation agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). Contractor further specifically agrees that until the expiration of four (4) years after the expiration or termination of this Agreement, Contractor

shall make available, upon written request of the Secretary of the Department of Health and Human Services, the Comptroller General or any of their duly authorized representatives, this Agreement and the books, documents and records of Contractor that are necessary to verify the nature and extent of the costs charged to Corporation hereunder. Contractor further agrees that if Contractor carries out any of the duties of this Agreement through a subcontract with a related organization with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or the Comptroller General or any of their duly authorized representatives, the subcontract and all books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

5.

**N. APPLICABLE LAW**

1. This Bid Specification and the Agreement shall be construed in accordance with the laws of the State of New York regardless of any conflict of laws provisions. Any action or proceeding related to or arising directly or indirectly out of this Bid Specification or the Agreement shall be commenced and maintained in the New York Supreme Court, Westchester County or the Federal District Court for the Southern District of New York

**O. HEADINGS**

1. The headings of the sections hereof are inserted for convenience only and in no way define, limit or prescribe the intent of the Bid Specification and/or the Agreement.

**P. INVALIDITY OF PROVISIONS**

1. If any provision of this Bid Specification and/or Agreement or the application of any provision hereof to any person or circumstance is held invalid or determined to be unlawful or contrary to public policy, the term of the Agreement and the application of such provision to the persons or circumstances shall not be affected unless the invalid provision substantially impairs the benefits of the remaining portions of the Agreement.

**Q. NON DISCRIMINATION**

1. (a) In performing its obligations hereunder, the Contractor, or any person working on the Contractor's behalf, shall not discriminate, harass or intimidate any individual on account of race, creed, color, sex, age, disability, national origin, marital status, sexual orientation, genetic predisposition or carrier status.

(b) In addition, for any work or services subject to the requirement of Article 9 of the New York State Labor Law, the Contractor expressly agrees:

- i. That in the hiring of employees for the performance of work under the Agreement or any subcontract or agreement hereunder, no Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color, national origin, age, sex, disability or marital status, discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
- ii. That no Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under the Agreement on account of race, creed, color, national origin, sex or disability;
- iii. That there may be deducted from the amount payable to the Contractor by the Corporation under the Agreement a penalty of FIFTY DOLLARS (\$50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provision hereof;

- iv. That the Agreement may be canceled or terminated by the Corporation, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of this paragraph.

**R. MWBE PARTICIPATION**

1. It is the Corporation's policy to use its best efforts to encourage and support significant, meaningful participation by business enterprises owned and controlled by people of color and/or women (MBE/WBE) in contracts and projects funded by the Corporation and develop a policy to efficiently and effectively monitor such participation.

**S. SEXUAL HARASSMENT POLICY**

1. (a) It is the policy of the Corporation to prohibit sex discrimination, including sexual harassment of its employees in any form. The Corporation will take all steps necessary to prevent and stop this occurrence of sexual harassment in the workplace.

- i. This policy applies to all Corporation employees and all personnel in a contractual relationship with the Corporation. This policy shall apply to the conduct of non-Corporation employees in the Corporation workplace.

- ii. This sexual harassment policy includes, but is not limited to, inappropriate forms of behavior described by the Equal Employment Opportunity Commission.

(b) Sexual advances that are not welcome, request for sexual favors and other verbal or physical conduct of a sexual nature constitutes sexual harassment when:

- i. Submission of such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
  - ii. Submission to or rejection of such conduct by an individual is used as the basis of employment decisions, such as promotions, transfer, or termination, affecting such individual; or
  - iii. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

**T. HAZARDOUS CHEMICALS & MATERIALS**

1. The Contractor shall ensure that of its staff involved in the use of hazardous chemicals, materials and wastes shall be knowledgeable of proper care and handling of such materials, as well as emergency procedures in the event of an accident, including but not limited to spills, break of container or exposure to such materials.
2. The Contractor shall strictly adhere to the OSHA standards and the New York State "Right-to-Know Law."
3. The Contractor using hazardous chemicals shall maintain a current inventory and an up-to-date file of Safety Data Sheets (SDS) on any chemical utilized in the performance of the services.
4. The Contractor shall submit an inventory listing of all hazardous substances utilized in the performance of services at Westchester Medical Center. Copies of inventory SDS, as well as a written report of misapplication of chemicals with reasons, causes, affects and remedies shall be submitted to the following:

One Copy to: Safety Officer  
Westchester Medical Center

5. The Contractor shall be responsible for the use and storage of hazardous materials and chemicals on Corporation property. The Contractor's policy on hazardous materials and waste shall be submitted for an annual review..
6. The Contractor shall provide adequate training and proper handling of chemicals and hazardous waste to its employees. The following information shall be provided in the training:
  - (a) The name or names of the substances including the generic or chemical name.
  - (b) The trade names of the chemical or substance.
  - (c) The level at which exposure to the substance is hazardous, if known.
  - (d) The effects of exposure at hazardous levels.
  - (e) The symptoms of such effects.
  - (f) The potential for flammability, explosion and reactivity of the substance.
  - (g) Appropriate emergency treatment.
  - (h) Proper conditions for safe use and exposure to the substance.
  - (i) Procedure for cleanup and spills.
7. The Contractor shall maintain proper training and information documentation for its employees. Copies of the training records shall be made available upon request.
8. The Contractor shall secure any chemicals, materials and equipment to prevent tampering by any person in the Corporation buildings while performing any services. No materials or equipment shall be stored adjacent to or near Corporation buildings or food areas during the performance of the services.
9. The Contractor shall remove and dispose of all excess and/or unneeded chemicals, materials or equipment after any services are performed. No excess chemicals are to be stored on the Corporation property for more than 90 days and must be stored in designated satellite accumulation areas.

**U. PROPERTY DAMAGES**

1. When or where any direct or indirect damage or injury is done to the property by or on account of any act of omission, neglect or misconduct on the part of the Contractor in the execution of the work, such property shall be restored by the Contractor at his expense, to a condition equal to that existing before such damage or injury was done or he shall make good such damage or injury in such other manner as may be acceptable to the Corporation.
2. The Contractor shall assume full responsibility for the equipment employed in the execution of the work hereunder and agrees to make no claims against the Corporation for damages to such equipment from any claims whatsoever.
3. All property of the Contractor or its employees or agents brought, kept, used or left on Corporation premises shall be at the sole risk of the Contractor, its employees or agents, and the Contractor shall be responsible for all loss or damage to its equipment and property.
4. In the event of damage to Corporation property by the Contractor, the Corporation reserves the right to immediately effect both temporary and permanent repairs at the expense of the Contractor. The Corporation shall provide written notice of any damage requiring repair and Contractor shall assume responsibility for the repairs.

**V. ASSIGNMENT**

1. The award or the Agreement may not be assigned in whole or in part, nor may any obligation hereunder be subcontracted by the Contractor without the prior written consent of the Corporation. Any such assignment or subcontract shall not relieve the Contractor of its obligations therein.

**W. FORCE MAJEURE**

1. **Force Majeure.** Neither Party shall be deemed to be in default of or to have breached any provision of the Agreement as a result of any delay or failure in performance due to reasons beyond such Party's reasonable control. If such a delay occurs, the affected Party may extend the time for performance by a period of time equal to the delay. Notwithstanding the foregoing, if a force majeure event is claimed by Contractor and such event continues for more than five (5) business days, Corporation shall have the right and option to terminate this Agreement. Notwithstanding the foregoing, Contractor performance shall neither be excused nor delayed due to the Covid-19 pandemic.

**X. CONTRACTOR QUALIFICATIONS & DOCUMENT SUBMISSION**

1. Contractor must provide with the Bid, profiles of at least four personnel showing they are certified and/or authorized to service equipment covered under the contract.
2. Contractor shall provide with the Bid, a listing of at least three other customers for whom they currently provide the same or similar service in accounts of equal or greater size and complexity.
3. Contractor must be able to purchase parts directly from the manufacturer for the equipment listed and also maintain an inventory of standard repair parts at the Contractor's service office. Contractor shall stock the most frequently used repair parts to be utilized. Parts not in stock must be obtained within next business day. All parts shall be factory-approved replacement parts.
4. Contractor must maintain a principal service office within 25 miles of the Westchester Medical Center.

**U. MISCELLANEOUS**

1. The Corporation reserves the right to reject any or all bids or any portion thereof. The Corporation in its sole discretion shall determine whether any irregularities contained in any bid are minor in nature and susceptible of being waived or whether it is in the best interest of the Corporation to insist on strict compliance with the requirements of the Bid Specifications.
2. Contractors whose performance (including delivery, customer service, etc.) has been documented to be unacceptable will be removed from the Bidders' list for all future business. In addition, this award or subsequent Agreement may be canceled at any time for lack of Contractor performance.
3. All awarded Agreements must be properly signed and executed prior to payment for any services performed. The Corporation will issue its own Agreement memorializing the terms contained herein and will not agree to sign any other document.
4. The terms and conditions of this Bid shall become part of the Agreement between the awarded Bidder and the Corporation.
5. No special parking is provided by the Corporation to the Contractor or its staff and employees. However, subject to availability, Contractor's staff and employees may be permitted to utilize Corporation parking facilities

at the non-Corporation employee rates. If the Corporation determines that the Contractor's employees are (i) parking illegally (*i.e.*, parking without paying) in the Corporation's parking facilities and (ii) such illegal parking has taken place with the knowledge and acquiescence of the Contractor or any of its key management staff ("Willful Violation"), then, in that event the Corporation, may deduct the estimated amount of any lost parking revenue from any amounts due or to become due to the Contractor. This Agreement may be terminated for a second or subsequent Willful Violations of the Corporation's parking policies.

6. Submission of this Bid represents acceptance of all terms, conditions, and prices contained herein.



**INSPECTION TESTING AND MAINTENANCE SERVICES SPECIFICATIONS**

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SCOPE OF SERVICES

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**1. GENERAL SCOPE**

- 1.1 The Westchester County Healthcare Corporation seeks to contract with a qualified Vendor to provide Fire Damper Inspection Services and Repairs to all WCHCC facilities that have a damper system in full accordance with the National Fire Protection Association (NFPA) Requirements for Damper Inspection, Testing and Maintenance, as may be updated from time to time.
- 1.2 It is the Corporation's intention to have all fire and smoke dampers tested and inspected at least once every six years. The Corporations' facilities are on a rotating inspection schedule, and the facilities requiring inspections services each year will vary. No amount of inspections are guaranteed.
- 1.3 The Corporations' facilities with fire and/or smoke dampers, and the expected dates for inspection are included in these specifications, WCHCC Facilities with Fire and or Smoke Dampers.

**2. DETAILED SPECIFICATIONS FOR DAMPER TESTING, INSPECTION, AND MAINTENANCE**

- 2.1 In conducting all work under the Agreement, the Vendor shall adhere to requirements for testing, inspection and maintenance, which include, but are not limited to, the following:
- 2.2 Perform a detailed survey of the entire facility to ensure all fire dampers and smoke dampers are located. Each damper has been assigned a unique identifying number from previous inspections. A label shall be placed on the ceiling, ceiling grid, or access panel directly below the location of the damper to identify each damper location when looking up. The location of each damper will be placed on the Corporation's drawings.
- 2.3 Operate all fire dampers and smoke dampers by removing the resetting the fusible link, where applicable to verify full closure and proper operation.
- 2.4 Replace all fusible links that are compromised by either damage or paint. Fusible links shall be replaced with a line of the same size, temperature rating, and load rating.
- 2.5 Manually activate electric and pneumatic dampers to verify full closure and proper operation.
- 2.6 Lubricate all moving parts of fire dampers and smoke dampers.
- 2.7 Remove lint and dust that may impede proper operation of fire dampers and smoke dampers.
- 2.8 Adjust actuators as necessary to ensure proper operation of all fire dampers and smoke dampers.
- 2.9 Adjust and straighten tracks to ensure proper operation of all fire dampers and smoke dampers.
- 2.10 Replace springs as necessary to ensure proper operation of all fire dampers and smoke dampers.
- 2.11 Verify full, unobstructed access to smoke and fire dampers. When access is obstructed, Vendor shall notify Corporations' representative immediately.
- 2.12 For any dampers found to be inaccessible: Vendor shall provide a list of such damper locations and recommended actions. Recommendations shall include a description of the work and a cost estimate.
- 2.13 Some dampers may be difficult to access and require shutdowns and additional safety measures. Vendor is responsible for providing all required construction barriers necessary. Vendor shall work with Corporation's authorized representative in coordinating shut downs as to not interfere with regular operations of each facility.
- 2.14 Testing of dynamic fire dampers and smoke dampers shall be done under normal airflow conditions to confirm no impediment to operation exists due to rust or damaged blades.

2.15 Testing static dampers requires the HVAC system to be turned off; Vendor shall schedule these tests with the Corporations' representative to ensure system can be shut off for inspection of dampers.

**3. TESTING PARAMETERS FOR DAMPER TESTING, INSPECTION, AND MAINTENANCE**

3.1 The technician performing the test shall be wearing the appropriate personal protective equipment (PPE), and shall ensure that the appropriate parties have notified that testing will occur. These parties could include the Facilities Director, the Fire Safety manager, and others as directed.

3.2 If a fusible link is present, the inspector shall remove it prior to beginning testing.

3.3 When dynamic dampers are present, testing in normal HVAC operation with air flow is the only way to prove its operation in the case of an actual event. Static dampers do not require airflow during operational testing. Successful operation during the test will verify there is no interference due to rust, track issue, or damaged blades.

**4. INSPECTION TIME FOR DAMPER TESTING, INSPECTION, AND MAINTENANCE**

4.1 Vendor shall provide all inspections, tests, and repairs during normal operating hours of the Corporation facility being inspected. The dates of inspection shall be scheduled with the Corporation authorized representative as to not interrupt ongoing operations before inspection service can be performed.

4.2 Sensitive areas may require testing during night or weekends. Such affected areas may include operating rooms or special procedure rooms

**5. NFPA INSPECTION, TESTING AND MAINTENANCE DOCUMENTATION:**

5.1 Vendor shall document all inspections, testing, and maintenance in accordance with NFPA guidelines, particularly **Sections NFPA 80(19) and NFPA 105(7)**, and provide a report of these activities to the Corporation within 30 business days after the work is complete (the "Inspection Report").

5.2 The Inspection Report shall include, at a minimum:

5.2.1 Date of inspection,

5.2.2 Damper locations

5.2.3 Damper number

5.2.4 Photographs of damper open, and closed,

5.2.5 Whether damper passed or failed inspection,

5.2.5.1 If failure occurs due to reasons outside regular maintenance requirements outlined above (e.g., no access, new actuator needed, new damper needed, no control air, Vendor shall document reason for failure and required repairs necessary.

5.2.6 Corrective actions taken if any.

5.2.7 Detailed necessary repair and associated cost estimate; if applicable

5.3 The Inspection report will be in Excel format

5.4 Any location drawings will be AutoCAD and .pdf formats.

5.5 All final reports will consist of 2 copies printed and electronic submission.

**6. EXISTING DOCUMENTS**

6.1 Previous inspection reports will be made available to Vendor. These documents are in .pdf format and include location drawings and type of damper.

**7. INSPECTION STAFF**

7.1 Individuals competing inspections for Vendor under this Agreement shall be direct employees of the Vendor and shall not be performed by a sub-contractor working on behalf of the Vendor.

7.2 Individuals providing inspection services shall be fully qualified for this work. Training records or other documented evidence may be requested by the Corporation.

7.3 The Corporation reserves the right to request replacement of any inspector or staff member performing services for the Vendor that the Corporation deems, in its sole discretion, to be unsatisfactory to the Corporations' standards for work.

7.4 Should Vendor require the use of a sub-contracted service to compete inspection services, all such sub-contract teams shall receive Corporation approval prior to completing work. Such approval may only be provided by the Corporations authorized representative and whenever feasible should be provide in

writing. It shall be the sole responsibility of the Vendor to ensure that any sub-contracted services meet the requirements of this agreement. The Corporation reserves the right to request removal and replacement of any sub-contract firm or individual providing services on behalf of the Vendor that the Corporation deems, at this sole discretion, to be unsatisfactory to the standards of the Corporation.

8. **DETAILED SPECIFICATIONS FOR DAMPER REPAIR AND INSTALLATION SERVICES**

- 8.1 The Inspection Report shall include a list of necessary repairs and a cost estimate. Repairs and associated costs should be line item pricing and match Vendor associated Fee Schedule (Bid/Proposal Form) for all related items. Any repairs not covered under Vendor Fee Schedule shall be itemized showing labor rates, materials, and any additional pricing required to provide for a complete project. Hourly rates for personnel on the Vendor’s Fee Schedule may not exceed the contracted hourly rate. Upon Corporations authorization, the Vendor shall proceed with making all such repairs. The Vendor shall coordinate the scheduling of the repairs with the Corporation.
- 8.2 The Vendor may provide time/materials work as itemized on repair estimated and associated invoice for material, equipment, personnel, etc. that may not be found on Vendors’ contracted Fee Schedule. Such items may only be listed when necessary to complete the required repairs and may only be utilized under this agreement with the written authorization of the Corporations’ authorized representative. The Corporation reserves the right to request supporting documentation for any itemized pricing such as detailed receipts and work orders.
- 8.3 Vendor may be permitted to use sub-contracted services to complete repair and installation services requested under this agreement, subject to the provisions of this section. All sub-contract teams shall receive Corporations approval prior to completing work. Such approval may be provided by Corporation authorized representative and whenever feasible should be provided in writing. It shall be sole responsibility of the Vendor to ensure that any sub-contacted services meet the requirements of this agreement. The Corporation reserves the right to request removal and replacement of any sub-contract firm or individual providing services on behalf of the Vendor that the Corporation deems, at its sole discretion, to be unsatisfactory to the standards of the Corporation.

9. **ADDITIONAL SERVICES**

- 9.1 The Corporation reserves the right to request and award Additional Services related to the scope of work described herein that may not otherwise have a unit price inspection, repair, installation fee. Such services shall be quoted to the Corporation Requesting department utilizing the fully loaded hourly rates provided as a part of the solicitation and associated Agreement. Material, equipment, permitting and or other fees required to complete such work shall be itemized for Corporation review and approval.
  - 9.1.1 The Corporation reserves the right to request any backup document necessary to support fees or pricing such as material invoice amounts or sub-contractor fees.

**COVERED EQUIPMENT**

Building	Last survey	Next survey healthcare	Next survey Business	Total dampers
Main	2021	2027	n/a	784
Macy	2021	2027	n/a	97
BHC	2019	2025	n/a	164
TCC	2019	2025	n/a	380
ACP	2020	n/a	2024	278
MFCH	2022	2028	n/a	336
MHRH	2022	2028	n/a	465

Atrium	2018	n/a	2024	26
Marys Ave	2023	2029	n/a	337
Broadway	2023	n/a	2027	118
Margaretville	2023	2029	n/a	30
Mountainside	2020	n/a	2024	26
				3040

10. CONTRACTOR QUALIFICATIONS

- a. The Contractors shall list the names of employees certified and/or authorized with at least one years' experience to service Equipment.
- b. The Contractor shall list the name, telephone number, and business person of three clients for whom they currently supply the same or similar service in accounts of equal size and complexity to the Corporation

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**SECTION IV: BID PROPOSAL**

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**A. BIDDER'S QUESTIONNAIRE AND INFORMATION**

1. COMPANY NAME:

\_\_\_\_\_

2. COMPANY ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. COMPANY CONTACT:

\_\_\_\_\_

4. PHONE NUMBER & FACSIMILE NUMBER:

\_\_\_\_\_

\_\_\_\_\_

5. FEDERAL ID OR SOCIAL SECURITY NUMBER:

\_\_\_\_\_

6. Please state the number of years and type of training and experience with servicing each type of equipment listed in Section III (5) of this Bid Specification.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. List the names and addresses of three (3) Customers to whom you currently inspect, repair and service the equipment listed in the Bid Specification or similar equipment. \_\_\_\_\_

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8. List at fully certified and/or qualified service technicians able to perform the services to the equipment listed in the Bid Specifications currently employed by the Contractor

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9. Do you have parts for the equipment identified in this Bid Specification on inventory?

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- (a) Can you purchase these parts directly from the manufacturer? If so, list the names of the manufacturer.

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- (a) Are you an authorized representative of any of the manufacturers listed in (a) above? If so, list the names of the manufacturers which you are authorized to represent. \_\_\_\_\_

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**B. BID FORM**

**Page 1 of 2**

THE PRICES QUOTED IN THIS BID FORM, IF ACCEPTED SHALL BE CONSIDERED GUARANTEED, UNADJUSTABLE PRICES FOR THE TERM OF THE AWARD AND THE SUBSEQUENT AGREEMENT, REGARDLESS OF THE QUANTITY OF EQUIPMENT, MATERIAL OR THE SERVICES ACTUALLY USED OR PURCHASED, AS SET FORTH IN THIS BID SPECIFICATION.

	LOCATION	WORK ITEM	NUMBER OF DAMPERS
Item 1	Kingston NY	Damper inspections Health Alliance Hospital Mary's Avenue Campus	337
Item 2	Kingston NY	Damper inspections Health Alliance Hospital Broadway Building	118
Item 3	Poughkeepsie NY	Damper inspections MidHudson Regional Hospital	465
Item 4	Poughkeepsie NY	Damper inspections MidHudson Regional Hospital Atrium Building	26
Item 5	Valhalla NY	Damper inspections Macy Pavilion	97
Item 6	Valhalla NY	Damper inspections University Hospital	784
Item 7	Valhalla NY	Damper inspections Children's Hospital	336
Item 8	Valhalla NY	Damper inspections Taylor Pavilion and Behavioral Health Building	544
Item 9	Valhalla NY	Damper inspections Ambulatory Care Pavilion	278
Item 10	Margaretville NY	Damper inspections Mountainside Care Facility	26
Item 11	Margaretville NY	Damper Inspections Margaretville Community Hospital	30

	2024	2025	2026	2027	2028
Item 1 Mary's Ave Kingston					
Item 2 Broadway Kingston				\$ _____	
Item 3 MidHudson Poughkeepsie					\$ _____
Item 4 Atrium Poughkeepsie	\$ _____				
Item 5 Macy Pavilion Valhalla				\$ _____	
Item 6 Main Hospital Valhalla				\$ _____	
Item 7 Children's Hospital Valhalla					\$ _____
Item 8 Taylor and BHC Valhalla		\$ _____			
Item 9 ACP Valhalla	\$ _____				
Item 10 Mountainside Care Margretville	\$ _____				
Item 11 Margaretville Community					
Subtotal each year	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Repair Allowances (2024 allowance to be used to repair existing deficiencies)	<u>\$100,000.00</u>	<u>\$50,000.00</u>	<u>\$50,000.00</u>	<u>\$50,000.00</u>	<u>\$50,000.00</u>
Yearly Total 2024-2028 Base bid plus repair allowances	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Grand total all yearly base bid plus repair allowance  
**(this number will be used for determination of low bidder)**

\$ \_\_\_\_\_

Unit pricing information		Inspect fusible link damper	\$ _____
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Inspect smoke damper	\$ _____
Inspect combination fire/smoke damper	\$ _____
Install 12x12 access door	\$ _____
Replace fusible link damper assembly	\$ _____
Reinspect after repairs by (others) or denied access	\$ _____

**NON-COLUSION CERTIFICATION**

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (i) All information identified in this Bid is true, accurate and complete; and
- (ii) the prices in this Bid have been arrived at independently, without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor, and
- (iii) Unless otherwise required by law, the prices that have been quoted in this Bid have not been knowingly disclosed by the Bidder prior to the opening, directly or indirectly, to any other competitor, and
- (iv) 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.

By: \_\_\_\_\_

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

\_\_\_\_\_  
*Print Name & Title*