



INVITATION FOR BIDS

CONTRACT NO. CMC-14377

FOR:
PREVENTIVE MAINTENANCE &
REPAIR SERVICES OF STANDBY
GENERATORS AND TRANSFER SWITCHES

LOCATED AT

WESTCHESTER MEDICAL CENTER
VALHALLA, NY

BID OPENING: THURSDAY, MAY 16, 2019

NOTICE TO CONTRACTORS

Westchester County Health Care Corporation

**INVITATION FOR BIDS
FOR CONTRACT NO. CMC-14377
FOR PREVENTIVE MAINTENANCE & REPAIR SERVICES OF STANDBY
GENERATORS AND TRANSFER SWITCHES LOCATED
AT WESTCHESTER MEDICAL CENTER, VALHALLA, NEW YORK**

SEALED BIDS, will be received and accepted by the Westchester County Health Care Corporation (the "Corporation"), Facilities Department, Macy Pavilion, Room E004, Valhalla N.Y. 10595 until **2:00 p.m., Thursday, May 16, 2019** 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). Bidders, Subcontractors and other interested parties may obtain complete sets of the Bidding Documents from the website: <https://www.westchestermedicalcenter.com/procurement>. 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 campus will be by appointment at 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.

SECTION I: INSTRUCTIONS FOR RESPONDING TO THIS BID SPECIFICATION

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) 493-7320.** Contact **Mike Brindisi, Chief Electrician** or **Mike Praskiewicz, Director.**

SECTION II: GENERAL CLAUSES

A. TERM & TERMINATION OF SUBSEQUENT AGREEMENT

1. The term of the agreement awarded from this Bid Specification shall be for an initial term of one (1) year and shall commence on July 1, 2019 and terminate on June 30, 2020. The successful Bidder (the “Contractor”) will be required to execute an agreement (the “Agreement”) in substantially the form as herein described. Additionally, the Corporation, at its sole option, shall have the option to extend this Agreement for four (4) additional one (1) year periods at the same prices, terms and conditions by notifying the successful Bidder a minimum of thirty (30) days prior to the expiration of the applicable term.
2. The Agreement may be terminated by the Corporation upon thirty (30) days’ notice, if the Corporation, in its sole discretion, deems such termination to be in its best interest. In such event, the Contractor shall be compensated and the Corporation 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.
3. The Agreement may be terminated by the Corporation 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.
4. This bid and subsequent Agreement shall override any previous agreements for these services, except as otherwise provided herein.

B. RATES, QUOTES, PRICES & PAYMENT

5. 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 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 failure to utilize the Contractor’s services.
6. 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 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 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).
7. The Corporation 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 include in this Bid and will be paid only to the Contractor. No third party freight bill shall be paid or accepted by the Corporation.

8. The Corporation is 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 Contracts Department.
9. 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.
10. Invoices for the services rendered under the Agreement shall be monthly 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 submitted on properly executed payment vouchers of the Corporation and paid only after approval by an authorized representative of the Corporation. All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. 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 contract number. 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

11. The Contractor agrees that, except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the Corporation, the Contractor shall defend, indemnify and hold harmless the Corporation, its 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.

D. INSURANCE REQUIREMENTS

12. (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. 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." (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 \$100,000.
- iii. **General Liability** Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 (c.s.l.), naming the Corporation 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 \$ 100,000 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.

(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 (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 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 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

13. 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. 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.

14. 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.

F. INDEPENDENT CONTRACTOR

15. 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-venturer 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.

G. MATERIALS & WORKMANSHIP

16. 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

17. 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

18. The Contractor acknowledges and understands that in providing any of the services hereunder to the Corporation, 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 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.

J. MARKETING

19. The Contractor agrees that it will not use the Corporation 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. APPLICABLE LAW

20. 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.

L. HEADINGS

21. 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.

M. INVALIDITY OF PROVISIONS

22. 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.

N. NON DISCRIMINATION

23. (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.

O. MINORITY PARTICIPATION

24. 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.

P. SEXUAL HARASSMENT POLICY

25. (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.

Q. HAZARDOUS CHEMICALS & MATERIALS

- 29. 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.
- 30. The Contractor shall strictly adhere to the OSHA standards and the New York State "Right-to-Know Law."

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.

- 31. 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
Macy Pavilion Room E004
Valhalla, New York 10595

- 32. 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..
- 33. This section not used
- 34. 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.
- 35. The Contractor shall maintain proper training and information documentation for its employees. Copies of the training records shall be made available upon request.
- 36. 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.

37. 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.

R. PROPERTY DAMAGES

38. 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.
39. 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.
40. 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.
41. In the event of damage to Corporation property by the Contractor, the Corporation reserves the right to immediately affect 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.

S. ASSIGNMENT

42. 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.

T. CONTRACTOR QUALIFICATIONS & DOCUMENT SUBMISSION

43. 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.
44. 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.
45. 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.
46. Contractor must maintain a principal service office within 25 miles of the Westchester Medical Center.

U. MISCELLANEOUS

47. 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.

48. 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.
49. 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.
50. The terms and conditions of this Bid shall become part of the Agreement between the awarded Bidder and the Corporation.
51. 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.
52. Submission of this Bid represents acceptance of all terms, conditions, and prices contained herein.

SECTION III: SPECIFICATIONS

MAINTENANCE AND REPAIR SERVICES SPECIFICATIONS

SCOPE OF SERVICES

1. GENERAL

Contractor shall provide two semi-annual inspection tests (one Preventative maintenance tune-up, fluid analysis and oil change July/August, and one general test inspection January/February and all minor and emergency repair service to the emergency generator systems listed in Section III in accordance with manufacturer's guidelines. The Corporation reserves the right to add or delete equipment covered under the Award of Agreement at anytime. Appropriate adjustments will be made to the Base Contract Price for any changes.

2. GENERATOR SYSTEM INSPECTION PROCEDURE (July/August)

a. Diesel Fuel System

(1) Provide fuel sampling and analysis by an independent professional testing laboratory for each of the generator systems listed in Section III(7). For systems that utilize a day tank, the fuel samples shall be collected from the day tank. A fuel analysis report shall be submitted within twenty (20) business days of the collection date.

Each report shall include: API gravity, distillations, flash point, calculated cetane, water %, sulphur content and micro fiber test.

- (2) Change oil filters.
- (3) Clean or replace air filter element
- (4) Inspect for and repair fuel leaks
- (5) Drain all water from fuel system, check for contamination.
- (6) Check operation of transfer pumps and day tanks.

b. Engine Cooling System

(1) Secure coolant sample from each generator system and provide coolant analysis by an independent professional testing lab. Coolant analysis report shall be submitted within twenty (20) business days of the collection date. Each report shall include: % antifreeze and flash point, nitrite/molybdate levels, pH level, corrosion products, silicate level, hardness, chlorides and sulfates.

- (2) Change coolant on closed systems
- (3) Check engine water pumps, circulating pumps and remote fan motors.
- (4) Check condition of hoses and connections (repair or replace as necessary)
- (5) Inspect and adjust fan belts (repair or replace as necessary)
- (6) Check operation of automatic coolers
- (7) Inspect and lubricate pulley hub bearing
- (8) Inspect and repair related intake and or exhaust ductwork
- (9) Check and Clean all louvers and automatic dampers.
- (10) Check and adjust operation of remote thermostatic or solenoid valves.
- (11) Repair ALL coolant leaks

- (12) Check operation of jacket water heater.
- (13) Check operation of transfer pumps and float switches.
- (14) Inspect all valves; check for correct position for proper operating controls.

c. Engine Lubricating System

(1) Secure an oil sample from used oil from each generator system and provide an analysis performed by a professional testing laboratory. A detailed report of oil analysis shall be submitted within twenty (20) business days with recommendations for each generator system. Fuel analysis shall include elemental analysis (spectroscopy, infrared spectroscopy, gas chromatography, viscosity, total base number (TBN), particle count, direct reading ferrography, and microscopic analytical ferrography.

- (2) Change oil and lube oil filters
- (3) Remove used oil from premises
- (4) Service and clean crankcase breather
- (5) Operation of lubricating oil heater
- (6) Repair any lube oil leaks

d. Engine Electrical Starting System

- (1) Check battery electrolyte level and add distilled water where required.
- (2) Check battery terminals for corrosion and tightness
- (3) Check alternator or charger operation, including trickle charging unit
- (4) Check battery charging rate

e. Governor.

- (1) Check and lubricate all linkages, ball joints, and throttle controls, and adjust as required.
- (2) Check oil level
- (3) Inspect for oil leaks

f. Exhaust system.

- (1) Inspect all manifolds, brackets, mountings and flex connectors and tighten where necessary
- (2) Repair any exhaust leaks
- (3) Check for restricted exhaust, repair as needed
- (4) Tighten all connections
- (5) Visually check the exhaust system for wet stacking conditions. Include findings and recommended corrective measures on report

g. Generator

- (1) Check brush length and pressure and adjust as required.
- (2) Check appearance of and clean slip rings.
- (3) Blowout with clean compressed air
- (4) Clean windings
- (5) Check generator bearings
- (6) Operate electric set, check for correct voltage and frequency. Note any unusual noise or conditions, record and report immediately.
- (7) Test and adjust generator voltage regulator under single unit configuration without load and while under load
- (8) Simulate and check operation of each safety shutdown device
- (9) Check operation of automatic start-stop control and switches
- (10) Check operation of generator control instrument

(11) Replace all faulty lamp bulbs

3. GENERATOR GENERAL INSPECTION PROCEDURE (January/February)

The general inspection shall include all of the above with the exception of changing fluids. Price quoted shall include all parts, labor, tools, equipment and travel as described, as well as all mileage and toll charges.

4. TRANSFER SWITCH ANNUAL INSPECTION PROCEDURE

Use Infra-Red Scanner To Detect Loose/Overheated Connections

Test & Calibrate The Following Components As Required:

Torque All Bus/Lug Connections Per Specifications

Lubricate As Required & Check Function Of Interlocks

Clean & Adjust Finger Relays and Contacts As Required

Calibrate All Phase & Voltage Sensitive Relays As Required

Test & Calibrate The Drop Out Voltage Of Sensors

Electrical Tests: (If Required - Refer To MFG'S Specs)

Insulation Resistance Test - Measure Resistance Of Each Bus Section Phase To Phase & Phase To Ground For 1 Min.

Contact Resistance Test - Measure For Each Bus

Overpotential Test - Perform On Each Section Of Bus Phase To Phase & Phase To Ground On Assemblies Rated Over 600 V.

Calibrate, Tighten, Repair, Clean, & Replace as Required.

4. MINOR REPAIR SERVICE

a. Minor repairs are defined as those jobs requiring less than 10 man-hours to accomplish. Labor for minor repairs shall be included in the base bid.

5. EMERGENCY SERVICE

a. Emergency service shall be provided on an on-call basis, 24 hours a day, seven days a week.

b. All emergency service calls shall be responded to within a maximum of two (4) hours of the call for service. For the purpose of this contract, responded to shall mean arrival on site prepared to resolve emergency. All labor for such emergency calls shall be included in the Base Contract Price.

c. The Contractor shall be assessed damages in the dollar amount equal to the overtime hourly rate payable for services rendered hereunder for each hour, or part of an hour, beyond the maximum response time set forth herein that the contractor fails to respond to an emergency service call. In the event the Contractor fails to respond within the maximum response time, the Corporation in its sole discretion may elect to arrange for provision of emergency repair service from a source other than the Contractor. In such event, the Corporation shall immediately notify the Contractor verbally of such election, and the Contractor shall be liable for the cost to the Corporation for providing coverage. Said damages shall be assessed as a deduction from payments otherwise due and payable to the contractor for providing services rendered pursuant to the Agreement.

d. The number or emergency calls to which the Contractor must respond is unlimited.

6. REQUIRED REPORTS

- a. A service report and data sheet, on forms approved by the Corporation, shall be required after each visit and shall be left with the Facilities Management Office, Macy Pavilion Room E004. Service reports for work completed when the Facilities office is closed shall be put in the mail slot in the door of the Facilities Department.
- b. Service reports shall accurately describe the work performed and include the date, building, location, equipment item# and mechanics signature. A representative of the Facilities Management Department shall sign all service reports.
- c. Fuel sample, oil sample and coolant sample reports shall be submitted within twenty business days of the date of sample.

7. COORDINATION OF WORK

- a. All preventive maintenance and inspection test work shall be coordinated through the Facilities Management Office #(914) 493-7320 forty eight (48) hours prior to work to be performed.
- b. Except for emergency repairs all work on the generators that are labeled as “critical” shall be scheduled so as not to interfere with rooms that may be in use. Work is usually scheduled for a Sunday two (2) weeks in advance or weekdays with work completed by six (6) A.M.
- c. All scheduled work for generators that do not serve rooms listed above shall be performed weekdays between 8:00 A.M. and 4:00 P.M.
- d. When requested by the Facilities Management Department the Contractor must perform the Preventive maintenance for a generator on other than regular hours. Under this condition the Contractor may invoice the Corporation for the difference between the daytime and the overtime hourly labor rate for the hours used to complete the requested work. This does not apply to work on generators listed in 7.b. above.
- e. It is understood the need for the Operating rooms cannot be scheduled and that area's may be in use when the Contractor arrives. In each contract year the Contractor shall be expected to make at least two separate visits to complete the work as part of the base contract bid. If the Contractor has arrived prepared to work and through no fault of his own has no other work that can be done at that time, the Contractor shall be paid the applicable rate for the mechanic's round trip travel time to a maximum of two (2) hours.
- f. For each maintenance or service visit where system deactivation is necessary, Contractor shall notify the Facilities Management Department (914)493-7320. Work on the system must be continuous without interruption until system is returned to service.
- g. Contractor may, at his discretion, utilize other experienced specialist sub-contractors to perform such work as may be required to fully complete the Contractors preventative maintenance and / or emergency repairs. The Contractor shall be fully responsible for any and all work by subcontractors.

8. PARTS

- a. The Contractor shall maintain the most frequently used replacement parts, materials and supplies necessary for the Services to the Equipment for the term of the Agreement on inventory.
- b. Replacement parts not in the Contractor's inventory stock must be obtained within three (3) business days. These are defined as non-standard parts.

9. COVERED EQUIPMENT (GENERATOR LIST – includes associated ancillary equipment)

Name	Description	Building
OR2	Massaro Detroit Mod # 70837305 Ser. # 8VA-419299 KVA312.5 KW 250	Macy Pavilion (Mechanical next to Biomed)
OR3	Caterpillar C18 ATAAC Ser. # KVA750 KW600 480V 721A 1800 RPM (new 9/2013) w/external load bank CRITICAL	Macy Pavilion (outside west façade)
BHC	Mod # D3408 Caterpillar D Ser # 67U0861676 KVA376 KW300 480Volt 451 Amp	Behavioral Health Center (outside)
TCC	Consolidated Mod #290D1 Detroit Ser # 12VA034665 Institute Outside D KVA 375 KW 300 wing	Taylor Care Center (outside)
Main 1	Caterpillar Mod # D398 Ser # 66B4236 KVA 844.4 KW 660 480 Volt 1059 Amp w/external load bank CRITICAL HOWEVER ONE GENERATOR FROM THE GROUP MAIN 1 -> MAIN 4 MAY BE OUT OF SERVICE AT A GIVEN TIME	Main Hospital (Plant)
Main 2	Caterpillar Mod # D398 Ser # 66B4563 KVA 875 KW 700 480 Volt 1059 Amp w/external load bank CRITICAL SEE MAIN 1	Main Hospital (Plant)
Main 3	Caterpillar Mod # 512S1 D Ser # 67Z00724 KVA 875 KW 700 480 Volts 1052 AMP w/external load bank CRITICAL SEE MAIN 1	Main Hospital (Plant)
Main 4	Caterpillar Mod # 3412 Ser # 7AJ01779 KVA875 KW 700 480 Volt 1052 w/external load bank CRITICAL SEE MAIN 1	Main Hospital (Plant)
CED	Detroit Mod # 500D54 Ser # 0727080 N/E corner) KVA 638 KW 500 280 Volt 1770 Amp	Cedarwood Hall (outside)

ELM	Cumins Mod # 3300 Ser # 5CA04516 KVA 156 KW 125 208 Volt 434 Amp	Elmwood Hall (outside)
n/a	Light Tower (see Specialty Lighting Mod # BTK64MH Facility Mgt Office) Ser # 010030435 L9971148	Mobile unit
MFCH 1	Caterpillar CAT00000JCMJ000369 1250 KW; 1562 KVA, 1878A@480V Model CAT 3512 s/n 1KZ00721 w/external load bank CRITICAL HOWEVER ONE GENERATOR FROM THE GROUP MFCH 1 AND 2 MAY BE OUT OF SERVICE AT A GIVEN TIME	Maria Fareri Children's Hospital (roof mechanical room)
MFCH 2	Caterpillar CAT00000JCMJ000368 1250 KW; 1562 KVA, 1878A@480V Model CAT 3512 s/n 1KZ00720 w/external load bank CRITICAL SEE MFCH 1	Maria Fareri Children's Hospital (roof mechanical room)
ACP	Caterpillar CAT.....1500 KW 1875 KVA w/external load bank (NEW 2019) CRITICAL	Outside (west façade)

10. COVERED EQUIPMENT (TRANSFER SWITCHES)

Switched/ Date?	Description	On Generator		Equip. Ind. Ex.	Building	Room	SubLocation
<input type="checkbox"/>	ATS BHC	BHC		50240	BHC	B-035	Elect. Dist. Rm.
<input type="checkbox"/>	ATS Cedarwood		Cedarwood	46181	WIHD	AG-01	Elect. Rm.
<input type="checkbox"/>	ATS Elmwood SW-1	Elmwood		51178	Elmwood		Elect. Dist. Rm.
<input type="checkbox"/>	ATS Elmwood SW-2			51179	Elmwood		Elect. Dist. Rm.
<input type="checkbox"/>	ATS Elmwood SW-3			70546	Elmwood		Elect. Dist. Rm.
<input type="checkbox"/>	ATS-2 Macy		OR 3	48938	Macy	0311	NW Dist.Rm
<input type="checkbox"/>	ATS STAT Flight			48400	Macy	0409	Surg. Suite Substa SE-3
<input type="checkbox"/>	ATS ES-SSXS-3			51232	Macy	0409	Surg. Suite Substa SE-3
<input type="checkbox"/>	ATS SE			51235	Macy	0409	Surg. Suite Substa SE-3
<input type="checkbox"/>	ATS ES-SSXS-1			51236	Macy	0409	Surg. Suite Substa SE-3
<input type="checkbox"/>	ATS CS-SSXS-2			51237	Macy	0409	Surg. Suite Substa SE-3
<input type="checkbox"/>	ATS-PP-7			71472	Macy	0409	Surg. Suite Substa SE-3
<input type="checkbox"/>	ATS-GEN			71473	Macy	0409	Surg. Suite Substa SE-3
<input type="checkbox"/>	ATS-1 Macy NWXS-1			46006	Macy	0313	SE-4
<input type="checkbox"/>	ATS-3 Bloodbank Generator	OR-2		45965	Macy	W0067	S/W Mechanical Rm
<input type="checkbox"/>	ATS-XB		Main 1, 2, 3 and 4	49096	Main Hosp.	2E-11A	Control Rm Cath 4
<input type="checkbox"/>	ATS-Cardiac Cath			49095	Main Hosp.	2E-22	Cath Lab nt Room2
<input type="checkbox"/>	ATS-XA			49097	Main Hosp.	2E-11A	Control Rm Cath 4
<input type="checkbox"/>	ATS ER-2			71599	Main Hosp.	LLL-03	SE-26 Emergency 2

<input type="checkbox"/>	ATS LS-2				71591	Main Hosp.	LLL-03	SE-26 Emergency 2
<input type="checkbox"/>	ATS ES-2				71592	Main Hosp.	LLL-03	SE-26 Emergency 2
<input type="checkbox"/>	ATS CS-2				71593	Main Hosp.	LLL-03	SE-26 Emergency 2
<input type="checkbox"/>	ATS CS-3				71595	Main Hosp.	LLL-03	SE-26 Emergency 2
<input type="checkbox"/>	ATS ES-3				71594	Main Hosp.	LLL-03	SE-26 Emergency 2
<input type="checkbox"/>	ATS CAT-1TS				46253	Main Hosp.	LLK-04A	Mech Rm 2
<input type="checkbox"/>	ATS ELEV-Pt				71138	Main Hosp.	LLF-04	Emerg Switchgear Rm 1
<input type="checkbox"/>	ATS-PUBLIC-ELEV				71605	Main Hosp.	Elev mach rm	Mech Rm 4
<input type="checkbox"/>	ATS ES-1				71136	Main Hosp.	LLF-04	Emerg Switchgear Rm 1
<input type="checkbox"/>	ATS CAT-2TS				46264	Main Hosp.	LLK-04A	Mech Rm 2
<input type="checkbox"/>	ATS LS-1				71137	Main Hosp.	LLF-04	Emerg Switchgear Rm 1
<input type="checkbox"/>	ATS CONTROLLER FIRE PUMP				70481	Main Hosp.	LLF-03	LLF-03 Chiller Rm
<input type="checkbox"/>	ATS MCC-1A-EM (formerly ATS-ES-1A)				70477	Main Hosp.	LLF-04	Emerg Switchgear Rm 1
<input type="checkbox"/>	ATS-CS-1				70478	Main Hosp.	LLF-04	Emerg Switchgear Rm 1
<input type="checkbox"/>	ATS-MCC-1-EM Emergency (formerly ATS-MCC)				71131	Main Hosp.	LLF-04	Emerg Switchgear Rm 1
<input type="checkbox"/>	MTS Electric Chiller (manual transfer do not test)				70074	Main Hosp.	LLF-03	LLF-03 Boiler Rm Upper level
<input type="checkbox"/>	ATS-1H08				71340	Main Hosp.	1H49	Radiology
<input type="checkbox"/>	ATS-1H39				71341	Main Hosp.	1H49	Radiology
		TCC						
<input type="checkbox"/>	ATS-LS	TCC			70485	Taylor Care	GK-18	Fire panel room
<input type="checkbox"/>	ATS-ES				70486	Taylor Care	GK-18	Fire panel room
<input type="checkbox"/>	ATC-CS				70487	Taylor Care	GK-18	Fire panel room
<input type="checkbox"/>	ATS-CTEL				71589	Taylor Care	GK-18	Fire panel room
<input type="checkbox"/>	MTS-1 (manual transfer do not test)				71950	Taylor Care	GK-18	Electrical distribution
<input type="checkbox"/>	ATS -EHR1			MFCH 1, 2	60499	MFCH	4119	S PENTHOUSE
<input type="checkbox"/>	ATS CONTROLLER FIRE PUMP				60419	MFCH	B007	Fire pump room
<input type="checkbox"/>	ATS -EHR2				60390	MFCH	4103	N PENTHOUSE
<input type="checkbox"/>	ATS -EHR3				60345	MFCH	4103	N PENTHOUSE
<input type="checkbox"/>	ATS MCC-B-EQ-EM2				60268	MFCH	B011	Absorber room
<input type="checkbox"/>	ATS MCC-B-EQ-EM1				60254	MFCH	B011	Absorber room
<input type="checkbox"/>	ATS B-CR1				60252	MFCH	B011	Absorber room
<input type="checkbox"/>	ATS B-CR2				60249	MFCH	B011	Absorber room
<input type="checkbox"/>	ATS CR-EQ-RB				60182	MFCH	4105	SWITCHGEAR
<input type="checkbox"/>	ATS LS-R2				60177	MFCH	4105	SWITCHGEAR
<input type="checkbox"/>	ATS LS-R1				60175	MFCH	4105	SWITCHGEAR
<input type="checkbox"/>	ATS CR-RB				60173	MFCH	4105	SWITCHGEAR
<input type="checkbox"/>	ATS CR-RA				60172	MFCH	4105	SWITCHGEAR
<input type="checkbox"/>	ATS CR-RC				60170	MFCH	4105	SWITCHGEAR
<input type="checkbox"/>	ATS -ELEV 2				60116	MFCH	B041	ELEV MER
<input type="checkbox"/>	ATS -ELEV 1				60111	MFCH	B041	ELEV MER
<input type="checkbox"/>	ATS ACP-LS	ACP			71604	ACP	AB110	Emergency Electrical
<input type="checkbox"/>	ATS ACP-CR1				71603	ACP	AB110	Emergency Electrical
<input type="checkbox"/>	ATS ACP-CR2				71598	ACP	AB110	Emergency Electrical
<input type="checkbox"/>	ATS ACP-EQ1				71601	ACP	AB110	Emergency Electrical
<input type="checkbox"/>	ATS ACP-EQ2				71600	ACP	AB110	Emergency Electrical
<input type="checkbox"/>	ATS ACP-EQ3				71598	ACP	AB110	Emergency Electrical

□	ATS ACP-XRAY		71602	ACP	AB110	Emergency Electrical
□	ATS ACP-ELEV		71597	ACP	AB110	Emergency Electrical

11. REPLACEMENT OR OTHER RENTALS

12. A. In the event a generator cannot be placed back into service within 4 hours, or the Medical Center requires an additional generator for construction or other purposes, the contractor shall be capable of providing suitable rental equipment.

13. CONTRACTOR QUALIFICATIONS

a. The Contractors shall list the names of four (4) employees certified and/or authorized with at least five (5) years experience to service Equipment.

b. The Contractor shall list the name, telephone number, and business person of four clients for whom they currently supply the same or similar service in accounts of equal size and complexity to the Corporation

c. The Contractor shall maintain a principal Service Office within fifteen (25) miles of the Corporation for the term of the Agreement.

d. The Contractor has provided the Equipment Services for the last five years

SECTION IV: BID PROPOSAL

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 four (4) Customers to whom you currently inspect, repair and service the equipment listed in the Bid Specification or similar equipment. _____

8. List at least four (4) 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?

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

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

(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. _____

B. BID FORM

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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.

1. Base Bid Price (see pages 14 THROUGH 17 for description of units). The base price shall include two (2) semi-annual inspections of each facility diesel generator system, including all ancillary devices and analysis of fuel, coolant and oil samples. Complete written reports shall be prepared and submitted to the Corporation detailing the work performed and the conditions identified and the corrective action taken for each service call. The Base Contract Price shall be paid quarterly upon completion and receipt of appropriate documentation for equivalent completed work.

THIRTEEN GENERATORS AND ONE LIGHT PLANT AS SPECIFIED ABOVE \$ _____

66 SWITCHES AS SPECIFIED ABOVE \$ _____

TOTAL BASE \$ _____

PLUS

2. Nonstandard Parts (invoiced separately)

The sum of \$35,000.00 shall be allocated for nonstandard parts

As required, subject to the approval of the Corporation. \$ 35,000.00

PLUS

3. Additional Services (exclusive of nonstandard parts)

The sum of \$55,000.00 shall be allocated to cover

Additional Service, subject to the approval of the Corporation.

\$ 55,000.00

4. Total Bid Price from above. 1 + 2 + 3 = BID PRICE \$ _____

UNIT PRICE INFORMATION

Hourly rate for additional service, as requested by the Corporation:

Monday – Friday 8:00 A.M. – 4:00 P.M. \$ _____

Sunday and Holiday \$ _____

Times other than above \$ _____

C. NON-COLLUSION 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