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# INVITATION FOR BIDS

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**CONTRACT # WHN-P-6415**

## **BID SPECIFICATIONS**

### **WATER COOLED VAPOR COMPRESSION AND VAPOR ABSORPTION CHILLER PREVENTATIVE MAINTENANCE AND REPAIR SERVICES**

FOR

**MIDHUDSON REGIONAL HOSPITAL OF WMC  
WESTCHESTER MEDICAL CENTER**

**POUGHKEEPSIE, NEW YORK  
VALHALLA, NEW YORK**

**AND ADDITIONAL SCOPES OF SERVICES FOR:**

**GOOD SAMARITAN HOSPITAL  
HEALTH ALLIANCE HOSPITAL**

**SUFFERN, NEW YORK  
KINGSTON, NEW YORK**

**BID DATE: June 27, 2019**

# **NOTICE TO CONTRACTORS**

**CONTRACT NO. WHN-P-6415**

**FOR**

**WATER COOLED VAPOR COMPRESSION AND VAPOR ABSORPTION CHILLER  
PREVENTATIVE MAINTENANCE AND REPAIR SERVICES**

**AT**

**WESTCHESTER MEDICAL CENTER, VALHALLA, NY**

**AND**

**MIDHUDSON REGIONAL HOSPITAL OF**

**WESTCHESTER MEDICAL CENTER, POUGHKEEPSIE, NEW YORK**

*WITH ADDITIONAL SCOPES OF SERVICES FOR  
GOOD SAMARITAN HOSPITAL, SUFFERN, NY*

*&*

*HEALTH ALLIANCE HOSPITAL, KINGSTON, NY*

The WMC Health Network (“WMC Health” or the “Corporation”)<sup>1</sup> is issuing this Invitation for Bids (“IFB”) for **WATER COOLED VAPOR COMPRESSION AND VAPOR ABSORPTION CHILLER PREVENTATIVE MAINTENANCE AND REPAIR SERVICES** (the “Services”) at Westchester Medical Center, Valhalla, New York (“WMC Valhalla”) and MidHudson Regional Hospital of Westchester Medical Center, Poughkeepsie, New York (“MHRH”). WMC Valhalla and MHRH (each, a “site”, collectively “the PBC Sites”) are part of Westchester County Health Care Corporation, a New York State public benefit corporation. The agreement for Services at the PBC Sites shall be awarded to the Bidder submitting the lowest responsible Bid for each PBC Site. Bids submitted for the PBC sites will be read aloud at a public bid opening on the bid date as further described in this IFB.

In addition, WMC Health will be accepting bids, pursuant to this IFB for Services at Good Samaritan Hospital, Suffern, New York, and Health Alliance Hospital, Kingston, New York (each, a “site”, collectively “the Voluntary Sites”). The Voluntary Sites are each operated by not-for-profit corporations. The agreement for Services at the Voluntary Sites shall be awarded to the Bidder(s) submitting the Bid that presents the best value for each Voluntary Site. Bids for the Voluntary Sites are must be submitted on the Bid Date. However, bids submitted for the Voluntary Sites are not subject to public bid opening and will not be read aloud. The successful Bidder(s) for the Voluntary Sites will be notified by letter.

**SEALED BIDS TO FURNISH WATER COOLED VAPOR COMPRESSION AND VAPOR ABSORPTION CHILLER PREVENTATIVE MAINTENANCE AND REPAIR SERVICES FOR WMC HEALTH** (both the PBC Sites and the Voluntary Sites”) will be received and accepted by the Westchester Medical Center, Facilities Management Office at Macy Pavilion, Room E-004, 100 Woods Road, Valhalla, New York 10595 until **2:00 p.m., June 27, 2019**. Immediately thereafter, the bids submitted for the PBC Sites will be publicly opened and read aloud in the Facilities Management Conference Room. The successful Bidder(s) for the Voluntary Sites will be notified by letter.

**The Designated Contact for the Invitation for Bids (“IFB”) is: Michael Praskievicz, Program Manager, Facilities Department. All requests for information must be made in writing and should be sent via e-mail to Michael.Praskievicz@wmchealth.org. Please be advised that only the Designated Contact may discuss this IFB with potential or prospective Bidders.**

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<sup>1</sup>The term “Corporation” as used in this IFB shall refer to WMC Health and/or any of its constitute entities (i.e. Westchester Medical Center, Bon Secours Charity Health System (and each of its constituent facilities), and Health Alliance of the Hudson Valley, Inc.

Bidders' inspection of the Corporation's campuses will be by appointment at the various Facilities Management Offices listed hereinafter.

Westchester Medical Center Valhalla NY Campus  
100 Woods Road Valhalla NY 10595  
Contact Craig Fabian 914.493.6175 [craig.fabian@wmchealth.org](mailto:craig.fabian@wmchealth.org)

Health Alliance Hospital Mary's Avenue Campus  
105 Mary's Avenue Kingston NY 12401  
Contact Don Vedder 845.334.3085 [Don.Vedder@hahv.org](mailto:Don.Vedder@hahv.org)

MidHudson Regional Hospital  
241 North Road Poughkeepsie NY 12601  
Contact Gene Duignan 845.483.5427 [gene.duignan@wmchealth.org](mailto:gene.duignan@wmchealth.org)

Health Alliance Hospital  
396 Broadway Kingston NY 12401  
Contact Harold Castellano 845.334.4343 [harold.castellano@hahv.org](mailto:harold.castellano@hahv.org)

Good Samaritan Hospital  
255 Lafayette Ave Suffern NY 10901  
Contact Stephen Terrano 845.547.3199 [stephen.terrano@bshsi.org](mailto:stephen.terrano@bshsi.org)

The Corporation reserves all rights set forth in Section I of this IFB.

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: INFORMATION FOR BIDDERS**

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**A. INSTRUCTIONS FOR RESPONDING TO THIS BID SPECIFICATION:**

1. Prospective bidders must read this entire document. The Bidder must complete all sections of this bid and sign where indicated. Interested bidders should provide the designated contact [Michael.Praskievicz@WMCHHealth.org](mailto:Michael.Praskievicz@WMCHHealth.org) with contact information to include name, email and telephone so that they may be apprised of any addenda issued prior to bidding.
2. Submission of this Bid represents acceptance of all terms, conditions and prices contained herein, including but not limited to the General Clauses which shall become part of the Agreement between the awarded Bidder and the Corporation.
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. Bid Schedule:

Bid Release Date	5-30-19
Deadline for Submission of Questions	6-13-19
Release of Responses to Questions	6-20-19
Bid Submission	6-27-19
Bid Opening	6-27-19

5. Submission of Written Questions: All questions or requests for clarification concerning the IFB shall be submitted via e-mail to the Designated Contact by **June 13, 2019 by 4:00 PM**. No questions or requests for clarification will be accepted by telephone. Questions submitted by vendors and all WMC Health responses will be distributed to all prospective bidders by **June 20, 2019 by 4:00PM**. All questions regarding the Specifications of this bid should be emailed to Michael Praskievicz at [Michael.Praskievicz@wmchealth.org](mailto:Michael.Praskievicz@wmchealth.org)
6. Complete ALL Bid Forms. Failure to properly fill out the sections of this document may and can lead to rejection of your company's bid. All Bidders must quote prices for the Services being requested in the placed and formats indicated.

**You must complete ALL BID FORMS (i.e. Bid Forms A-G attached hereto).** Bids that do not contain a signed original of the Bidder's Non Collusive Bidding Certificate, a signed original Disclosure of Prior Non-Responsibility Determinations Form, and a signed original State Finance Law Affirmation a **will be rejected**. All Bid Forms requiring a signature must be completed and signed by a corporate officer or Principal of the Contractor.

7. Submission of Bids. COMPLETED BIDS MUST BE HAND DELIVERED OR SENT TO THE ADDRESS IDENTIFIED BELOW.

BID ENVELOPES MUST CLEARLY STATE ON THE OUTSIDE OF THE ENVELOPE:

- NAME OF THE BIDDER
- THE CONTRACT NUMBER SET FORTH ON THIS BID SPECIFICATION
- THE BID DUE DATE

**ALL COMPLETED BIDS MUST BE RECEIVED AND ACCEPTED AT THE CORPORATION'S FACILITIES DEPARTMENT AT WESTCHESTER MEDICAL CENTER, MACY PAVILION, ROOM E004, 100 WOODS ROAD, VALHALLA, NY 10595 PRIOR TO 2:00 P.M. ON JUNE 27, 2019. IMMEDIATELY THEREAFTER, THE BIDS SUBMITTED WILL BE PUBLICLY OPENED AND READ ALOUD IN THE FACILITIES MANAGEMENT CONFERENCE ROOM.**

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.

**B. DESIGNATED CONTACTS; BIDDER COMMUNICATION WITH CORPORATION**

8. State Finance Law Sections 139-j and 139-k (the “Procurement Requirements”) restrict communications between the Corporation and vendors responding to this Invitation for Bids (“IFB”). **EXCEPT AS OUTLINED BELOW, FROM THE DATE THIS IFB ISSUED UNTIL THE TENTATIVE AWARD AND APPROVAL OF ANY CONTRACT (THE “RESTRICTED PERIOD”) ALL COMMUNICATIONS BETWEEN VENDORS AND THE CORPORATION REGARDING THIS IFB, MUST BE CONDUCTED ONLY WITH REPRESENTATIVES IDENTIFIED BY THE CORPORATION AS “DESIGNATED CONTACTS.”**

The Designated Contacts for this IFB are:

**Michael Praskievicz**  
Program Manager, Facilities  
Westchester Medical Center  
100 Woods Road  
Valhalla, NY 10595  
[Michael.Praskievicz@wmchealth.org](mailto:Michael.Praskievicz@wmchealth.org)  
914-497-7451

**Scott Richter**  
Sr. Corporate Contracts Coordinator, Purchasing  
Westchester Medical Center  
100 Woods Road  
Valhalla, NY 10595  
[Scott.Richter@wmchealth.org](mailto:Scott.Richter@wmchealth.org)

9. A Bidder is restricted from making contacting representatives of the Corporation during the Restricted Period unless it is a contact that is included among certain statutory exceptions. Permissible Contacts include:
- (i) submission of written Bids;
  - (ii) submission of written questions to the designated contact when all written questions and responses are to be disseminated to all interested Bidders;
  - (iii) written complaints by a Bidder to the Corporation’s General Counsel regarding failure of Corporation staff to comply timely with the provisions of the Law;
  - (iv) participation in a bid conference or interviews;
  - (v) negotiations subsequent to tentative award;
  - (vi) review and debriefings of procurement awards; and
  - (vii) communications during bid complaints, protests or appeals.
10. The Corporation will record certain information about each time a Bidder contacts the Corporation during the Restricted Period. The Corporation will evaluate whether contacts by a Bidder during the Restricted Period were Permissible Contacts. This evaluation will be considered in connection with any determination of responsibility of the Bidder. Multiple violations of the rules described herein restricting communication between Bidders and the Corporation may result in prohibition of the Bidder from proposing on or obtaining governmental procurement contracts in the State of New York.

**C. CONTRACTOR QUALIFICATIONS & DOCUMENT SUBMISSION**

11. Contractor must provide with the Bid, profiles of at least four (4) personnel showing they are certified and/or authorized to service equipment covered under the contract.
12. Contractor shall provide with the Bid, a listing of at least three (3) other customers for whom they currently provide the same or similar service in accounts of equal or greater size and complexity.
13. Contractor must maintain a principal service office within fifteen (15) miles of WMC Health’s Valhalla campus.
14. Contractor must submit accurate and complete information in response to this IFB. Failure of any Bidder to timely certify or to disclose accurate and complete information or the submission of any intentionally false or

intentionally incomplete certification may result in the rejection of the Bid, any contract award or if a contract has been executed, the immediate termination of the contract.

**D. CORPORATION RESERVATION OF RIGHTS**

15. 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 IFB.
16. The Corporation further reserves the right to:
  - Reject any or all Bids or any portion thereof received in response to the IFB;
  - Withdraw the IFB at any time, at the Corporation's sole discretion;
  - Make an award under the IFB in whole or in part;
  - Pursue any or all of the Services described herein from alternate sources;
  - Disqualify a Bidder whose conduct and/or Bid fails to conform to the requirements of the IFB;
  - Seek clarifications and revisions of Bids;
  - Require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's Bid and/or to determine a Bidder's compliance with the IFB requirements;
  - Prior to the opening of Bids, amend the IFB specifications to correct errors or oversights, or to supply additional information about the services sought as such information becomes available;
  - Prior to the opening of Bids, direct Bidders to submit Bid modifications addressing subsequent amendments or addenda to the IFB;
  - Change any date set forth in this IFB;
  - Waive any informalities or any non-material requirements of the IFB;
  - Negotiate with the successful Bidder within the scope of the IFB in the best interests of the Corporation;
  - Require Bidders to submit best and final offers ("BAFOs");
  - Require that all offers be held open for a period of 120 days unless otherwise expressly provided for in writing.

**E. CONFIDENTIALITY OF BIDS**

17. 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.

**F. METHODS OF AWARD**

18. The contract for Services at WMC Health shall be awarded to the Bidder submitting the lowest responsible Bid. The bids will be opened publicly and read aloud on the bid date, as described in this IFB.
19. The agreement shall incorporate the terms, conditions contained herein including but not limited to the General Clauses. The Corporation will issue its own Agreement memorializing the terms contained herein and will not agree to sign any other document. All awarded Agreements must be properly signed and executed prior to payment for any services performed.

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## SECTION II: GENERAL CLAUSES

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### A. TERM & TERMINATION OF SUBSEQUENT AGREEMENT

1. **Term.** The term of the agreement awarded from this Bid Specification shall be for an initial term of one (1) year and shall commence on August 1, 2019 and terminate on July 31, 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 three (3) 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. **Termination by Corporation without Cause.** 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. **Termination by Corporation for Cause.** 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. **Prior Agreements Null and Void.** Any Bid submitted in response to this IFB and the Agreement arising out of this IFB shall override any previous agreements for these services, except as otherwise provided herein.

### B. RATES, QUOTE S, PRICES & PAYMENT

5. **Fixed Rates.** 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.
6. **No Exclusive; No Minimum Work.** 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.
7. **Other Fees and Charges.** Any references in this 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 and shall not be paid by the Corporation. The Corporation will **NOT** pay any boxing; crating, handling or insurance charges other than those identified in this Bid. No third party freight bill shall be paid or accepted by the Corporation.
8. **Tax Exempt Status.** Except for Hudson Valley Property Holdings (the operator of the Atrium Tower), the Corporation and each Site is exempt from 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 Department of Legal Affairs.
9. **Right of Corporation to Revise Specifications.** 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 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. **Invoicing.** Invoices for Services rendered under the Agreement shall be provided monthly to the accounts payable department serving the applicable Site, as further specified in the final agreement between the parties or otherwise in writing. All invoices submitted during each calendar year shall be numbered and be non-repeating. In no event shall final payment be made prior to the completion of all Services. Invoices are to be itemized with a detailed breakdown of any and all charges and must reference the contract number.
11. **Payment.** Corporation shall pay all properly submitted and undisputed invoices within ninety (90) days from the Corporation's receipt of Contractor's invoice.
12. **Expenses.** 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.
13. **Right to Audit.** 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 (18) months following termination of such Agreement.

**C. SERVICES**

14. **Warranty.** The Services shall be performed in a manner consistent with the generally recognized standards of persons regularly engaged in providing such services. The Contractor warrants that it possesses the requisite skill, knowledge, experience and resources to perform the Services required under the Agreement. Contractor warrants to the Corporation that any Services performed and any materials used by Contractor in connection with the Services shall be free from defects in workmanship and/or materials and agrees that any damage arising from any breach of this warranty shall promptly be remedied by Contractor at its sole expense. The Contractor shall be responsible for the timely performance and professional quality of all services provided by or through the Contractor under the Agreement.
15. **Scheduling.** The exact dates, times and locations for the provision of the Services will be mutually determined by the Parties and confirmed in writing.
16. **Equipment, Materials, and Supplies.**
  - a. Provision of Equipment, Material and Supplies. Contractor shall provide at its expense all tools, equipment, materials and supplies required in performing any Services hereunder, except for tools, equipment, material and supplies, if any, to be provided or paid for by the Corporation.
  - b. Use and Storage on Corporation's Premises. Any tools, equipment, materials, supplies or other personal property of Contractor used, held or stored on Corporation's premises shall be at the sole risk of Contractor and Corporation shall not be liable for any loss thereof or damage thereto for any reason whatsoever.
  - c. Material Safety Data Sheet; Hazardous Materials. All materials and supplies shall be clearly labeled and, if applicable, shall have the Material Safety Data Sheet affixed to the outside of the container. Contractor represents and warrants that it will not, at any time, store any hazardous materials on, in, or near Corporation's premises.
  - d. Removal of Equipment, Material and Supplies. Upon termination of this Agreement for any reason, Contractor shall immediately remove all of its property from the Corporation's premises and any property not so removed may be removed by the Corporation at Contractor's expense.
  - e. Custody of Corporation's Property. In the event that Contractor shall, by virtue hereof, have custody of any Corporation property, the Contractor shall be deemed to be an insurer thereof and shall be responsible for its safe return to Corporation. The Contractor shall carry any



insurance, at its expense, reasonably deemed necessary to cover any damage or loss of Corporation's property in the custody of Contractor.

17. **Background Check.** Contractor further agrees that all individuals employed or otherwise engaged by Contractor and assigned to provide Services on Corporation's premises hereunder ("Contractor Representatives") will be subject to a background check substantially similar to the inquiries made by the Corporation with respect to its own employees and that the Corporation has the right to deny any Contractor Representative access to its facilities based on the results of such inquiry.
18. **Conduct.** Contractor Representatives shall, at all times while present at Corporation's premises, comply with the lawful directives of Corporation's security personnel and administrative staff and Corporation's policies and procedures including but not limited to the Corporation's Code of Conduct. The Contractor shall promptly remove from the Corporation's premises any Contractor Representative whose conduct the Corporation reasonably determines to be objectionable.
19. **Restricted Access to Clinical Areas.** Contractor shall not access clinical areas of Corporation'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 premises, Contractor ensures that each Contractor Representative has submitted a certification, (in a form reasonably required by Corporation) signed by a licensed health care provider or certifies through Corporation'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 with a signed health clearance form or certification through Corporation's Contractor credentialing program prior to the arrival of any Contractor Representative at Corporation's premises for the provision of Services.
20. **Payment for Parking.** At Corporation's discretion and subject to availability, Contractor's staff and employees may to utilize Corporation parking facilities at the non-Corporation employee rates. If the Corporation determines that the Contractor Personnel 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.
21. **Independent Contractor.**
  - a. **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-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.
  - b. **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.
  - c. **Indemnification for Independent Contractors.** Contractor shall indemnify and hold harmless Corporation, its 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, its officers, employees and agents from and against any claim or action brought against Corporation, 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 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.

**D. PROPERTY DAMAGE**

22. **Restoration of Damage.** When or where any direct or indirect damage or injury is done to the Corporation's property by or on account of any act of omission, neglect or misconduct on the part of the Contractor in the execution of the Services, 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. 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.
23. **Contractor Equipment.** The Contractor shall assume full responsibility for the equipment employed in the execution of the Services hereunder and agrees to make no claims against the Corporation for damages to such equipment from any claims whatsoever.

**E. INDEMNIFICATION**

24. **Acts and Omissions.** 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 Services hereunder by the Contractor or third parties under the direction or control of the Contractor.

**F. INSURANCE REQUIREMENTS**

25. **Insurance.** (a) Prior to commencing Services, 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.

#### **G. HAZARDOUS CHEMICALS & MATERIALS**

26. 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.
27. 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.

28. 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  
Taylor Pavilion Room E-243  
Valhalla, New York 10595

Director, Facilities  
Westchester Medical Center  
Macy Pavilion Room E004  
Valhalla, New York 10595

29. 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.
30. 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.
31. The Contractor shall maintain proper training and information documentation for its employees. Copies of the training records shall be made available upon request.
32. 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.
33. 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.

#### H. CONFIDENTIALITY

34. **Confidential Information.** Contractor represents and warrants that all non-public information communicated by the Corporation to the Contractor in connection with the performance of the Services provided under this Agreement shall be regarded as confidential information, used only for the purposes of this Agreement, and in no event shall be disclosed to third parties, including Contractor's affiliates, partners, employees, agents, or representatives other than those listed herein, unless otherwise required by applicable law, judicial or administrative process, professional standards or a court or government agency of competent jurisdiction (other than as may be required for internal quality assurance, management, or legal review purposes) or if disclosure is in connection with litigation between the Parties arising hereunder. This Section shall not apply to information (i) developed by the receiving party without the use of or access to the disclosing party's proprietary information; (ii) that is or becomes publicly known without a breach of this Agreement; (iii) disclosed to the receiving party by a third party not required to maintain its confidentiality; or (iv) that is already known to the receiving party at the time of disclosure. 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.

35. **No Publication Without Consent.** 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 this Agreement. 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.

#### **I. COMPLIANCE WITH LAW**

36. **Generally.** 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, as applicable, and Worker's Compensation Law. 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. Contractor further warrants that it shall obtain and maintain in full force and effect all required permits, licenses and approvals from all applicable governmental authorities.
37. **Standards Applicable to Services, Equipment, Training, and Other Methods of Performance.** 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.
38. **Labor Laws.** 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.
39. **Hazardous Materials; Training.** 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.

#### **I. NON-DISCRIMINATION**

40. **No Discrimination.** (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 Services 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 Services 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 Services 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.
41. **MWBE Participation.** 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.
42. **Sexual Harassment Policy.** 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. 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. 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.

#### J. REPRESENTATIONS AND WARRANTIES

43. **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.
44. **Eligibility for Governmental Programs.** Contractor represents that (i) it has not been convicted of a criminal offense related to health care, and (ii) it is not currently listed by a state or federal agency as debarred, excluded or otherwise ineligible for participation in any state and/or federal funded health care programs. Contractor has conducted a search of the Excluded Parties List System on the System for Award Management website (<https://www.sam.gov/portal/SAM/#1>) or a search of the Exclusions Database on the Office of Inspector General website (<https://exclusions.oig.hhs.gov/default.aspx>) and has attached to this Agreement a print out of a "no search results," indicating that Contractor is not currently excluded. Contractor shall notify Corporation immediately, in writing, of any change in this representation during the term of this Agreement. Such change in circumstances shall constitute cause by Corporation to immediately terminate this Agreement. For purposes of this paragraph, Contractor is defined as the entity entering into this Agreement, and/or its principals, employees, directors and officers and shareholders (provided that if

Contractor is publicly traded, the term “Contractor” shall not include shareholders owning less than five (5%) percent of the outstanding share of the publicly traded entity).

45. **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.
46. **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.

#### **K. MISCELLANEOUS**

47. **Assignment.** 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.
48. **Governing Law.** This Bid Specification and the Agreement shall be governed by the laws of the State of New York regardless of any conflict of law rules. 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.
49. **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.
50. **Waiver.** 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.
51. **Headings.** 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.
52. **Severability.** 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.

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**SECTION III: SPECIFICATIONS**

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**A. Scope of Services**

1. Provide preventive maintenance and repair services, including standard parts and supplies (the “Services”) necessary to keep each piece of equipment listed below (collectively, the “Equipment), operating at design capacity.

		<b>MODEL</b>	<b>SERIAL</b>	<b>BUILDING</b>
Unit 1	York MaxE 1400 ton Centrifugal Chiller	YKNSNSK2-DBG	SBCM156130	Main Hospital Valhalla campus 100 Woods Road Valhalla NY
Unit 2	York MaxE 1400 ton Centrifugal Chiller	YKNSNSK2-DBG	SBCM156130	Main Hospital Valhalla campus
Unit 3	York MaxE 1400 ton Centrifugal Chiller	YKNSNSK2-DBG	SBCM156130	Main Hospital Valhalla campus
Unit 4	York 550 high pressure steam Absorption chiller	YPC ST-195-46-C- S-D	UKSM051805	Main Hospital Valhalla campus
Unit 5	York 550 high pressure steam Absorption chiller	YPC ST-195-46-C- S-D	UKSM052146	Main Hospital Valhalla campus
Unit 6	York 500 Ton Gas Fired Double-Pass Chiller	YPC FL-17S46- CSC	ULKM003026	Maria Fareri Children’s Hospital Valhalla Campus
Unit 7	York 500 Ton Centrifugal Chiller	YTH-1AEZ-CRZ	GBLM141870	Maria Fareri Children’s Hospital Valhalla Campus
Unit 8	York 500 Ton Gas Fired Double-Pass Chiller	YPC FL-17S46- CSC	ULKM00302?	Maria Fareri Children’s Hospital Valhalla Campus
Unit 9	York 500 Ton Absorption Chiller	YIA-ST-3B2-17-B- S	UAKMT 01123	Macy Pavilion Valhalla Campus
Unit 10	York 500 Ton Absorption Chiller	YIA-ST-3B2-17-B- S-C	UEPM023920	Macy Pavilion Valhalla Campus
Unit 11	Carrier 500 Ton Absorption Chiller	16JB-026	08605	Cedarwood Hall Valhalla Campus
Unit 12	York 575 Ton Absorption Chiller	ST-195-46-C-5-D	1154TA84769444	Ambulatory Care Pavilion Valhalla Campus (new May 2015)



Unit 13	York 575 Ton Centrifugal Chiller	YKFDFE-ESTGS	SBFM060160	Ambulatory Care Pavilion Valhalla Campus (new May 2015)
Unit 14	Carrier 500 Ton Screw Chiller	23XRV4242NRAA 50	0415Q24097	MidHudson Regional Hospital 241 North Road Poughkeepsie NY 12601
Unit 15	Carrier 500 Ton Screw Chiller	23XRV4242NRAA 50	0615Q24098	MidHudson Regional Hospital 241 North Road Poughkeepsie NY 12601
Unit 16	Carrier 250 Ton Screw Chiller	MN23XL2020EC60	Not listed	Health Alliance Hospital 105 Mary's Ave Kingston NY 12401
Unit 17	Carrier 350 Ton Screw Chiller	MN23XL4343ED60	Not Listed	Health Alliance Hospital 105 Mary's Ave Kingston NY 12401
Unit 18	York 600 Ton Centrifugal Chiller CH-1	YKJQJSP9-CSGS	Not Listed	Good Samaritan Hospital 255 Lafayette Ave Suffern NY 10901
Unit 19	York 600 Ton Centrifugal Chiller CH-2	YKJQJSP9-CSGS	Not Listed	Good Samaritan Hospital 255 Lafayette Ave Suffern NY 10901
Unit 20	York 600 Ton Centrifugal Chiller CH-3	YTJ3K3E2CSE	Not Listed	Good Samaritan Hospital 255 Lafayette Ave Suffern NY 10901
Unit 21	Trane 500 Ton Centrifugal Chiller 1	CHF485	L02E09682	Health Alliance Hospital 396 Broadway Kingston NY 12401
Unit 22	Trane 500 Ton Centrifugal Chiller 2	CHF485	L02E09664	Health Alliance Hospital 396 Broadway Kingston NY 12401
Unit 23	McQuay 155 Ton Reciprocating Chiller	WHR155EA12	58B8128301	Health Alliance Hospital 396 Broadway Kingston NY 12401

2. The Services shall include all tests, chemical analyses (refrigerant, solution, oil) and the reporting of the data required to monitor the condition of Equipment.
3. The Contractor shall provide the following services:
  - a. Six (6) monthly preventative maintenance inspections as described in this Bid Specification for each piece of Equipment during the cooling season (April-October).
  - b. Start-up maintenance and preventative maintenance inspection for each individual Centrifugal Chiller shall include (Start-up dates for each piece of Equipment shall be designated by Facilities Management with one week notice to Contractor):
    1. Complete check of all electrical interlocks or related components;
    2. Check of refrigerant approach;
    3. Check oil level;
    4. Check oil temperature and pressure controls
    5. Check low temperature and high pressure controls;
    6. Check unit control panel;

7. Check all sensors for proper accuracy;
  8. Check UCM operator display for proper operation;
  9. Check pressure and temperature of condenser and chilled water circuits. Adjust flow as necessary;
  - 10.. Check and calibrate inlet vane motor;
  11. Check operation of purge system;
  12. Advise operating personnel on correct operation and maintenance of system;
  13. Record start and run meter readings;
  14. Log purge minutes;
  15. Complete operation log on chiller
- c. Solution Samples from each individual Centrifugal Chiller – The Contractor shall take one (1) full oil sample and one (1) full refrigerant sample for analysis each time Services are performed and provide the Corporation’s Designated Representative a written report with recommendations. Solution samples shall be taken each July.
- d. Annual preventative (winter) maintenance for each individual Centrifugal Chiller shall include:
1. MAGNETIC STARTER – Check condition of main contracts, are shield and transformer and coils; check all overload protection devices; tighten all terminals; check voltage each leg; clean filters in solid state starter; and calibrate black box and meg overhaul;
  2. CENTRIFUGAL MOTOR – Tighten motor terminals; MEG motor – each leg and record; calibrate motor temp cut-out; check amperage – each leg and record; and check thrust bearing and impeller;
  3. OIL PUMP – Calibrate oil temp control; MEG oil pump motor and record; tighten motor terminals; change oil pump filter; check oil pump filter; check amperage – each leg and record; check voltage – each leg and record; and check starter/relay.
  4. UNIT SAFETY CONTROLS – Calibrate low temp and high press cut-outs and record; calibrate oil pressure switch setting and records and calibrate and adjust all safety controls and record;
  5. OPERATING CONTROLS – Calibrate and adjust all operating controls as necessary and record; calibrate and adjust all voltage and amperage meters as necessary; and calibrate or replace as necessary all chiller gauges;
  6. PRESSURE TEST COMPRESSOR – Check for leaks with electronic leak detector on entire system.
  7. OIL CHANGE – take simple of oil, perform chemical analysis by independent lab, submit results with recommended corrective action; drain oil and clean sump; clean all sight glasses; complete oil change including lubricant, subject to analysis;
  8. FREON SAMPLE – Take freon sample, provide chemical analysis and check for oil, submit results and provide corrective action; and add refrigerant as required and leak test entire system;
  9. PURGE UNIT – Perform purifier purge drum service complete with new filter drier cores; replace drug gasket; leak check purge system and repair any leaks found; perform purge control circuit test and check operation.
  10. OPERATING LOG - Complete operating log with building engineer; review previous log and make recommendations
  11. OPERATING AND MAINTENACE – Answer all inquiries regarding the maintenance and operation of the system
  12. REPORT TO FACILITIES MANAGEMENT DEPARTMENT – Provide written recommendation to Facilities Management office of additional service or repair deemed necessary for efficient operation;
  13. Record start, run and purifier meter readings.
  14. (ADD/ALT) Perform tube cleaning annually. Replacement gaskets for all tube sections shall be provided by contractor and included in the base bid price.
- e. Start-up maintenance and preventative maintenance inspection for the Absorption Chiller shall include (Start-up dates for each Equipment shall be designated by Facilities Manager with one week notice to Contractor):
1. Complete check of all electrical interlocks on related components;
  2. Check of refrigerant and solution levels;
  3. Check operating refrigerant flow;
  4. Check motor temperature safety device;
  5. Check and calibrate low temperature control;
  6. Check dilution timing relay;
  7. Check and clean motor cooling line strainer;
  8. Check solution and refrigerant pump motor amperage;
  9. Check all operating pressures and temperatures of chilled and condenser water circuits; check and calibrate steam valve operation.
  10. Check and calibrate condenser water bypass valve;

11. Test and calibrate all controls;
  12. Test and check operation of purge system;
  13. Check solution operating temperatures;
  14. Advise operating personnel on correct operation and maintenance of system;
  15. Record start and run meter readings.
- f. Solution Samples from Absorption Chiller – The Contractor shall pull one (1) lithium bromide sample and one (1) refrigerant water sample for analysis each time Services are performed and provide The Corporation’s Designated Representative with a written report with recommendations, Solution Samples shall be taken each July.
- g. Annual preventative (winter) maintenance for the **Absorption Chiller** shall include:
1. Measure and record machine vacuum;
  2. Vacuum test solution control valve for leaks. Replace gaskets and seats in initial contract year and every 2 years thereafter;
  3. Break machines with nitrogen, remove solution and refrigerant charge and store in barrels;
  4. Clean all sight glasses;
  5. Replace all service valve diaphragms and filters;
  6. SOLUTION AND REFRIGERANT PUMP INSPECTIONS – Disassemble solution and refrigerant pumps; clean all parts and re-circulation passages; check bearings, journal wearing rings, impellers, stator cans and rotor cans for wear, and replace as necessary; check for proper movement of springs and bearings; reassemble pumps with new bearings, gaskets and seals; check solution pump seals for leaks, perform MEG OHM test on each pump motor to determine condition of windings;
  7. Pressure with a mix of nitrogen and electronically leak test entire machine;
  8. Blow pressure and pull vacuum on machine;
  9. Analyze existing solution and recharge machine;
  10. Lubricate capacity control valve linkage;
  11. Dry run control circuit and adjust, if necessary
  12. Check dilution cycle time. Reset if required;
  13. Visually inspect starter overload heaters;
  14. CONTROLS – Calibrate all operating controls and cutouts; Check wiring and tighten connections on starter in panel;
  15. PURGE SYSTEM – Check purge pump and rebuild or replace all necessary; replace ball check valve and seat on purge; change purge pump oil; inspection of purge system, check for purge efficiency.
  16. STEAM SYSTEM – Inspect operation of steam valves and condensate return system;
  17. OPERATING LOG – Check operating log with building engineer;
  18. Provide written report of additional service or repair deemed necessary to Facilities Management Office
  19. Record run meter reading
  20. Record start meter reading

## B. Annual Training Sessions

As part of the Agreement, the Contractor shall provide an annual operation and maintenance training session during the Spring term of the Agreement on the proper use and function of the Equipment to a minimum of six (6) Corporation building Equipment operators. The Corporation shall give the Contractor two (2) week notice of the date of the training session.

## C. Service Calls

1. The Contractor shall furnish and maintain a telephone number for notification of “Emergency” Service Calls and Regular Service Calls on a twenty-four (24) hour, seven (7) day per week basis. The Corporation shall notify the Contractor as to whether the service call is an Emergency or Regular Service Call. This determination shall be in the exclusive discretion of the Corporation.
2. The Contractor shall respond to “Emergency” Service Calls by arriving at the job site within two (4) hours from the time the Contractor is notified by telephone.

3. The Contractor shall respond to Regular Service Calls by arriving at the job site within forty eight (48) hours from the time the Corporation notifies the Contractor by telephone.
4. The Contractor is aware and understands the critical need for the Equipment to the Corporation. In the event the Contractor fails to respond to any Service Call within the times specified in this Bid Specification, the Corporation can elect to substitute the Contractor to perform the Services to the Equipment and shall have the right to terminate the Agreement. In such event, the Contractor shall be liable for any costs and expenses associated to or related with the particular substituted service.

#### **D. Parts**

1. 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, including but not limited to, water head gaskets, service valves, pump bearings, pump gaskets, refrigerant, motor-compressor, diaphragms, bearings, seals, refrigerant, lubricant and nitrogen. These are defined as standard parts
2. Replacement parts not in the Contractor's inventory stock must be obtained within three (3) business days. These are defined as non-standard parts.
3. All parts shall be factory-approved replacement parts.
4. The Contractor shall perform additional services necessary to keep the Equipment operating a design capacity ("Additional Services"). The Additional Services shall include those services where the repair of the Equipment requires the replacement and/or repair of nonstandard parts. The Contractor shall invoice the Corporation for the hourly labor rate and cost of all nonstandard parts for such Additional Services.
5. The Contractor shall obtain the Corporation's written authorization prior to installing any parts, materials or supplies outside the scope of the Services under the Agreement.

#### **E. Contractor Qualifications**

1. The Contractor shall only employ trained and authorized service representatives to perform any of the Services described in this Bid Specification.
2. The Contractors shall list the names of four (4) employees certified and/or authorized with at least five (5) years' experience to service Equipment.
3. 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.
4. The Contractor shall purchase all parts for the Equipment directly from the manufacturer and maintain standard replacement parts, materials or supplies on inventory of the Contractor's Service Office.
5. The Contractor shall maintain a principal Service Office within fifteen (15) miles of the Corporation for the term of the Agreement.
6. The Contractor has provided the Equipment Services for the last five years.

#### **F. Required Reports**

1. For each day of Service, the Contractor shall submit a Service Report and Data Sheet to the Facilities Management Department at each respective site. The Service Report and Data Sheets shall be counter-signed by an authorized representative of the Corporation, when available. The Service Report and Data Sheet shall include the date, floor, room and type Services performed and shall be signed by the Contractor's service representative.

2. The Contractor shall provide an annual written survey of the operation of the systems with recommendations for improvements to provide a more dependable efficient system.

#### **G. Coordination of Work**

1. The Contractor shall coordinate all Services with the Corporation's Facilities Management Control Center at 493-7220. The Contractor shall give the Corporation forty-eight (48) hours' notice when necessary.
2. The Contractor shall perform Services on weekdays between 8:00 a.m. and 4:00 p.m., except for Emergency Service Calls. The Contractor shall also perform the Services at the time and days designated by the Corporation.
3. The Agreement shall **not** include Services for:
  - a. Any ancillary machinery which is not attached to the Equipment, including cooling towers, condenser pumps, chilled water pumps, fan systems, cooling coils, piping, and ductwork; or
  - b. System failure due to misuse, erosion, corrosion, or acts of nature; or
  - c. Tube failure parts and labor; or
  - d. Tower water treatment; or
  - e. Labor for cutting in Equipment shell if required for repair.

**SECTION IV**

**BID FORMS**

**FOR INVITATION FOR BIDS WHN-P-6415**

**CENTRIFUGAL, ABSORPTION AND OTHER CHILLERS PREVENTATIVE  
MAINTENANCE AND REPAIR SERVICES**

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

Failure of any Bidder to timely certify or to disclose accurate and complete information or the submission of any intentionally false or intentionally incomplete certification may result in the rejection of the Bid, any contract award, or if a contract has been executed, the immediate termination of the contract.

1. COMPANY NAME:

\_\_\_\_\_

2. COMPANY ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. COMPANY CONTACT:

\_\_\_\_\_

4. PHONE NUMBER & FACSIMILE NUMBER:

\_\_\_\_\_  
\_\_\_\_\_

5. FEDERAL ID OR SOCIAL SECURITY NUMBER:

\_\_\_\_\_

6. HOW MANY YEARS HAS THE FIRM BEEN IN BUSINESS?

\_\_\_\_\_

7. PLEASE RESPOND TO ALL QUESTIONS BELOW IN THE SPACES PROVIDED

List at least three comparable accounts for which you currently provide the same services.

(1)  
Name: \_\_\_\_\_  
Business Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Years of Service: \_\_\_\_\_  
Brief Description: \_\_\_\_\_

(2)  
Name: \_\_\_\_\_  
Business Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Years of Service: \_\_\_\_\_  
Brief Description: \_\_\_\_\_

(3)  
Name: \_\_\_\_\_  
Business Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Years of Service: \_\_\_\_\_  
Brief Description: \_\_\_\_\_

(4)  
Name: \_\_\_\_\_  
Business Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Years of Service: \_\_\_\_\_  
Brief Description: \_\_\_\_\_

List all lost accounts in which service, for whatever reason, were ended within the last two years and provide the names, contact persons, addresses, telephone numbers, years of service and brief description of services and reason for termination.

(1)  
Name: \_\_\_\_\_  
Business Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Years of Service: \_\_\_\_\_  
Brief Description: \_\_\_\_\_  
Reason for Termination: \_\_\_\_\_

(2)  
Name: \_\_\_\_\_  
Business Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Years of Service: \_\_\_\_\_  
Brief Description: \_\_\_\_\_  
Reason for Termination: \_\_\_\_\_

<p>(3)</p> <p>Name: _____</p> <p>Business Contact: _____</p> <p>Address: _____</p> <p>Telephone Number: _____</p> <p>Years of Service: _____</p> <p>Brief Description: _____</p> <p>Reason for Termination: _____</p>
<p>(4)</p> <p>Name: _____</p> <p>Business Contact: _____</p> <p>Address: _____</p> <p>Telephone Number: _____</p> <p>Years of Service: _____</p> <p>Brief Description: _____</p> <p>Reason for Termination: _____</p>
<p>(5)</p> <p>Name: _____</p> <p>Business Contact: _____</p> <p>Address: _____</p> <p>Telephone Number: _____</p> <p>Years of Service: _____</p> <p>Brief Description: _____</p> <p>Reason for Termination: _____</p>
<p>(6)</p> <p>Name: _____</p> <p>Business Contact: _____</p> <p>Address: _____</p> <p>Telephone Number: _____</p> <p>Years of Service: _____</p> <p>Brief Description: _____</p> <p>Reason for Termination: _____</p>
<p>(7)</p> <p>Name: _____</p> <p>Business Contact: _____</p> <p>Address: _____</p> <p>Telephone Number: _____</p> <p>Years of Service: _____</p> <p>Brief Description: _____</p> <p>Reason for Termination: _____</p>
<p>(8)</p> <p>Name: _____</p> <p>Business Contact: _____</p> <p>Address: _____</p> <p>Telephone Number: _____</p> <p>Years of Service: _____</p> <p>Brief Description: _____</p> <p>Reason for Termination: _____</p>



8. Please provide copies of OSHA citations received and any explanatory information or documentation.

**OWNERSHIP, MANAGEMENT, AFFILIATION**

9. Identify each person who is, or has been within the past five years, an owner of 5.0% or more of the firm's shares, or one of the five largest shareholders or a director, an officer, a partner or a proprietor. Joint ventures: provide information for all firms involved. Fill in name, % owned, office held; indicate by checking Yes or No whether director, officer or partner:

First Name	Last Name	Date of Birth	% Owned	Director		Officer		Title	Partner	
				Yes	No	Yes	No		Yes	No

10. Identify any other firms in which, now or in the past five years, the firm or any of the individuals listed in question six above, either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or as a director, officer, partner or proprietor of said other firm:

Federal ID No.	% Owned	Firm/Company Name	Firm/Company Address

11. Identify any affiliate not listed in your answers to questions 9 and 10. For purposes of this question your firm and another are affiliates when, either directly or indirectly, one controls or has the power to control the other, or a third party or parties controls, or has the power to control both:

Federal Id No.	Company Name	Address

13. Identify any and all shareholders, directors, officers, owners, partners, or proprietors in common between your firm and any firm listed in response to questions 9, 10 or 11:

Federal ID No.	First Name, Last Name	Position	Other Firm

--	--	--	--

14. Average Sales for Firm's Previous 3 Fiscal Years

Gross Sales for Firm's Previous 3 Fiscal Years:		Estimated total value of uncompleted work on outstanding contracts)	
YEAR	Amount	YEAR	Amount

15. Has the firm, or any firm listed in response to questions 9, 10 or 11, defaulted or been terminated on, or had its surety called upon to complete, any contract awarded within the past five years? NO  YES

If YES, give date(s), customer(s), project(s), and describe including the result:

---



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16. For all contracts within the past five (5) years list and describe all liens or claims over \$25,000 filed against the firm and remaining undischarged or unsatisfied for more than 90 days;

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**FINANCIAL INFORMATION**

17. Attach a copy of the firm's most recent annual financial statement and accompanying notes or complete the attached Financial Questionnaire.

18. For the purpose of this Bid, is any other person, or entity guaranteeing the performance of, or otherwise providing financial assistance to your company? If so, state the form of assistance and list the name/firm and federal tax identification of each person or entity.

Form of Assistance	Individual Name	Company Name	Federal ID No.	Address

**OTHER INFORMATION**

19. Within the past five years has the firm, any affiliate, any predecessor company or entity, or any person identified in question 10 above been the subject of any of the following: (respond to each question and describe in detail the circumstances of each affirmative answer; attach additional pages if necessary):

		Yes	No
A.	A judgment of conviction for any business-related conduct constituting a crime under local, state or federal law?		
B.	A criminal investigation or indictment for any business-related conduct constituting a crime under local, state or federal law?		
C.	A grant of immunity for any business-related conduct constituting a crime under local, state or federal law?		
D.	A federal, state or local suspension or debarment?		
E.	A rejection of any bid for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?		
F.	A rejection of any proposed subcontract for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?		
G.	An OSHA Citation and Notification of Penalty containing a violation classified as serious?		
H.	An OSHA Citation and Notification of Penalty containing a violation classified as willful?		
I.	A prevailing wage or supplement payment violation?		
J.	A State Labor Law violation deemed willful?		
L.	Any other federal, state or local citations, Notices, violation orders, pending administrative hearings or proceedings or determinations of a violation of any labor law or regulation?		
M.	A consent order with the NYS Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local environmental laws?		
N.	Any bankruptcy proceeding?		
O.	Any suspension or revocation of any business or professional license?		
P.	Any citations, Notices, violation orders, pending administrative hearings or proceedings or determinations of a violation of		
	Federal, state or local health laws, rules or regulations?		
	Unemployment insurance or workers compensation coverage or claim requirements		
	Federal, state or local human rights laws		

**FINANCIAL QUESTIONNAIRE**  
**(In lieu of Audited Financial Statements)**

As of (date): \_\_\_\_\_

**ASSETS**

Current Assets

- |  |          |          |  |
|--|----------|----------|--|
| 1. Cash  |          | \$ _____ |  |
| 2. Accounts receivable - less allowance for doubtful accounts            | \$ _____ |          |  |
| Retainers included in accounts receivable                                | _____    |          |  |
| Claims included in accounts receivable not yet approved or in litigation | _____    |          |  |
| Total accounts receivable  | _____    |          |  |
| 3. Notes receivable - due within one year                                |          | _____    |  |
| 4. Inventory - materials   |          | _____    |  |
| 5. Contract costs in excess of billings on uncompleted contracts         |          | _____    |  |
| 6. Accrued income receivable   |          |          |  |
| Interest   | _____    |          |  |
| Other (list) _____   | _____    |          |  |
| _____  | _____    |          |  |
| Total accrued income receivable  | _____    |          |  |
| 7. Deposits  |          |          |  |
| Bid and plan _____   | _____    |          |  |
| Other (list) _____   | _____    |          |  |
| _____  | _____    |          |  |
| Total deposits   |          | _____    |  |
| 8. Prepaid Expenses  |          |          |  |

Income Taxes	_____
Insurance	_____
Other (list) _____	_____
_____	_____
Total prepaid expenses	_____

9. Other current Assets

(list) _____	_____
_____	_____
Total other current assets	_____

10. Total Current Assets

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

11. Investments

Listed securities-present market value	_____
Unlisted securities-present value	_____
Total investments	_____

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

12. Fixed Assets

Land	_____
Building and improvements	_____
Leasehold Improvements	_____
Machinery and equipment	_____
Automotive equipment	_____
Office furniture and fixtures	_____
Other (list) _____	_____
_____	_____

Total \$ \_\_\_\_\_

Less: accumulated depreciation \_\_\_\_\_

Total fixed assets - net \_\_\_\_\_

13. Other Assets

Loans receivable	- officers	_____	
	- employees	_____	
	- shareholder	_____	
Cash surrender value of officers' life insurance		_____	
Organization expense - net of amortization		_____	
Notes receivable - due after one year		_____	
Other (list)	_____	_____	
	_____	_____	
Total Other Assets			_____

14. TOTAL ASSETS

=====

LIABILITIES

Current Liabilities

15. Accounts payable		\$ _____
16. Loans from shareholders - due within one year		_____
17. Notes payable - due within one year		_____
18. Mortgage payable - due within one year		_____
19. Other payables - due within one year		
(list)	_____	\$ _____
	_____	_____
Total other payables - due within one year		_____
20. Billings in excess of costs and estimated earning		_____
21. Accrued expenses payable - salaries and wages		_____
- payroll taxes		_____
- employees' benefits		_____

- insurance	_____		
- other	_____		
Total accrued expenses payable		_____	
22. Dividends payable		_____	
23. Income taxes payable			
- state	_____		
- federal	_____		
- other	_____		
Total income taxes payable		_____	
24. Total Current Liabilities			\$ _____
25. Deferred Income Taxes Payable			
- state	_____		
- federal	_____		
- other	_____		
Total deferred income taxes			_____
26. Long Term Liabilities			
Loans from shareholders - due after one year	_____		
Notes payable - due after one year	_____		
Mortgage - due after one year	_____		
Other payables - due after one year	_____		
(list) _____	_____		
_____	_____		
Total long term liabilities			_____
27. Other Liabilities			
(list) _____	_____		
_____	_____		
Total other liabilities			_____
28. TOTAL LIABILITIES			=====

NET WORTH

29. Net Worth (if proprietorship or partnership)		\$ _____
30. Stockholders' Equity		
Common stock issued and outstanding	\$ _____	
Preferred stock issued and outstanding	_____	
Retaining earnings	_____	
Total	_____	
Less: Treasury stock	_____	
31. TOTAL STOCKHOLDERS' EQUITY		_____
32. TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY		=====

**NOTE: IF ADDITIONAL SPACE IS REQUIRED, PLEASE NOTE AND ATTACH SCHEDULE TO STATEMENT**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

\_\_\_\_\_  
Name of Company

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

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



**B. BID FORM**

THE PRICES QUOTED IN THIS BID FORM, IF ACCEPTED SHALL BE CONSIDERED GUARENTEED, 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 FOR THE CENTRIFUGAL AND ABSORPTION CHILLERS AND PREVENTTTIVE MAINTENANCE & REPAIR SERVICES.

1. **Base Bid Price** (see page 19 for description of units)

	<b>PRICE</b>
Unit 1	
Unit 2	
Unit 3	
Unit 4	
Unit 5	
Unit 6	
Unit 7	
Unit 8	
Unit 9	
Unit 10	
Unit 11	
Unit 12	
Unit 13	

TOTAL BASE BID \$\_\_\_\_\_

**PLUS**

2. Nonstandard Parts (invoiced separately)

The sum of \$10,000.00 shall be allocated for nonstandard parts As required, subject to the approval of the Corporation.

\$10,000.00

**PLUS**

3. Additional Services (exclusive of nonstandard parts)

The sum of \$20,000.00 shall be allocated to cover Additional Service, subject to the approval of the Corporation.

\$20,000.00

**PLUS**

4. Addition for annual winter tube cleaning \_\_\_\_\_

**Total Bid Price from above. 1 + 2 + 3 + 4 = 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. BIDDERS DECLARATIONS AND NON-COLLUSIVE CERTIFICATE**

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:

- A. All information identified in this bid is true, accurate and complete; and
- B. The prices in this bid have been arrived at independently, without collusion, consultation, communication or agreement for the purpose of restricting competition, as too any matter relating to such prices with any other Bidder or with any competitor, and
- C. 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
- D. 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.
- E. Bidder has informed itself fully of the conditions relating to the Services to be performed and acknowledges that the failure to do so will not relieve a successful bidder of the obligation to furnish all material and labor necessary to carry out the provisions of the contract documents and to complete the contemplated Services for the consideration set forth in his bid.
- F. The undersigned bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form referenced in the bidding documents and to perform all Services as specified or indicated in the bidding documents for the prices and within the times indicated in this bid and in accordance with the other terms and conditions of the bidding documents.
- G. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Services.
- H. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Services.
- I. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Contract Documents.
- J. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Services or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- K. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Services at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

- L. Bidder is aware of the general nature of Services to be performed by Corporation and others at the Site that relates to the Services as indicated in the Bidding Documents.
- M. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the bidding documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- N. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Services for which this Bid is submitted.
- O. Bidder has examined and carefully studied the Bidding Documents; the other related data identified in the Bidding Documents, and the following Addenda, receipt of all of which is hereby acknowledged.

Addendum No.

Addendum Date

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*(Print Title)*

**D. Disclosure of Prior Non-Responsibility Determinations**  
**NEW YORK STATE FINANCE LAW § 139-j AND § 139-k**

In accordance with New York State Finance Law § 139-k, a Bidder must disclose whether it has been subject to a finding of non-responsibility within the previous four (4) years by a Government Entity<sup>2</sup> due to: (a) a violation of New York State Finance Law § 139-j; or (b) the intentional provision of false or incomplete information to a Governmental Entity. This form is to be completed and submitted by the individual or entity seeking to enter into a contract pursuant to this IFB.

Name of Bidder: \_\_\_\_\_

Bidder Address: \_\_\_\_\_

\_\_\_\_\_

Name and Title of Person Submitting this Form: \_\_\_\_\_

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

1. Has any Government Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the contract awarded in connection with this procurement in the previous four (4) years?

Yes\_\_

No\_\_

If yes, please answer the following questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law § 139-j?

Yes\_\_

No\_\_

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?

Yes\_\_

No\_\_

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

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-Responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Add additional pages as necessary)

**Signature:** \_\_\_\_\_

<sup>2</sup> “Governmental entity” means: (1) any department, board, bureau, commission, division, office, council, committee or officer of the State of New York, whether permanent or temporary; (2) each house of the state legislature; (3) the unified court system; (4) any public authority, public benefit corporation or commission created by or existing pursuant to the public authorities law; (5) a public authority or public benefit corporation, at least one of whose members is appointed by the governor or who serves as a member by virtue of holding a civil office of the state; (6) municipal agency, as that term is defined in paragraph (ii) of subdivision (s) of section one-c of the New York State Legislative Law; or (7) a subsidiary or affiliate of such a public authority.

**E. State Finance Law Affirmation**

**NEW YORK STATE FINANCE LAW § 139-j AND § 139-k**

**The Bidder hereby affirms that:**

1. The Bidder understands and agrees to comply with the procedures of Corporation relating to restricted communications during the procurement process as required by New York State Finance Law §§ 139-j(3) and 139(j)(6)(b); and
2. All information provided to Corporation by Bidder in response to this IFB, including but not limited to information concerning compliance with New York State Finance Law § 139-j and § 139-k, is complete, true, and accurate.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Bidder Name: \_\_\_\_\_

Bidder Address: \_\_\_\_\_  
\_\_\_\_\_

## F. Diversity Practices Questionnaire

I, \_\_\_\_\_, as \_\_\_\_\_ (title) of \_\_\_\_\_ firm or company (hereafter referred to as the company), swear and/or affirm under penalty of perjury that the answers submitted to the following questions are complete and accurate to the best of my knowledge:

1. Does your company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives? Yes or No

If Yes, provide the name, title, description of duties, and evidence of initiatives performed by this individual or individuals.

2. What percentage of your company's gross revenues (from your prior fiscal year) was paid to New York State certified minority and/or women-owned business enterprises as subcontractors, suppliers, joint-venturers, partners or other similar arrangement for the provision of goods or services to your company's clients or customers?

3. What percentage of your company's overhead (i.e. those expenditures that are not directly related to the provision of goods or services to your company's clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to New York State certified minority- and women-owned business enterprises as suppliers/contractors?<sup>3</sup>

4. Does your company provide technical training<sup>4</sup> to minority- and women-owned business enterprises? Yes or No

If Yes, provide a description of such training which should include, but not be limited to, the date the program was initiated, the names and the number of minority- and women-owned business enterprises participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs.

5. Is your company participating in a government approved minority- and women-owned business enterprise mentor-protégé program?

If Yes, identify the governmental mentoring program in which your company participates and provide evidence demonstrating the extent of your company's commitment to the governmental mentoring program.

6. Does your company include specific quantitative goals for the utilization of minority- and women-owned business enterprises in its non-government procurements? Yes or No

If Yes, provide a description of such non-government procurements (including time period, goal, scope and dollar amount) and indicate the percentage of the goals that were attained.

7. Does your company have a formal minority- and women-owned business enterprise supplier diversity program? Yes or No

If Yes, provide documentation of program activities and a copy of policy or program materials.

8. Does your company plan to enter into partnering or subcontracting agreements with New York State certified minority- and women-owned business enterprises if selected as the successful respondent? Yes or No If Yes, complete an Utilization Plan (Form Available Upon Request)

Signature of Owner/Official \_\_\_\_\_

Printed Name of Signatory \_\_\_\_\_

Title \_\_\_\_\_

Name of Business \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

<sup>3</sup> Do not include onsite project overhead.

<sup>4</sup> Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to soft skills, which are transferable.



**Westchester**  
MEDICAL CENTER  
 Solicitation: WHN-P-6415

## G. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES QUESTIONNAIRE

As part of WMC Health’s program to encourage the participation of minority and women owned business enterprises (“M/WBEs”), we request that you answer the questions listed below. If you do not respond, we will assume that you are not an M/WBE.

A minority owned business enterprise is defined as a business of which 51% or more is owned by minorities or, in the case of a publicly owned business, 51% or more of the voting power in shares of the corporation is owned by minorities. Minorities are defined as Blacks, Hispanics, Asians, American Indians, Eskimos and Aleuts. A women owned business enterprise is defined as a business in which women who are U.S. citizens own at least 51% of the firm, or in the case of a publicly owned business, at least 51% of the stock is owned by citizens or permanent resident aliens who are women.

**QUESTIONS:**

**Name of Business:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- |   |   |
|---|---|
| <p>1. Are you a minority owned business:</p> <p>If yes, what is your minority group?</p> <p>If yes, what percentage of ownership or voting authority of your business is held by members of a minority?</p> | <p>Yes _____ No _____</p> <p>Answer: _____</p> <p>_____%</p>  |
| <p>2. Are you a women owned business:</p> <p>If yes what percentage of ownership or voting authority of your business is held by women?</p>   | <p>Yes _____ No _____</p> <p>_____%</p>   |
| <p>3. Please provide the name and percentage of ownership held by each minority and/or women owner.<br/>Please add additional sheets if necessary.</p>  | <p><b>Name of Owner and Percentage Ownership:</b> _____</p> <p><b>Name of Owner and Percentage Ownership:</b> _____</p> |
| <p>4. Is your business certified as an M/WBE by the New York State Division of Minority and Women-Owned Business Development:</p>   | <p>Yes _____ No _____</p>   |

**Name of Business:** \_\_\_\_\_

**Signature:** \_\_\_\_\_  
 \_\_\_\_\_

(Print Name)