

Richmond University Medical Center

TRANSITIONAL GRANT

RFP NO.1607010255

STATEWIDE HEALTHCARE FACILITY
TRANSFORMATIONAL PROGRAM

CONTROL NUMBER: 657 CASTLETON AVENUE

REQUEST FOR PROPOSALS

TO PROVIDE

GENERAL CONSTRUCTION

FOR THE

**FIRST FLOOR INTERIOR RENOVATIONS AND
MODIFICATIONS TO EXTERIOR RAMP
TO ACCOMMODATE RELOCATION OF FINANCE
DEPARTMENT OFFICES TO
657 CASTLETON AVENUE, STATEN ISLAND, NY**

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1. SECTION I — BACKGROUND/PURPOSE OF THE RFP

- A.** Richmond University Medical Center (RUMC), is a 470+ bed healthcare facility and teaching institution in the areas of acute, medical and surgical care, including emergency care, surgery, minimally invasive laparoscopic and robotic surgery, gastroenterology, cardiology, pediatrics, podiatry, chronology, urology, oncology, orthopedics, neonatal intensive care and maternal health. The Medical Center earned The Joint Commission’s Gold Seal of Approval® for quality and patient safety.

RUMC is a Level I Trauma Center and designated stroke center, receiving top national recognition from the American Heart Association/American Stroke Association. The state-of-the-art cardiac catheterization lab has PCI capabilities for elective and emergent procedures in angioplasty. RUMC maintains a wound care/hyperbaric center and a sleep disorder center on site at its main campus. The center also offers behavioral health Services, encompassing both inpatient and outpatient Services for children, adolescents and adults, including emergent inpatient and mobile outreach units. RUMC is the only Staten Island healthcare facility that offers inpatient psychiatric Services for adolescents. With over 2,500 employees, RUMC is one of the largest employers on Staten Island. For more detailed information please see the RUMC website, www.rumcsi.org.

- B.** RUMC is embarking upon a competitive process to obtain a General Contractor that can provide interior renovation work for RUMC’s off-site facility located at 657 Castleton Avenue, Staten Island. The contractor acknowledges and agrees that Services it provides under this Agreement will be in conformity with the terms, conditions and requirements of the Transformational Grant No. RFA-1607010255 contract between RUMC and New York State, a copy of which is attached and incorporated herein by reference.
- C.** RUMC is seeking to enter into an agreement for the entire project. The scope of the project is to include all scope as noted on attached construction drawings and specifications.
- D.** The General Contractor must be capable of meeting RUMC's requirements as outlined in the Scope of Services/Scope of Work. The ultimate decision for selecting a General Contractor shall be made by the Evaluation Committee using criteria included in this RFP to determine the ability of the General Contractor to provide the Services requested.
- E.** All technical questions should be submitted in writing. Proposals must be received at the address listed no later than the date and time listed below. No late or unsealed proposals will be accepted.

2. **SECTION II - RFP TIMETABLE**

Release Date for Request for Proposal: Tuesday, July 8, 2020

Proposal Due Date: Monday, July 20, 2020, 3pm

Mandatory Proposers Conference: Monday, July 13, 2020, 10am

Main Entrance
657 Castleton Avenue
Staten Island, NY 10301
10am

Evaluation:

There shall be an Evaluation Committee that shall select a firm based on criteria included in this RFP.

Contact Person:

Any questions regarding this RFP should be addressed in writing to:

Jorge Negron
Administrative Director, Supply Chain Management
Richmond University Medical Center
355 Bard Avenue
3rd Floor Villa Building
Staten Island, NY 10310
Phone: (718) 818-3836
Fax: (718) 818-2034
Email: jnegron@rumcsi.org

All RFI's must be received in writing via e-mail prior to end of business day on Wednesday, July 15, 2020. Proposals must be submitted in accordance with the requirements of this RFP by Monday, July 20, 2020, 3pm. Late proposals shall not be accepted.

3. **SECTION III - SCOPE OF SERVICES/SCOPE OF WORK**

See Attachment – ATTACHED CONSTRUCTION DOCUMENTS AND SPECIFICATIONS.

4. SECTION IV — PROPOSAL PROCEDURES AND REQUIREMENTS

Proposals must be submitted via mail or delivery and must include the following:

Proposal Package Submission Requirements.

- 1) **Proposal Packages:** must be delivered by mail or courier to Jorge Negron by July 20, 2020, 3pm and must include the following:
 - a) One (1) USB Flash of the Proposal Package that include each of the following:
 - b) All required forms, contract exception requests, and the consultant’s proposal. All documents must be scanned or provided in electronic format (E.g., PDF) and provided on a thumb drive at the time of proposal submission.
 - c) One (1) set of originals.
 - d) Five (5) printed copies.
 - e) *Late or incomplete submissions will not be considered.*
 - f) All applicants are required to attend the mandatory proposer's conference on Monday, July 13, 2020 at 10:00 am.
 - g) Fee Proposal.
- 2) **Proposal Elements:**
 - a) **Proposal Cover letter** submitted to Jorge Negron, signed by an individual authorized to enter into a contract. The letter should be dated.
 - b) **Title page** should include the proposal title “Request for Proposals to Provide Expert Consulting Services for Disaster Response, Recovery, and Management, RUMC’s document control number (657 Castleton Avenue), and name, address, tax ID number, phone number and email for principal contact.
 - c) **Executive Summary** should provide an overview of the bidder’s proposal.
 - d) **Cost Proposal** shall provide the All-Inclusive Hourly Rates by discipline and title.
 - e) **Firm Background and Organization** should include a description of the company and resumes for staff assigned to the project.
 - f) A list of similar engagements and client references which demonstrate your firm’s expertise in working with hospital licensed under Article 28 and Article 31 of New York State Public Health Law, of comparative size, complexity and cost, together with documentary evidence showing that said projects were completed to the Owner’s satisfaction and were completed in a timely manner.
 - g) **Required Forms:**
Minimum Qualifications Bid Form, Attachment C, must be completed, signed, and submitted with the proposal. Failure to do so will result in disqualification of the proposal.
 - h) **Cost Proposal.** Proposers will be held to a total not-to-exceed total price
- 3) **Exceptions to Contract Terms and Conditions.** RUMC will only consider minimal changes to the RUMC contract terms [Attachment D]. Firms must provide any exceptions that they request to the RUMC standard contract. There must be strong justifications for changes.

- 4) **Evaluation Criteria.** Proposers must demonstrate minimum qualifications by completing the "Minimum Qualifications Questionnaire" (Attachment C). Only those firms meeting or exceeding these minimum standards shall be evaluated. Qualified firms will be evaluated based on the following (in order of priority):
- a) **Depth and technical expertise of staff.**
Does the General Contractor have the resources available to do the required construction work.
 - b) **Cost.**
Ability to provide needed Services in a cost-effective manner.
 - c) **Demonstrated knowledge of hospital building infrastructure, equipment, space adjacencies and operations.**
Evaluation will be based on the consultant's prior engagements with health care facilities and/or systems and the experience of consulting personnel.
 - d) **References.**
Four (4) relevant references must be provided with contact
 - e) **Best and Final Offer.**
After evaluation, RUMC retains the right to request a best and final cost proposal to ensure competitive pricing.

5) PROPOSAL EVALUATION PROCEDURES

- 1) **Evaluation Committee** The Evaluation Committee:
- a) Shall be comprised of a minimum of three (3) persons who will evaluate the components of this solicitation.
 - b) Shall evaluate and rate all proposals meeting the Minimum Qualification Requirements. All proposals will be evaluated in accordance with the criteria described in Section IV.
 - c) Will make a determination to:
 - (1) Award a contract based on initial proposals from all or a "short list" of proposers;
 - (2) Or, conduct discussions/negotiations with all or a "short list" of proposers.
 - d) May require proposers to give oral or visual presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein.
 - e) Reserves the right to waive or modify any mistakes in proposals, if it is in the best interest of RUMC that are deemed by the Evaluation Committee to be not material.
 - f) Shall award a contract to the highest rated proposer based on the evaluation factors set forth in the RFP subject to RUMC's right to reject all proposals.
- 2) **Minimum Qualification Requirements** (Pass/Fail): The Evaluation Committee shall evaluate all proposals received on or before the Proposal Due Date and Time and at the location specified in the RFP to determine whether the proposers meet the Minimum Qualification Requirements as set forth below. Proposers must meet the minimum qualifications stated in Attachment C.

SECTION V – CONTRACT, PAYMENT, AND TERM OF CONTRACT:

- a) **CONTRACT TERM:** The term of the contract shall be for a period of six (6) months with any renewals at the option of RUMC.
- b) **CONTRACT PROVISIONS:** The contract to be entered into between the selected proposer and RUMC shall contain negotiated provisions based upon the specific requirements set forth in this RFP and the selected firm's proposal, as well as RUMC's General Contract Provisions. Attached [Attachment "D"] is a sample contract that RUMC customarily uses. Articles 1-3 will reflect the business terms as finally negotiated. Articles 4, et seq., are RUMC's required legal terms; proposers must identify any exceptions to any of these terms (see Section IV.A.9., above). In addition, the contract will include a Business Associate Agreement ("BAA") if RUMC determines that it is required for compliance with the privacy standards and other requirements relating to protected health information as defined in the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Please note that the BAA, if required, is nonnegotiable and must be executed as drafted.
- c) **PAYMENT:** The selected firm shall be paid per tasks/deliverables and paid upon the completion, and submission of an AIA invoice once reviewed and approval of the tasks/deliverables is made.
- d) **DOCUMENT OWNERSHIP:** All documents produced for RUMC will become the property of Richmond University Medical Center.

SECTION VI - GENERAL INFORMATION

- 1) **STATUS OF INFORMATION** RUMC shall not be bound by any oral or written information released prior to the issuance of the RFP. RUMC shall not be bound by any oral or written representations, statements or explanations other than those made 1) in this RFP, or 2) in formal written addenda issued to this RFP.
- 2) **COMMUNICATION WITH RUMC** Proposers are advised that, from the date this RFP is issued until the award of the contract, no contact with RUMC or other RUMC personnel related to this solicitation is permitted, except with Jorge Negrón, Administrative Director, Supply Chain Management, who has been designated as the contact person in writing.
- 3) **PROPOSER INQUIRIES** All inquiries regarding this solicitation shall be addressed to the contact person named in this proposal. All substantive questions should be sent in writing to the contact person. The contact person may orally respond to inquiries of a non-substantive nature. Proposers are advised that RUMC cannot ensure a response to inquiries received later than ten (10) calendar days prior to the Proposal Due Date.
- 4) **ADDENDA TO THE RFP** RUMC shall issue responses, in the form of written addenda, to inquiries related to substantive issues and any other corrections or amendments to the RFP it deems necessary prior to the Proposal Due Date. It is the proposer's responsibility to assure receipt of all addenda. The proposer should verify with the designated contact person prior to submitting a proposal that all addenda have been received and shall acknowledge in the transmittal letter the number of addenda issued.

- 5) **MODIFIED PROPOSALS** A proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the Proposal Due Date and Time. The Evaluation Committee shall consider only the latest timely version of the proposal.
- 6) **PROPOSER'S OFFER** A proposal may be withdrawn in writing only prior to the Proposal Due Date and Time. A proposer's offer shall be irrevocable after the Proposal Due Date and Time and until the contract award.
- 7) **LATE PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS** Proposals received after the Proposal Due Date and Time are deemed late and shall not be considered, except that RUMC reserves the right to accept late proposals if the lateness of the proposal is deemed non-material.
- 8) **COSTS INCURRED BY PROPOSERS** RUMC shall not be liable for any costs incurred by proposers in the preparation of proposals or for any work performed in connection therewith.
- 9) **DISCUSSIONS-NEGOTIATIONS** RUMC reserves the right to award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the proposer's best terms from a programmatic and cost standpoint.
- 10) **PROPOSER ACCEPTANCE OF REP AND CONTRACT PROVISIONS**
- a) Submission of a proposal signifies to RUMC the proposer's intention to compete for the award of a contract to provide consulting Services; and that the proposer understands and accepts that the terms and conditions as specified in this RFP and in the General Contract Conditions [Attachment D] shall become part of the final contract.
 - b) Proposers shall specifically include in their RFP response a section titled "Exceptions to Terms and Conditions Specified in the RFP and "Attachment D General Contract Conditions," in which the proposer shall explicitly indicate all terms and conditions specified in Attachment D General Contract Conditions, to which the proposer takes exception. This section shall be listed in the Table of Contents of the proposal.
- 11) **CONTRACT AWARD** RUMC reserves the right to award a contract to most qualified firm, other than a proposal offering the lowest overall cost. The contract resulting from this solicitation shall be awarded to the highest-rated responsible proposer based on the evaluation factors set forth in the RFP. The award of a contract does not commit RUMC to use the equipment or Services of the selected firm. Any proposed contract award shall be subject to all required oversight approvals, including, but not limited to:
- a) Compliance with New York State Executive Law, Article 15-A;
 - b) RUMC's Contract Review Committee and Board of Directors approval;
 - c) The firm's execution of the contract;
 - d) And, approval by RUMC's President and Chief Executive Officer.
- 12) **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS AND MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION FOR THIS RFP** unless waived by RUMC in writing, the proposers must comply with the requirements outlined in the process noted in the completion of the requirements. In addition, the proposers must comply with the stipulations of the attached Transformational Grant #RFA1607010255 regarding MWBE and RFA required forms.

13) BACKGROUND CHECKS FOR CONTRACTOR'S EMPLOYEES, AGENTS, AND INDEPENDENT CONTRACTORS Unless waived by RUMC in writing, prior to assigning any employee, agent or independent contractor to perform Services on-site at RUMC, the Contractor shall conduct a criminal history background check on such person covering the three years prior to such proposed assignment. Such record check must include, for New York State residents, a search of the NYS Office of Court Administration's records for all 62 New York State counties, and, in addition, a search of the records of any other state in which the person resided in the last three (3) years. RUMC may require the Contractor to perform a more extensive background check on direct service providers working with mentally ill, elderly or minor patients or in certain other special situations.

14) GENERAL CONTRACTOR CONDUCT

All General Contractor Representatives shall, at all times while present at the RUMC campus, comply with RUMC rules and regulations and the lawful directives of RUMC security personnel and RUMC administration. General Contractor Representatives shall, at all times while present at the RUMC campus, conduct themselves in accordance with RUMC Policies and Procedures, including the RUMC Code of Conduct, Sexual Harassment Policy, and Anti-Discrimination Policy. The General Contractor shall promptly remove from the RUMC campus any General Contractor Representative whose conduct RUMC reasonably determines to be objectionable.

15) CONSTRUCTION CONTRACT ADMINISTRATION

A. Successful bidders shall furnish to the Engineer, at the time of signing the Contract, the following: 1. List of Sub-Contractors a. Division of Work b. Amount of Sub-Contract c. Firm Name d. Address e. Telephone Number f. Representative 2. List of Major Material Suppliers: a. Division of Work b. Amount of Material Purchase Order c. Firm Name d. Address e. Telephone Number f. Representative 3. Contract Cost Breakdown: a. Shall be provided on AIA Form G-702A

16) SCHEDULE OF CONSTRUCTION

A. The successful Contractor, prior to start of work, shall submit a schedule of activities for each day during the entire contract period for approval by RUMC. Weekly progress meeting are mandatory to be scheduled with RUMC Facilities department. Schedule TBD.

17) STARTING AND COMPLETION TIME

Work shall start within ten days after the notification of the award of the Contract weather permitting. Bid Proposal shall include estimate of number of consecutive calendar days needed to complete the project. Contractor must present a detailed MOP (methods of procedures) prior to commencing any work.

18) SITE & FACILITY PROTECTION

Provide any and all protection to ensure that the job site and facility is protected at all times. Weekly site safety toolbox talks are required. Notes must be available upon request. Contractor Must follow all RUMC Security protocols. There is no overnight storage of any and all flammable gasses or materials.

19) RFP POSTPONEMENT/CANCELLATION RUMC reserves the right to postpone or cancel this RFP and to reject all proposals.

ATTACHMENT A

PROPOSAL PACKAGE CHECKLIST

I. Sealed Envelope:

**Addressed to: Richmond University Medical Center
Attn: Jorge Negron, Administrative Director
Supply Chain Management
355 Bard Avenue
3rd Floor Villa Bldg.
Staten Island, NY 10310**

- a. One (1) set of originals;
One (5) set of copies;**
- b. One (1) Thumb Drive of the Proposal Package that include each of the following:**
 - i. Proposal cover letter;**
 - ii. Title Page;**
 - iii. Executive Summary;**
 - iv. Table of Contents;**
 - v. Narrative;**
 - vi. Technical Proposal;**
 - vii. Acknowledgement of Addenda, if any;**
 - viii. Minimum Qualifications Bid Form, Attachment C;**
 - ix. Exceptions to the Terms and Conditions Specified in the RFP and General Contract Provisions, Attachment D;**
 - x. All /inclusive Hourly Rates By Staff Title, Attachment E;**
 - xi. Non-Collusive Bidding Certification, Attachment F;**
 - xii. Offeror Affirmation of Understanding; Attachment G;**
 - xiii. New York State Financing Law Disclosure Statement; Attachment H;**
 - xiv. Fee Proposal.**

II. Outer Sealed Envelope (addressed as set forth below)

**FROM: Proposer Name and address
TO: Richmond University Medical Center
Attn: Jorge Negron
Purchasing /Supply Chain Management
355 Bard Avenue
3rd Floor Villa Bldg.
Staten Island, NY 10310**

**DOC CONTROL # 657 Castleton Avenue
RFP TITLE: Interior Renovation**

Late or unsealed proposals will not be considered.

ATTACHMENT B

CONFIRMATION OF ATTENDANCE

AT MANDATORY BIDDER'S CONFERENCE

CONFIRMATION OF ATTENDANCE AT PRE-PROPOSAL CONFERENCE

This will confirm my/our attendance at the RFP Pre-Proposal Conference to be held on Monday, July 13, 2020, meeting location Main Entrance, 657 Castleton Avenue, Staten Island, NY 10301.

NAME OF FIRM _____

ADDRESS _____

CONTACT PERSON _____

TELEPHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

NAME(S) OF ATTENDEES _____

THIS FORM SHOULD BE FAXED TO: 718-818-2034

**ATTN: Jorge Negron
Supply Chain Management
Richmond University Medical Center
355 Bard Avenue
3rd Floor Villa Bldg.
Staten Island, NY 10310**

ATTACHMENT C

Minimum Qualifications Bid Form
RICHMOND UNIVERSITY MEDICAL CENTER
Staten Island, NY

657 Castleton Avenue
Interior Renovation

TO: **Richmond University Medical Center**
355 Bard Avenue
Staten Island, NY 10310

ATTN: Jorge Negron, Administrative Director

FROM: (Bidder) _____

(Address) _____

(City, State, Zip) _____

Operating as (*strike out conditions that do not apply*) an individual, a company, a corporation organized and existing under the law of the State of _____, or a proprietorship, a partnership, or joint venture consisting of. Bidder (is/is not) registered to do business in the State of New York.

The undersigned declares that he has successfully completed projects similar in magnitude, conditions and scope under similar conditions throughout the past 5 years as demonstrated in the attached Qualifications Statement.

The undersigned hereby declares that he has carefully examined all bidding and contract documents, and hereby proposes and agrees to provide all supervision, labor, materials, plant, equipment, transportation and other facilities as necessary and/or required to execute all the work described by the aforesaid documents for the restoration of the referred project, for the lump sum consideration of (sum of work items):

BASE BID

_____ DOLLARS

(\$ _____ Dollars)

Date: _____

The sum of work items above includes all applicable taxes.

FORM OF BID

RICHMOND UNIVERSITY MEDICAL CENTER Staten Island, NY

657 Castleton Avenue Interior Renovation

CONSTRUCTION NOTES

1. All workers must be **SYMPLR** certified.
2. **RUMC infection control protocols** are mandatory. No exceptions.
3. **HIPPA patient privacy** regulations are mandatory. No exceptions.
4. All work is to be provided at prevailing wage rates.
5. Due to limited parking for the facility staff, no contractor or General Contractor parking will be allowed on-site.
6. Due to limited parking, no sea box bulk storage containers will be allowed on site. All bulk storage must be provided off site. Access to the secure offsite storage facility is to be provided to the Owner for stored materials inventory verification.
7. A tractor trailer offloading area will be designated on site by Building Owner.
8. The facility will remain fully occupied during construction.
9. All scheduled work areas are to be coordinated with the various RUMC departments, a minimum of **one week** in advance.
10. RUMC reserves the right to **cancel** previously scheduled work areas at any time due to critical medical operations or an emergency. During work if such a notice is issued the work area is to be vacated and returned to RUMC's use immediately at no cost to the Owner.
11. All medical equipment, office furniture and files will be removed and stored by RUMC's staff. Excluded from this scope of work (N.I.C.).
12. To expedite returning patient rooms and offices back to RUMC's use completed work areas will be punch listed, corrected and closed out on a daily and/or weekly basis.
13. After work areas have been closed out RUMC's staff will provide final general cleaning and reinstall medical equipment and furniture. General cleaning and installing medical equipment and furniture is excluded from this scope of work (N.I.C.)
14. At no time can emergency vehicle or emergency personal access be blocked or hampered.

Bidder is to provide a detailed written work schedule plan along with their bid form for evaluation. At a minimum the schedule must identify the following:

- Start and completion dates.
 - All critical lead time items separated by building.
 - Critical work progress dates.
 - Critical delivery dates.
 - Phased work area zones.
 - Each work zones estimated timeframe.
 - Accommodations for unscheduled work stoppages due to inclement weather or hospital operations.
 - Schedule coordination with other on-site general construction projects that may conflict with this scope of work.
- The schedule is to be updated and reviewed at weekly site meetings.

ATTACHMENT D

RUMC GENERAL CONTRACT CONDITIONS

I. The Contract

The contract will incorporate provisions of this RFP and portions of the successful proposal to which RUMC agrees. The final contract will also include the RUMC General Contract Conditions set forth in this **Attachment D**, and any applicable riders or other information deemed appropriate by RUMC. The properly executed contract shall supersede all proposals, whether written or oral, and any and all negotiations, conversations, and discussions prior to execution of the contract. Final contracts executed pursuant to this RFP shall be subject to RUMC procurement policies and procedures and the review and approval of RUMC's Office of Legal Affairs and Risk Management.

II. Term of Contract

The proposed term of any new agreement executed pursuant to this RFP is to be determined once the service start is scheduled. **The agreement can be renewed on an annual basis if deemed necessary at the option of RUMC.**

III. Acceptance of Terms and Conditions

General Contractor must acknowledge that it has read the RUMC Standard Terms and Conditions, as set forth in this **Attachment D**, and that it understands and agrees to be bound by the same, with noted exceptions. General Contractor must provide a separate document of exceptions, if any, taken to the RUMC Standard Terms and Conditions. Each exception must reference a specific numbered paragraph of the Standard Terms and Conditions. General Contractor shall state a proposed alternative to each exception taken when stating that the term or condition is "unacceptable." Any exceptions to RUMC Standard Terms and Conditions may disqualify a General Contractor's proposal.

IV. Disposition of Proposals

All proposals received by the due date become the property of RUMC and shall not be returned. Any successful proposal may be incorporated into the resulting contract and will become public record. Any proposals received after the due date will be returned to the proposer unopened.

RUMC Standard Terms and Conditions

ARTICLE I DEFINITIONS

- 1.1. Agreement. "Agreement" shall mean the written agreement between RUMC and the successful proposer, if any, awarded a contract to develop and implement the **Interior Renovation** at 657 Castleton Avenue sought by this RFP.
- 1.2. Services. "Services" shall mean **Interior Renovation** as may be offered by contractor to RUMC as part of a proposal submitted in response to this RFP.
- 1.3. Contractor Representative. "Contractor Representative" shall mean all employees, vendors, agents, subcontractors or representatives of contractor providing Services on behalf of contractor at any RUMC site.

ARTICLE II

SERVICES AND PAYMENT

- 2.1. Services. All Services shall be performed in a manner consistent with the generally recognized standards of persons regularly engaged in providing such Services. General Contractor warrants to RUMC that any Services performed and any materials used by General 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 General Contractor at its sole expense.
- 2.2. Conduct. All General Contractor Representatives shall, at all times while present at the RUMC campus, comply with RUMC rules and regulations and the lawful directives of RUMC security personnel and RUMC administration. General Contractor Representatives shall, at all times while present at the RUMC campus, conduct themselves in accordance with RUMC Policies and Procedures, including the RUMC Code of Conduct, Sexual Harassment Policy, and Anti-Discrimination Policy. The General Contractor shall promptly remove from the RUMC campus any General Contractor Representative whose conduct RUMC reasonably determines to be objectionable.
- 2.3. Ownership of Records. All records compiled by General Contractor in providing and completing the Services, including but not limited to written reports, studies, computer protocols, graphs, charts and all other similar recorded data, shall become and remain the property of RUMC. General Contractor may retain copies for its own use, all of which shall be subject to all confidentiality requirements set forth herein.
- 2.4. Payment Terms. RUMC shall pay all properly submitted and undisputed invoices for the Services within ninety (90) days from the date RUMC receives an invoice. All invoices must reference the Contract Number and are to be addressed to RUMC, at the RUMC address provided in each purchase order, to the Attention of the Accounts Payable Department.
- 2.5. Interest and Other Charges. Any references in any General Contractor quotation, invoice or agreement to interest charges, late fees, restocking fees or cancellation charges shall be excluded from and superseded by the Agreement.
- 2.6. Taxes. RUMC and its facilities are exempt from local, state, and federal taxes (including local and state sales or use taxes). Upon request, RUMC will furnish evidence of such tax-exemption. RUMC shall not be charged or subject to, and shall not pay, any tax, tariff, duty, cost or expense imposed by any taxing authority outside the United States of America and any such tax, tariff, duty, cost, or expense shall be the sole responsibility of the General Contractor.

ARTICLE III

TERM AND TERMINATION

- 3.1. Term. The Agreement shall commence on the Effective Date of the Agreement and shall continue for a period of six (6) months, unless earlier terminated in accordance with this Article III. This agreement may be renewed for up one (1) year renewals at the option of RUMC.
- 3.2. Termination for Cause. Either General Contractor or RUMC shall have the right to immediately terminate the Agreement in its entirety in the event of a material breach of the terms of the Agreement by the other party which is not cured within thirty (30) calendar days following receipt of written notice specifying the breach.
- 3.3. Termination without Cause. Either General Contractor or RUMC shall have the right to terminate the Agreement in its entirety without cause by providing the other Party at least sixty (60) days prior written notice.
- 3.4. Insolvency. If either Party shall be declared insolvent or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed of, or for, either Party's property or business, the Agreement may be terminated, at the other Party's option, without liability hereunder.
- 3.5. Remedies. Termination by either Party pursuant to the terms of this Article III, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights against the other Party that arose prior to termination.
- 3.6. Disruption of Patient Care. Notwithstanding the foregoing or any other Agreement between the Parties, if General Contractor terminates the Agreement or any provision hereof and such termination, based on the reasonable, good faith determination of RUMC, would likely result in the disruption of patient care, upon written notice from RUMC as to such likely disruption, General Contractor shall continue to provide the Services purchased hereunder and receive compensation, as specified in the Agreement or applicable purchase order and in accordance with Article II hereof, until RUMC has secured an alternate supplier of comparable or substantially similar goods, but in no event shall such continued provision of the Services exceed a period of one hundred and twenty (120) days from General Contractor's receipt of RUMC's notice.

ARTICLE IV

GENERAL PROVISIONS

- 4.1. Confidentiality. For purposes of this Section 4.1 “Confidential Information” shall mean any and all proprietary information, customer lists, patient information, customer purchasing requirements, prices, trade secrets, know-how, processes, documentation and all other information without limitation which is not generally known to, or readily ascertainable by proper means, by the public or which might reasonably be considered confidential, secret, sensitive, proprietary or private to either the General Contractor or RUMC.
- 4.1.1. In performing their respective obligations under the Agreement, the General Contractor and RUMC may come into contact with, be given access to, and, in some instances, contribute to each other’s Confidential Information. In consideration of permitting the General Contractor and RUMC to have access to each other’s Confidential Information, during the term of the Agreement, the General Contractor and RUMC agree that they will not disclose to any third party any Confidential Information of the other Party, except as provided in Section 4.1.3, without the other Party’s prior written consent. The General Contractor and RUMC shall only make the Confidential Information of the other Party available to its employees, auditors, attorneys or other professionals or General Contractors hired by such Party in the ordinary course, to the extent that their duties, requirements or contract for Services require such disclosure on a need-to-know basis, and agree to take appropriate action by written agreement with such individuals permitted access to the Confidential Information to satisfy the obligations under this Section.
- 4.1.2. The provisions of this Section will not apply to information: (i) developed by the receiving Party without use of, or access to, the disclosing Party’s Confidential Information; (ii) that is or becomes publicly known without a breach of the Agreement; (iii) disclosed to the receiving Party by a third party not required to maintain such information confidential; or (iv) that is already known to the receiving Party at the time of disclosure. The provisions of this Section 4.1.2 shall not apply to “Protected Health Information” as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and its related regulations, 45 C.F.R. Parts 160 and 164.
- 4.1.3. If any law, governmental authority or legal process requires the disclosure of Confidential Information, the subject Party may disclose such information, provided, that, the other Party is notified of the disclosure.
- 4.2. Disclosure of Protected Health Information (PHI). If the transaction involves any disclosure of PHI to the General Contractor, and the General Contractor is determined to be a Business Associate (as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and its related regulations, 45 C.F.R. Part 160 and 164), the General Contractor will execute a RUMC Business Associate Agreement.

- 4.3. Business in Confidence. Neither Party shall, without first obtaining the written consent of the other Party, advertise or publish the fact that General Contractor has contracted to provide, or RUMC has contracted to purchase, the Services that are the subject of the Agreement.
- 4.4. Publicity and Trademarks. Each Party will not, and will cause its affiliates not to, use the name or any trademark or service mark of the other Party or any of its affiliates without the prior written consent of the other Party.
- 4.5. Financing Statements. The General Contractor acknowledges and agrees that the filing of any financing statement under the Uniform Commercial Code in connection with any transaction related to the Agreement is expressly prohibited unless such filing is agreed to in writing by the Chief Financial Officer of RUMC or such filing is for notification purposes with respect to custodial or other arrangements not intended as a secured transaction in which case such financing statements must expressly state: “This financing statement is filed for notice purposes only and the filing thereof shall not be deemed to create, or to constitute evidence of, a security interest under the Uniform Commercial Code.”

4.6 PREMIER PURCHASING PARTNERS, LP GROUP PURCHASING AGREEMENTS

A. Section includes administrative and procedural requirements for utilization of products and materials purchased under the Premier Purchasing Partners, LP (Premier); a group purchasing organization (GPO) of which Richmond University Medical Center is a Member.

B. DEFINITIONS

1. GPO Agreements shall mean those agreements negotiated by the Premier Purchasing Partners, LP on behalf of its Member Institutions including Richmond University Medical Center, specifically, the Transformational Grant Project at 657 Castleton Ave., Staten Island, NY, with selected Contracted Materials Suppliers and Service Providers for incorporation into Member Institutions’ capital facilities projects.
2. Terms and Conditions (including pricing tiers as defined in the agreements) of the Premier Agreements with Contracted Materials Suppliers and Service Providers shall be extended to the Member Institutions including Richmond University Medical Center for incorporation into the identified projects.
3. Premier Construction Agreements shall mean that list of Contracted Suppliers which have purchasing contracts with Premier and are available to be used in the Richmond University Medical Center Construction Projects (see the attached Premier Construction Contracts Report).
4. Premier utilizes its proprietary Construction Connection program to connect Member project teams with Premier Contracted Suppliers to ensure that Members receive the full benefit of preferred pricing and other benefits found in the Premier Construction Agreements. To request access, please contact Premier SME, Alex Fairley at 704-547-4882, Alex.Fairley@Premierinc.com, who is the Premier representative assigned to this project.

C. PROCEDURES

1. Member's Name has identified certain Premier Contracted Suppliers as eligible to bid the project. The use of the products listed by Premier will not be the basis of bid selection and should not be deemed to be exclusive product suppliers. The Premier listing does not supersede products or manufacturers identified in the project specifications or drawings.
 2. Premier, working with Richmond University Medical Center has notified the eligible Contracted Suppliers of the project, sharing information about the project describing scope and schedule for the project.
 3. The National Account Managers for the Contracted Suppliers have notified their local contacts and authorized distributors of the GPO Agreements with Premier and will support their efforts to win the bid for their respective goods and/or services. Premier Contracted Suppliers have provided to Premier and Richmond University Medical Center contact information for the local authorized representatives and to ensure that the Premier pricing is extended to the contracting community for this project.
 4. The contracting parties seeking a price proposal from the Premier Contracted Suppliers will need to reference the Premier Contract Number (PP-FA__) for each contract in order to receive the appropriate Premier pricing for this project. A listing of the available suppliers that includes those contract numbers can be found at the end of this section. In addition, the contracting parties will need to reference the Premier Entity Number (Richmond University Medical Center number is NY2166) to receive credit for the purchase.
 5. As soon as commitments are made to Premier Contracted Suppliers, awarded Contractors will make the Richmond University Medical Center aware of which GPO Agreements are being utilized as a part of this project. The awarded Contractors shall provide to Premier and Richmond University Medical Center specific information about cost of Premier Contracted Suppliers goods and services that are included in their proposal including; Purchase Order Number, Date, Amount and Issuing party, along with a targeted installation date. This information shall be submitted to Premier and Richmond University Medical Center using Premier's Construction Connection, a collaborative environment developed by Premier specifically for this purpose.
 6. Premier will confirm the sale of the Construction goods and services with the Contracted Materials Suppliers.
- 4.7. Safe Harbor Discount. Each Party agrees to comply at all times with the regulations issued by the United States Department of Health and Human Services published at 42 C.F.R. Part 1001, and which relate to the General Contractor's obligation to report and disclose discounts, rebates, and other reductions to RUMC Services purchased under the Agreement. Where a discount or other reduction in price of the Services is applicable, the General Contractor agrees to comply with the requirements of 42 U.S.C. §1320a-7b(b)(3)(a) and the "safe harbor" regulations regarding discounts or other reductions in price set forth at 42 C.F.R. §1001.952(h). In this regard, the General Contractor will satisfy any and all requirements imposed on sellers by the safe harbor and RUMC will satisfy any and all requirements imposed on buyers by the safe harbor. Thus, in cases where the General Contractor forwards to RUMC an invoice that does not reflect the net cost of the Services to RUMC,

the General Contractor shall include the following language, or reasonably comparable language, on such invoice: “This invoice does not reflect the net cost of supplies or Services to the Medical Center. Any additional discounts or other reductions in price may be reportable under federal regulations at 42 C.F.R. §1001.952(h).” In cases where the General Contractor forwards to RUMC an invoice that does reflect a net cost of the Services after a discount to RUMC, the General Contractor shall include the following language, or reasonably comparable language, on such invoice: “This invoice reflects the net cost of Products or Services to the Medical Center. This price constitutes a ‘discount or other reduction in price’ and may be reportable under federal regulations at 42 C.F.R. §1001.952(h).”

- 4.8. Government Health Program Participation. Each Party represents that it has not been excluded from participating in any “federal health care program,” as defined in 42 U.S.C. § 1320a-7b(f), or in any other federal or state government payment program and that it is eligible to participate in the foregoing programs. If either Party is excluded from participating in, or becomes otherwise ineligible to participate in, any such program during the term of the Agreement, such Party will notify the other Party of that event within thirty (30) days. Upon occurrence of that event, whether or not such notice is given, either Party may terminate the Agreement effective upon written notice to the other Party.
- 4.9. Debarment. The General Contractor represents that (a) it has not been convicted of a criminal offense related to health care; (b) it is not currently listed by a federal agency as debarred or otherwise ineligible for participation in federally funded programs; and (c) it is not currently listed by the State of New York, any political subdivision of the State of New York or any public benefit corporation or public authority as debarred, excluded or otherwise ineligible to contract with such public entity. The General Contractor shall promptly notify RUMC, in writing, of any change in this representation during the term of the Agreement. Such change in circumstances shall constitute cause for which RUMC may terminate the Agreement pursuant to Article III. (For purposes of this Section 4.8, the General Contractor is defined as the entity entering into the Agreement, and/or its principals, employees, directors and officers and owners, provided, however, that, if the General Contractor is publicly traded, the term “General Contractor”, for the purposes of this Section, shall not include persons owning publicly traded shares of General Contractor).
- 4.10. Personal Inducements. The General 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 the General Contractor to RUMC or any physician or physician practice privileged or affiliated with either of them and/or the employees, officers, or directors of any of the foregoing and their immediate family members as an inducement to purchase or to influence the purchase of Services by RUMC from the General Contractor. In addition to any other remedy to which RUMC may be entitled and any other sanction to which a General Contractor may be liable for a breach of the foregoing representation and warranty, RUMC, at its option, may declare any agreement between the General Contractor and RUMC null and void.
- 4.11. Compliance with Laws and Regulations. In the performance of their duties and obligations hereunder, each Party warrants that it shall comply with all applicable federal and state laws and regulations, including without limitation the Federal Food,

Drug and Cosmetic Act, the Prescription Drug Marketing Act, equal-opportunity laws, and fraud and abuse laws. The General Contractor further warrants that all Services purchased pursuant to the Agreement will conform and comply with all applicable provisions of governing laws, ordinances, rules and regulations. The General Contractor shall obtain and maintain in full force and effect during the term of the Agreement all licenses, permits, certificates and accreditations as may be required by law or regulation. The General Contractor agrees that in the event it receives any written notice of non-compliance with any statute or regulation from any federal or state agency that may materially affect the General Contractor's performance hereunder, the General Contractor will promptly notify RUMC in writing of the receipt of such notice and the nature of such notice.

- 4.12. Access to Books and Records. To the extent required by law, RUMC and General Contractor agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). General Contractor further specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to the Agreement, the General Contractor shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, the Agreement and the books, documents and records of the General Contractor that are necessary to verify the nature and extent of the costs charged to RUMC hereunder. The General Contractor further agrees that if General Contractor carries out any of the duties of the Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, 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 upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.
- 4.13. Dispute Resolution. Upon the agreement of both Parties, any dispute as to the performance of a Party's obligations under the Agreement or any related matter may be referred to non-binding mediation by a neutral third party, the rules and procedures of which shall be mutually agreed to by the Parties. Nothing in this paragraph shall be construed to prevent or delay either Party from exercising, at any time, any and all legal rights available to it in a court of competent jurisdiction. No offer, finding, action, inaction or recommendation made or taken in or as a result of mediation shall be considered for any purpose as an admission of a Party, nor shall it be offered or entered into evidence in any legal proceeding.
- 4.14. Governing Law and Venue. The Agreement shall be construed, and its performance enforced, under New York law without regard to conflicts of laws principles. The exclusive venue for the purposes of any action, suit or proceeding related to or arising directly or indirectly out of the Agreement shall be in the New York Supreme Court located in Richmond County, New York or the United States District Court for the Eastern District of New York. To the fullest extent permitted by law, each party waives trial by jury in any action, proceeding or counterclaim brought by or on behalf of either Party with respect to any matter relating to the Agreement.

- 4.15. Attorney's Fees. If any action or proceeding is commenced by either Party for the enforcement of or in connection with the Agreement, each Party shall be responsible for its own attorneys' fees, costs, and disbursements incurred in connection with such action.
- 4.16. Limitation of Liability. The liability of the Parties to each other for damages in connection with the Agreement, regardless of the form of action, shall not exceed the actual damages incurred by the Party seeking redress. Neither Party shall be liable to the other for any special, consequential, punitive, or exemplary damages arising from the Agreement, including but not limited to damages for loss of future business and/or lost profits. This provision shall not apply to claims raised by third parties against the General Contractor or RUMC, or, to claims in which either Party joins the other as a third-party defendant.
- 4.17. Insurance. The General Contractor will maintain insurance against any insurable claims as set forth in Schedule B-1 attached hereto.
- 4.18. Indemnity.
- 4.18.1. Indemnification. Each Party shall, to the extent permitted by law, indemnify, defend, and hold harmless the other Party, and its officers, directors, employees, agents, successors, and assigns for, from and against any claim or action brought against, arising out of the acts or omissions of the indemnifying Party, its employees or agents.
- 4.18.2. Notice. It is a condition to each Party's obligations under this Section 4.18 that the Party seeking indemnification notify the indemnifying Party promptly of the claim, permit the indemnifying Party to control the litigation and settlement of that claim, and cooperate with the indemnifying Party in all matters related thereto, including by making its documents, employees and agents available as reasonably necessary.
- 4.18.3. Consent to Settlement. The indemnifying Party may not settle any claim without the consent of the other Party unless there is no finding or admission that the other Party has violated any law or the rights of any person or entity and the sole relief provided is monetary damages that the indemnifying Party pays in full or injunctive relief enforceable only against the indemnifying Party.
- 4.19. Representative Access. RUMC reserves the right to require, and General Contractor shall upon the request of RUMC ensure that, any General Contractor Representative that will have access to clinical areas of RUMC's facility shall undergo a pre-placement assessment of health status to make certain that they are free from health impairment which is of potential risk to patients and personnel as indicated by a recorded medical history, physical examination, immunizations and laboratory testing.
- 4.20. Background Check. General Contractor further agrees that all General Contractor Representatives assigned to RUMC hereunder will be subject to a background check substantially similar to the inquiries made by the RUMC with respect to its own employees and that the RUMC

has the right to deny any General Contractor Representative access to its facilities based on the results of such inquiry.

4.21. Conflicts of Interest. The General Contractor represents, to the best of its knowledge, that no employee, officer, or director of, and no physician or physician practice affiliated with, RUMC has a financial interest in the General Contractor. The General 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, RUMC has a financial interest in the General Contractor, General Contractor shall promptly disclose that financial interest to RUMC in writing. To the extent that a financial interest is disclosed by General 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, RUMC, at its option, may declare any agreement between the General Contractor and RUMC null and void.

4.21.1. Financial Interest. 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 General Contractor whether or not remuneration is received for such service; or (d) an ownership interest in General 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.

4.22. Survival. All provisions regarding confidentiality, indemnification, warranty, liability and limits on liability shall survive termination of the Agreement.

4.23. 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 both Parties and such event continues for more than fifteen (15) business days, either Party shall have the right and option to terminate the Agreement

4.24. Entire Agreement. The Agreement shall constitute the entire agreement between the Parties concerning the subject matter of the Agreement and will supersede all prior negotiations and agreements between the Parties concerning the subject matter of the Agreement. The terms of any purchase order, invoice, or similar documents used to implement the Agreement shall be subject to and shall not modify the Agreement.

4.25. Amendment. The Agreement may only be amended by written agreement of the Parties.

4.26. Assignment. Neither Party may assign any of its rights or obligations under the Agreement, either voluntarily or involuntarily (whether by merger, consolidation, dissolution, operation of law, or otherwise), without the prior written consent of the

other Party. Any purported assignment in violation of this section will be void. Any request for consent to an assignment to an affiliate of a Party (i.e. an entity that controls, is controlled by, or is under common control with a Party) shall not be unreasonably withheld, conditioned, or delayed by the consenting Party.

4.27. Relationship of the Parties. For purposes of the Agreement, each Party will be an independent contractor. The Agreement will not create a partnership, association, or other business entity. Neither Party has any authority to act for or to bind the other.

4.28. Waiver. No provision of the Agreement may be waived except by a writing signed by the Party against whom the waiver is sought to be enforced. No failure to enforce any provision of the Agreement constitutes a waiver of future enforcement of that provision or of any other provision of the Agreement.

4.29. Other Contractual Obligations. Each Party represents that it is not prohibited from entering into, or performing its obligations under, the Agreement by the terms of any other agreement.

4.30. Counterparts. The Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The Parties agree to accept and be bound by PDF transmitted copies of the Amendment and its counterparts including PDF signatures of the Parties.

SCHEDULE B-1

INSURANCE REQUIREMENTS

1. Prior to providing the Services hereunder, the General Contractor shall obtain at its own cost and expense the insurance required herein from a licensed insurance company, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the Corporation, which evidence shall be subject to Corporation's approval. The policies or certificates thereof shall provide that Corporation shall receive thirty (30) days' written notice prior to cancellation of or material change in the policy, which notice shall name General Contractor, identify this Agreement, and be sent via registered mail, return receipt requested. Failure of the General Contractor to obtain and maintain any insurance required hereunder shall not relieve the General Contractor from any of its obligations hereunder, including but not limited to indemnification, or from any General Contractor liability hereunder. All property losses shall be made payable to, and adjusted with, the Corporation. If claims for which General Contractor may be liable are filed against either Party, and if such claims exceed the coverage amounts required herein, Corporation may withhold such excess amount from payment due to General Contractor until the General Contractor furnishes additional security covering such claims in a form satisfactory to the Corporation.

2. The General Contractor shall provide proof of the following coverage:

- (a) Workers' Compensation. General Contractor shall provide to Corporation a certificate form C-105.2 or State Fund Insurance Company form U-26.3 as proof of compliance with the New York State Workers' Compensation Law, and State Workers' Compensation Board form DB-120.1 as proof of compliance with the New York State Disability Benefits Law, provided, however, that if General Contractor is self-insured for Worker's Compensation and/or Disability coverage, a New York State Workers' Compensation Board certificate evidencing such fact. Location of operation shall be "All locations in Richmond County, New York."
- (b) Employer's liability insurance with a minimum limit of \$500,000
- (c) General liability insurance with a minimum of \$1,000,000 combined single limit of liability, naming RUMC as an additional insured. This insurance shall indicate the following coverage on the certificate of insurance:
 - (i) Premises - Operations.
 - (ii) Broad Form Contractual.
 - (iii) Independent Contractor and Sub-Contractor.
 - (iv) Products and Completed Operations.
- (d) Professional liability insurance ("errors and omissions") on an occurrence or claims made basis covering the General Contractor and its employees and agents, with minimum limits of \$5,000,000 per occurrence, \$5,000,000 in the aggregate.
- (e) Vehicle liability insurance with a minimum limit of liability per occurrence of \$1,000,000 combined single limit. This insurance shall include the following coverage for bodily injury and property damage arising out of the use of owned, hired and non-owned vehicles and contain waiver of subrogation on behalf of RUMC.

3. All policies and certificates of insurance required herein shall provide that:
- (a) The insurer, or General Contractor if it is self-insured, shall have no right to recovery or subrogation against RUMC (including its employees and agents), it being the intention of the Parties that the insurance policies shall protect both Parties and be primary coverage for any and all losses covered by the insurance.
 - (b) The insurer, or General Contractor if it is self-insured, shall have no recourse against RUMC (including its employees or agents) for payment of any premiums or for assessments under the policy.
 - (c) General Contractor assumes responsibility, and is solely at risk for, any and all deductibles.
 - (d) The clause "other insurance provisions" shall not apply to the Corporation.
 - (e) General Contractor insurance will be primary & non-contributory.

ATTACHMENT E

ALL INCLUSIVE HOURLY RATES BY STAFF TITLE

INTERIOR RENOVATION PERSONNEL	BASE CONTRACT	OPTION YR 1
Principal/Managing Director		
Executive Director		
Senior Program Lead		
Recovery Program Manager		
Administrator		

ATTACHMENT F

NON-COLLUSIVE BIDDING CERTIFICATION

NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to RUMC a non-collusive bidding certification on Contractor's behalf.

1. The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any manner relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
4. No attempt has been made or will be made by the Bidder to improperly communicate or consult with any employee or agent of RUMC, or to induce any agent or employee of RUMC, to gain an advantage which would restrict competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), (3) and (4) above have not been complied with; provided however, that if in any case the bidder(s) cannot make the foregoing certification, the Bidder shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefore.

Subscribed to under penalty of perjury under the law of the State of New York, this _____ day of _____, 20_____ as the act and deed of said corporation f partnership.

IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:

NAME	LEGAL RESIDENCE
_____ President	_____
_____ Secretary	_____
_____ Treasurer	_____

Identifying Data:

Potential Contractor: _____
Address: _____
Telephone: _____ Title: _____

If applicable, Responsible Corporate Officer

Name: _____ Title: _____ Signature: _____

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

Legal Name of Person or Corporation: _____
By: _____ Title: _____
Address: _____
City, ST Zip _____

Legal Name of Person or Corporation: _____
By: _____ Title: _____
Address: _____
City, ST Zip _____

Legal Name of Person or Corporation: _____
By: _____ Title: _____
Address: _____
City, ST Zip _____

ATTACHMENT G

OFFEROR'S AFFIRMATION OF UNDERSTANDING OF, AND AGREEMENT WITH, RICHMOND UNIVERSITY MEDICAL CENTER PROCUREMENT REQUIREMENTS

AFFIRMATION

Offeror affirms that it understands and agrees to comply with the procedures of Richmond University Medical Center relative to permissible Contacts as required by New York State Finance Law §139-j (3) and § 139-j (6) (b).

By: _____ **Date:** _____

Name: _____ **Title:** _____

Contractor Name: _____

Contractor Address: _____

ATTACHMENT H

New York State Finance Law Sections 139-j and 139-k ("Lobbying Law") — Disclosure Statement

General Information All procurements (which are defined to include essentially all real estate transactions) by Richmond University Medical Center (RUMC) in excess of \$15,000 annually, are subject to New York State's State Finance Law Sections 139-j and 139-k, effective January 1, 2006 ("LobbyingLaw").

Pursuant to the Lobbying Law, all "contacts" (defined as oral, written or electronic communications with RUMC intended to influence a procurement) during a procurement must be made with one or more designated Point(s) of Contact only. Exceptions to this rule include written questions during the bid/proposal process, communications with regard to protests, contract negotiations and RFP conference participation. Nothing in the Lobbying Law inhibits any rights to make an appeal, protest or complaint under existing administrative or judicial procedures.

Violations of the policy regarding permissible contacts must be reported to the Vice President for Legal Affairs and investigated accordingly. The first violation may result in a determination of non-responsibility and ineligibility for award to the violator and its subsidiaries, affiliates and related entities. The penalty for a second violation within four (4) years is ineligibility for bidding/proposing on a procurement and/or ineligibility from being awarded any contract for a period of four (4) years. RUMC will notify the New York State Office of General Services ("OGS") of any determinations of non-responsibility or debarments due to violations of the Lobbying Law. Violations found to be "knowing and willful" must be reported to the Vice President for Legal Affairs.

Moreover, the statutes require RUMC to obtain certain affirmations and certifications from bidders and proposers. This Disclosure Statement contains the forms with which to comply, together with additional information and instructions.

Instructions

New York State Finance Law §139-k(2) obligates RUMC to obtain specific information regarding prior non-responsibility determinations. This information must be collected in addition to the information that is separately obtained pursuant to New York State Finance Law §163(9). In accordance with New York State Finance Law §139-k, an offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any governmental entity 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.

As part of its responsibility determination, New York State Finance Law §139-k(3) mandates consideration of whether an offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no procurement contract shall be awarded to any offeror that fails to timely disclose accurate or complete information under this section, unless the factual elements of the limited waiver provision can be satisfied on the written record.

Disclosure of Prior Non-responsibility Determinations

Name of Bidder/Proposer:

Address:

Person Submitting this Form:

Name: _____

Title: _____

Has any governmental entity¹ made a finding of non-responsibility regarding the Bidder/Proposer in the previous four years? **YES** **NO**

If yes: Was the basis for the finding of the Bidder's/Proposer's non-responsibility due to a violation of State Finance Law §139-j? **YES** **NO**

1 A "governmental entity" is: (1) any department, board, bureau, commission, division, office, council, committee or officer of New York State, whether permanent or temporary; (2) each house of the New York 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) any 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) a municipal agency, as that term is defined in paragraph (ii) of subdivision(s) of section one-c of the Legislative Law; or (7) a subsidiary or affiliate of such a public authority. (SFL §139-j, paragraph 1.a.)

**New York State Finance Law Sections 139-j and 139-k ("Lobbying Law") —
Disclosure Statement**

Was the basis for the finding of Bidder's/Proposer's non-responsibility due to the intentional provision of false or incomplete information to a governmental entity? _____ **YES** _____ **NO**

If yes, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Year of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)

Has any governmental entity terminated a procurement contract with the Bidder/Proposer due to the intentional provision of false or incomplete information?

_____ **YES** _____ **NO**

Bidder/Proposer Affirmation and Certification

By signing below, the Bidder/Proposer:

- a) Affirms that the Bidder/Proposer understands and agrees to comply with the policy regarding permissible contacts in accordance with New York State Finance Law Sections 139-j and 139-k.

- b) Certifies that all information provided to RUMC with respect to New York State Finance Law §139-j and §139-k is complete, true and accurate.

By: _____
(Signature of Person Certifying)

Date: _____

Print Name and Title: _____

Bidder/Proposer or Contractor/Consultant (Full Legal Name):

Address of Bidder/Proposer or Contractor/Consultant:

Business Telephone Number: _____

RUMC's Right to Terminate:

RUMC reserves the right to terminate a Contract (including any lease, license, entry permit, or sale documents) in the event it is found that the certification filed by the Bidder/Proposer, in accordance with New York State Finance Law §139-k, was intentionally false or intentionally incomplete. Upon such finding, RUMC may exercise its termination right by providing written notification to the Bidder/Proposer in accordance with the written notification terms of the Contract.