



## **Request for Proposals**

### **Architect-Roofing Replacement & Rooftop Structure Renovation**

**at**

**Richmond University Medical Center**

**355 Bard Avenue**

**Staten Island, NY 10310**

Control Number: ARCH-Roof-1

RFP Release Date: September 10, 2021

RFP Due Date: September 29, 2021

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

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# 1. INTRODUCTION

## INVITATION TO SUBMIT PROPOSAL

The Richmond University Medical Center (RUMC) is pleased to invite you to submit a proposal in response to this Request for Proposals ("RFP"). The Services to be performed, the Project and the Project Site are outlined in the RFP Summary below (Section 1.2), along with such other information as the anticipated dates for the execution of a Contract with the Respondent, if one is selected pursuant to this RFP. All undefined capitalized terms set forth in this RFP shall have the same definitions as set forth in Exhibit 1.

Subject to the availability of funds and the responses to this RFP, RUMC will select a Respondent to provide the Services. The Respondent shall be experienced in all aspects of the Services. The Respondent will commence the Services upon a written Notice to Proceed from RUMC or upon execution of the Contract by the Respondent and RUMC substantially in the form of the Contract Draft. The Contract Draft is an initial draft subject to further review and revision by RUMC prior to execution. RUMC shall not be bound to the terms of any aspect of the Contract Draft, and the final acceptance of any successful proposal shall be subject to, and contingent upon, the negotiation between the parties of a Contract in form and substance acceptable to RUMC. Nevertheless, **you should review the Contract Draft and be familiar with all of the terms and conditions set forth therein prior to submitting your proposal.**

A portion of the Services may be funded with funds ("Funds") from other Federal, State, New York City and local sources ("Outside Funding"). As such, the Contract and the Services will be subject to all applicable requirements to fulfill the funding source provisions and guidelines.

## 1.1 RFP SUMMARY

### 1.1.1 General.

This summary of terms, deadlines and requirements specific to this RFP is set forth for your immediate reference and convenience only. It does not set forth all of the requirements of this RFP, but should be read in conjunction with the Appendices of this RFP. You should review and become familiar with all parts of this RFP prior to submitting your proposal.

### 1.1.2 Project Information

**Project:** Request for Proposal for Design Services Related to Roofing Replacement & Rooftop Structure Renovation, at Various Buildings at Richmond University Medical Center (“Solicitation”)

**Project Site:** Richmond University Medical Center/Staten Island Mental Health  
355 Bard Avenue  
Staten Island, NY 10310

**Services:** The Respondent will provide. The scope of services includes complete roof replacement and associated masonry repairs and / or replacement, and related improvements, as outlined under this Solicitation, as required (the “**Work**”) (hereinafter referred to as the “**Scope of Services**” or the “**Design Services**” See appendix A).

Refer to **Exhibit A: Attachment #1: Specific Requirements** (“**SR**”) which provides background information and details the Design Project requirements under this Solicitation.

The CONSULTANT must submit a Proposal that complies with all format and informational requirements for the Project

#### Eligible

**Respondents:** RUMC is seeking firms that are qualified Architectural / Engineering (“**A/E**”) firms (“**CONSULTANT**”) to provide Design Services as outlined under the “Request for Proposal for Design Services Related to Roofing Replacement & Rooftop Structure Renovation at Various Buildings at Richmond University Medical Center (RUMC) . The Respondent shall be experienced in providing similar projects at hospital campuses, and similar settings.

#### Milestones:

RFP Issued:	September 10, 2021
Mandatory Pre-Proposal Meeting:	September 15, 2021 –10am
RFI Deadline:	September 21, 2021 – 10am
RFI Response date:	September 24, 2021
RFP Submission deadline:	September 29, 2021-3pm
Anticipated Contact Execution:	TBD

**ProjectFiles:** This document and the files referenced herein can be found online at [www.rumcsi.org](http://www.rumcsi.org).

#### 1.1.3 Proposal Instructions

**Submission:**

To be delivered by hand or express mail or other nationally- known overnight courier Addressed to:  
Richmond University Medical Center  
355 Bard Ave, Garner Mansion 3<sup>rd</sup> Floor  
Staten Island NY 10310  
ATTN: Jorge Negron

Recipients: Jorge Negron  
Purchasing Agent  
**718.818.8386**  
[jnegron@rumcsi.org](mailto:jnegron@rumcsi.org)

Please provide one (1) original and four (4) copies in a single envelope and an electronic version on a USB Flash Drive.

#### 1.1.4 RFI Process.

Respondents shall submit RFI's via on the form provided to the following Recipients:  
Jorge Negron

#### 1.1.5 Selection Criteria.

Criteria on which RUMC will base its selection may include, without limitation, the following:

- The respondent's and, as applicable, the proposed Respondent Team's experience in providing services similar to the Scope of Services described herein.
- The quality of the respondent's management, reputation, and references and, as applicable, the quality of the proposed Respondent Team
- The terms under which the respondent will commit its personnel and, as applicable, the personnel of the proposed Team members, without transfers and changes.
- The respondent's demonstration of experience with respect to and expertise in all of the specific Services contemplated under this RFP.
- The quality of the proposal and the degree to which it demonstrates the respondent's full understanding of and the ability to perform the Services to be rendered.
- Favorable history, if any, in contracting or doing business with RUMC.
- The proposed fee and schedules.
- Total work duration schedule (including, bidding and permit filing) utilizing GAANT chart project scheduling or similar.

#### 1.1.6 Types of Funds

RUMC Capital Expenditure Program funding source.

NYC funding source.

1.1.7 Applicable Statutes

All Legal Requirements related to the Outside Funding including, without limitation, those specifically listed in any Applicable Agreement and/or annexed or referenced to in the Contract Draft.

1.1.8 Modifications and Addenda

All Addenda issued must be signed and returned to RUMC.

## **3. GENERAL REQUIREMENTS**

### **2.1 SERVICES TO BE PERFORMED**

The Respondent shall perform all work and services as specifically described in and required by the Scope of Services annexed as Appendix A. Prior to submitting your proposal, please be sure that you review and fully understand the Scope of Services.

### **2.2 STAFFING**

#### **2.1.1 Personnel**

The Respondent shall, at its own expense, employ all personnel and retain all Consultants and Subcontractors (including the sub Respondent and the Respondent Team, if any) as may be required to perform the Services, and shall be solely responsible for their work, compensation, direction and conduct during and after completion of the Project. The Respondent and its Subcontractors will be expected to cooperate fully with RUMC personnel. The respondent shall submit with its proposal resumes of its personnel and those of its Subcontractors who will perform the Services. The respondent, if selected, will be expected to use substantially the same personnel and Subcontractors described in the proposal to perform the Services. All personnel furnished by the Respondent as required under the Contract shall be employees or approved subcontractors of the Respondent and not of RUMC.

#### **2.1.2 Subcontractors.**

RUMC shall have the opportunity to review and approve all of the Respondent's Consultants and Subcontractors resumes prior to the commencement of any of the Services. The Respondent, and not RUMC, will be responsible for the Subcontractor's work, acts and omissions, sub-contractors shall be required to adhere the same terms and conditions as the Respondent. RUMC strongly encourages the use of local subcontractors.

### **2.3 COMPENSATION**

Subject to and in accordance with the final terms of the Contract, RUMC shall compensate the selected Respondent as follows:

#### **2.1.3 General**

Under the Contract, RUMC will agree to pay to the Respondent the fee awarded amount. The Contract Price shall be the maximum compensation for all of the Services provided by the Respondent pursuant to the Contract and all expenses of the Respondent in connection therewith, including costs of any Consultants and Subcontractors. The Fees shall be payable as provided for in Sections 2.1 and 2.2 of the General Terms and Conditions (Part II) of the Contract and Appendix C (Part III of the Contract).

#### 2.1.4 Payments

In order to receive payment for Services, the Respondent will be required to submit an AIA Formatted Payment Requisition setting forth in detail, for the period for which payment is requested, the Services actually rendered. During that period, the amount of payment requested and due therefor. Invoices may not be submitted more than once per month. All invoices will be subject to RUMC's review, verification and approval, and all payments shall be conditioned upon RUMC's determination that all Services have been performed satisfactorily and in accordance with the terms of the Contract.

#### 2.1.5 Sales and Use Tax

RUMC is exempt from state and local sales and use tax. SUCH TAX IS NOT TO BE INCLUDED IN PROPOSALS or in invoices submitted under the Contract. RUMC will provide the selected Respondent with an appropriate sales and use tax exemption certificate.

### **2.4 CONTRACT CONDITIONS**

#### 2.1.6 General

The acceptance of any proposal shall be subject to, and contingent upon, the execution by RUMC of a Contract substantially in the form of the Contract Draft annexed hereto as Appendix X. RUMC shall not be bound to the terms of the Contract Draft but shall use such form as a basis of negotiating a final Contract with the selected Respondent, if any.

#### 2.1.7 Warranties

The Respondent warrants and agrees that it:

- 2.1.7.1 is an independent contractor and that neither it nor any of its employees is or shall be an agent, servant or employee of RUMC;
- 2.1.7.2 shall defend, indemnify and hold harmless RUMC Against any claims or damages relating to its acts and omissions;
- 2.1.7.3 maintains insurance as specified in Appendix C with insurers licensed or authorized to provide insurance and in good standing in the State of New York, such policies to be in a form acceptable to, and include any conditions reasonably required by RUMC, and naming RUMC and The Fund For The Advancement Of Mental Health, as additional insureds;
- 2.1.7.4 shall represent and warrant that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the Services as set forth in the Contract;
- 2.1.7.5 shall employ no person having such a conflict of interest in the performance of the Services



## **2.5 GENERAL CONDITIONS, TERMS, LIMITATIONS AND REQUIREMENTS**

### **2.5.1 Proposal as Offer to Contract.**

Unless a specific exception is noted, submission of a proposal in response to this RFP shall constitute an offer on the part of the successful respondent to execute the Contract substantially in the form annexed hereto as Appendix X. Any supporting documents or other items attached as exhibits to this RFP shall be incorporated into the Contract. Respondent's proposal shall remain open for acceptance by RUMC and shall remain firm and binding upon the respondent for at least 60 days after the date on which the proposals are received by RUMC, except that RUMC may by written notice to the respondent extend that date or an additional 45 days.

### **2.5.2 News Releases**

Recipients of this RFP shall make no news or press release pertaining to this RFP or anything contained or referenced herein without prior written approval from RUMC. All news and press releases pertaining to this RFP must be made in coordination with RUMC.

### **2.5.3 Costs**

RUMC shall not be liable for any cost incurred by the respondent in the preparation of its proposal or for any work or services performed by the respondent prior to the execution and delivery of the Contract. RUMC is not obligated to pay any costs, expenses, damages or losses incurred by any respondent at any time unless RUMC has expressly agreed to do so in writing.

### **2.5.4 RUMC Rights.**

This is a "Request for Proposals" and not a "Request for Bids". RUMC shall be the sole judge of whether a proposal conforms to the requirements of this RFP and of the merits and acceptability of the individual proposals. Notwithstanding anything to the contrary contained herein, RUMC reserves the right to take any of the following actions in connection with this RFP: amend , modify this RFP; require supplemental statements and information from any respondents to this RFP accept or reject any or all proposals received in response to this RFP; extend the deadline for submission of proposals; negotiate or hold discussions with one or more of the respondents; permit the correction of deficient proposals that do not completely conform with this RFP; waive any conditions or modify any provisions of this RFP with respect to one or more respondents; reject any or all proposals and cancel this RFP, in whole or in part, for any reason or no reason, in RUMC's sole discretion. RUMC may exercise any such rights at any time, without notice to any respondent or other parties and without liability to any respondent or other parties for their costs, expenses or other obligations incurred in the preparation of a proposal or otherwise. All proposals become the property of RUMC.

### **2.5.5 Applicable Law**

This RFP and any Contract, Subcontract or any other agreement resulting here from are subject to all applicable laws, rules , regulations and executive orders, policies, procedures and ordinances of all Federal, State and City authorities, as the same may be amended from time to time, including without

limitation, equal employment opportunity laws.

#### 2.5.6 Modifications and Questions.

- 2.5.6.1 RUMC will advise RFP respondents of any modifications to this RFP by posting them on the Website. Nothing stated at any time by any representative of RUMC or of any other entity shall effect a change in, or constitute a modification to this RFP unless posted on the Website or confirmed in writing by **RUMC**.
- 2.5.6.2 Respondents may submit questions and/or request clarifications from RUMC by submitting them **in writing** to the Recipient at the Recipient's Email Address listed in the RFP Summary (Section 1.2.4). All questions and requests for clarifications must be submitted no later than the RFI deadline listed in the RFP Summary (Part I, Section 2.2). Any questions or requests for clarifications received after this date will not be answered. All questions received through the Question/Clarification Deadline will be answered no later than the RFI Response Date listed in the RFP Summary (Section 1.2.2) of September 21, 2021- 3pm, and RUMC shall post such answers on the Website, so as to be available to all respondents, if RUMC determines that such answers provide material clarification to the RFP.
- 2.5.6.3 Respondents are reminded to check the Website regularly to view updated information and answers to questions posed by other respondents that are necessary to aid the respondent.
- 2.5.6.4 Additional Work.

During the Contract, RUMC, in its sole discretion, may choose to work with the selected Respondent and/or hire its services for projects other than or that exceed the Scope of Services described herein. RUMC's decision to do so may be based on the firm's relevant experience and its successful performance under the Contract.

#### 2.5.7 Disclaimer.

RUMC and the writers of this document, and their respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, RUMC and the writers of this document do not warrant or make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or any other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaim any liability for any technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection **with** any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP or access to that website.

## 4. SPECIFIC REQUIREMENTS

### 3.1 STRUCTURE AND CONTENT

#### 3.1.1 Structure of the Proposal

**The contents of your proposal should contain the following documents in the order listed here:**

Attachment A, Proposal Check List.

Attachment C, Non-Collusive Bidding Certification.

Attachment E, All Inclusive Hourly Rates by Staff Titles with resumes.

Attachment F, Offerors Affirmation of Understanding of, and Agreement with, RUMC Procurement Requirements.

Attachment G, New York State Finance Law Section 139-j and 139-k ("Lobbying Law")- Disclosure Statement.

Attachment H, N/A

Attachment I, SYMPLR Health Care credentials for all staff working on site.

#### 3.1.2 Non-compliant Proposals

In furtherance of and without limiting RUMC's rights as set forth in this RFP, non-compliant proposals may, in RUMC's sole discretion, be considered "not responsive" and may be rejected by RUMC including, without limitation, proposals that are:

- 3.1.2.1 Not enclosed in separate sealed envelopes;
- 3.1.2.2 Not properly labeled;
- 3.1.2.3 Received by a person other than the designated Recipient; and/or
- 3.1.2.4 Missing any information, certifications, supplemental forms or other documentation required by this RFP or by applicable law.

### 3.2 PRE-PROPOSAL INFORMATION MEETING

***The pre-proposal walkthrough information meeting, scheduled for September 15, 2021 10am is mandatory*** and if you do not attend the meeting, your proposal will not be accepted. Please confirm your attendance prior to September 14, 2021, by submitting Attachment B Confirmation of Attendance at Mandatory Pre-Proposal Meeting.

### 3.3 INTERVIEWS

Interviews may be held with any or all of the respondents after the receipt of proposals. Short-listed interviews with RUMC will be scheduled after its initial review of proposals.

### **3.4 SELECTION**

RUMC will review each respondent's proposal in its totality. The selected respondent, if any, will be a respondent whose proposal is most advantageous to RUMC's goals. See Part I, Section 2.5 for an explanation of the criteria on which RUMC will base a selection.

### **3.5 SUBMISSION**

- 3.3.1.1 Requirements for Submission
- 3.3.1.2 You must submit your proposal indicated in Section 1.2.3.
- 3.3.1.3 All proposals must be **delivered by hand or express mail or other nationally- known overnight courier**. Proposals received via facsimile or e-mail transmittal, or by regular mail will not be accepted.
- 3.3.1.4 ***Proposals are due and must be received by the Recipient at the location designated in Section 1.2.3 no later than the Submission Deadline of September 29, 2021-3 PM. Proposals received after the indicated date and hour and/or at a different location may not be considered.***
- 3.3.1.5 RUMC reserves the right, in its discretion, from time to time, to postpone the Date for submission and opening of proposals. Respondents are again reminded to check the Website periodically for updated information, which may include a notice of postponement. Any proposal submitted prior to such notice may be withdrawn without prejudice.
- 3.3.1.6 Please note that you must respond to this RFP in order to be eligible to be considered for the award of the Contract for the Services pursuant to this RFP.
- 3.3.1.7 For more information, please contact the Recipient **in writing** at the Recipient' E-mail address, all as identified in Section 1.2.3.

## **Attachments**

**ATTACHMENT A**  
**PROPOSAL PACKAGE CHECKLIST**

I. Outer Sealed Envelope:

Addressed to: Richmond University Medical Center  
Attn: Jorge Negrón, Administrative Director  
Supply Chain Management  
355 Bard Avenue  
Staten Island, NY 10310

DOC CONTROL # ARCH-Roof-1

RFP TITLE: Architect-Roofing Replacement & Rooftop Structure Renovation at  
Richmond University Medical Center.

- a. One (1) set of originals; Four (4) sets of copies;
- b. One (1) USB Flash Drive in PDF format – in a single PDF file of the Proposal Package that include each of the following:
  - i. Proposal Narrative
    - 1. Title Page;
    - 2. Proposal cover letter;
    - 3. Executive Summary;
    - 4. Table of Contents;
    - 5. Technical Proposal;
    - 6. Staff resumes
  - ii. Completed Attachments
    - 1. Attachment A, Proposal Check List.
    - 2. Attachment C, Non-Collusive Bidding Certification.
    - 3. Attachment E, All Inclusive Hourly Rates by Staff Titles with resumes.
    - 4. Attachment F, Offerors Affirmation of Understanding of, and Agreement with, RUMC Procurement Requirements.
    - 5. Attachment G, New York State Finance Law Section 139-j and 139-k ('Lobbying Law')- Disclosure Statement.
    - 6. Attachment H, N/A
    - 7. Attachment I, SYMPLR Health Care credentials for all staff working on site.
  - iii. Exhibit B – Attachment #2: Acknowledgment of Addenda;
  - iv. Exhibit B – Attachment #1: Fee Proposal;
  - v. Exceptions to the Terms and Conditions Specified in the RFP and General Contract Provisions, Attachment D;

**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 Mandatory Pre-Proposal Meeting to be held at 10 AM, on \_\_\_\_\_, September 15, 2021, at Richmond University Medical Center, 355 Bard Avenue, Staten Island, NY 10310. Please note that we will meet in the hospital lobby.

**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  
Staten Island, NY 10310

**ATTACHMENT C: Non-Collusive Bidding Certification**

**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. 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.
3. 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) and (3) 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 / partnership.*

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

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

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 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 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.

#### **III. Acceptance of Terms and Conditions**

Vendor 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. Vendor 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. Vendor 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 vendor'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 **Architect-Roofing Replacement & Rooftop Structure Renovation construction documents** sought by this RFP.
- 1.2. Services. "Services" shall mean **Architect-Roofing Replacement & Rooftop Structure Renovation construction documents** as may be offered by Vendor to RUMC as part of a proposal submitted in response to this RFP.
- 1.3. Vendor Representative. "Vendor Representative" shall mean all employees, Vendors, agents, subcontractors or representatives of Vendor providing Services on behalf of Vendor 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. Vendor warrants to RUMC that any Services performed and any materials used by Vendor 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 Vendor at its sole expense.
- 2.2. Conduct. All Vendor 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. Vendor 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 Vendor shall promptly remove from the RUMC campus any Vendor Representative whose conduct RUMC reasonably determines to be objectionable.
- 2.3. Ownership of Records. All records compiled by Vendor 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. Vendor 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 Vendor 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 Vendor.

## ARTICLE III

### TERM AND TERMINATION

- 3.1. Term. The Agreement shall commence on the Effective Date of the Agreement and shall continue until completion, unless earlier terminated in accordance with this Article III.
- 3.2. Termination for Cause. Either Vendor 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 Vendor 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 Vendor 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, Vendor 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 Vendor'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 Vendor or RUMC.

4.1.1. In performing their respective obligations under the Agreement, the Vendor 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 Vendor and RUMC to have access to each other’s Confidential Information, during the term of the Agreement, the Vendor 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 Vendor and RUMC shall only make the Confidential Information of the other Party available to its employees, auditors, attorneys or other professionals or Vendors 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 Vendor, and the Vendor 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 Vendor 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 Vendor has contracted to provide, nor 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 Vendor 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. 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 Vendor'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 Vendor 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 Vendor 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 Vendor forwards to RUMC an invoice that does not reflect the net cost of the Services to RUMC, the Vendor 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 Vendor forwards to RUMC an invoice that does reflect a net cost of the Services after a discount to RUMC, the Vendor 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)."

- 4.7. 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.
- 4.8. Debarment. The Vendor 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 Vendor 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 Vendor is defined as the entity entering into the Agreement, and/or its principals, employees, directors and officers and owners, provided, however, that, if the Vendor is publicly traded, the term "Vendor", for the purposes of this Section, shall not include persons owning publicly traded shares of Vendor).
- 4.9. Personal Inducements. The Vendor 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 Vendor 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 Vendor. In addition to any other remedy to which RUMC may be entitled and any other sanction to which a Vendor may be liable for a breach of the foregoing representation and warranty, RUMC, at its option, may declare any agreement between the Vendor and RUMC null and void.
- 4.10. 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 Vendor 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 Vendor 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 Vendor 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 Vendor's performance hereunder, the Vendor will promptly notify RUMC in writing of the receipt of such notice and the nature of such notice.

4.11. Access to Books and Records. To the extent required by law, RUMC and Vendor agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). Vendor further specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to the Agreement, the Vendor 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 Vendor that are necessary to verify the nature and extent of the costs charged to RUMC hereunder. The Vendor further agrees that if Vendor 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.

4.12. 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.

4.13. 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.

4.14. 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.

4.15. 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 Vendor or RUMC, or, to claims in which either Party joins the other as a third party defendant.

4.16. Insurance. The Vendor will maintain insurance against any insurable claims as set forth in Schedule B-1 attached hereto. Check with Brian if needed .

4.17. Indemnity.

4.17.1. 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.

4.17.2. Notice. It is a condition to each Party's obligations under this Section 4.17 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.

4.17.3. 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.

4.18. Representative Access. RUMC reserves the right to require, and Vendor shall upon the request of RUMC ensure that, any Vendor 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.

4.19. Background Check. Vendor further agrees that all Vendor 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 Vendor Representative access to its facilities based on the results of such inquiry.

4.20. Conflicts of Interest. The Vendor 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 Vendor. The Vendor 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 Vendor, and Vendor shall promptly disclose that financial interest to RUMC in writing. To the extent that a financial interest is disclosed by Vendor 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 Vendor and RUMC null and void.

4.20.1. 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 Vendor whether or not remuneration is received for such service; or (d) an ownership interest in Vendor, 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.

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

4.22. 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

4.23. 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.

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

4.25. 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.

4.26. 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.

4.27. 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.

4.28. 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.

4.29. 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 Vendor 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 Vendor, identify this Agreement, and be sent via registered mail, return receipt requested. Failure of the Vendor to obtain and maintain any insurance required hereunder shall not relieve the Vendor from any of its obligations hereunder, including but not limited to indemnification, or from any Vendor liability hereunder. All property losses shall be made payable to, and adjusted with, the Corporation. If claims for which Vendor 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 Vendor until the Vendor furnishes additional security covering such claims in a form satisfactory to the Corporation.

2. The Vendor shall provide proof of the following coverage:

- (a) Workers' Compensation. Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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) Vendor 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) Vendor insurance will be primary & non-contributory.

**ATTACHMENT E**  
**ALL INCLUSIVE HOURLY RATES BY STAFF TITLE**

<b>PERSONNEL</b>	<b>Hourly Rates</b>
Principal	
Project Manager	
Senior Architect / Engineer	
Project Architect / Engineer	
Field Technician	
CAD Technician	
Administrator	

- The hourly rates noted above will apply to additional service requests.
- Additional service reimbursable costs may be invoiced at the direct cost plus a \_\_\_\_\_ % multiplier.

**Provide resumes for all key personnel**

With the minimum experience levels of:

- Principal: 15 years, PE or RA
- Project Manager: 10 years, RA
- Senior Architect: 10 years, RA
- Senior Mechanical Engineer: 10 years, PE
- Senior Structural Engineer: 10 years, PE
- Senior Plumbing Engineer: 10 years, PE

**ATTACHMENT F**

**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 G

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

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**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 ("Lobbying Law").

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

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**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.

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## Disclosure of Prior Non-responsibility Determinations

Name of Bidder/Proposer:

Address:

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Person Submitting this Form:

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

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

Has any governmental entity<sup>1</sup> 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**

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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)*

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

**YES**     **NO**

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**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.**

## **ATTACHMENT H**

### **MBE, WBE Disclosure Statement**

Provide a Minority or Woman Owned Business Certification statements by either the Prime or Consultants applications. This item will be required for a minimum of 40% of the scheduled fee.

## **ATTACHMENT I**

### **Symplr**

Provide Symplr Health Care credentials for all, proposed staff that may be working on site. This item includes the cost of all associated training: HIPAA compliance, Infection control, Hospital operations, PPE, etc...

**APPENDIX A**  
**SCOPE OF SERVICES**

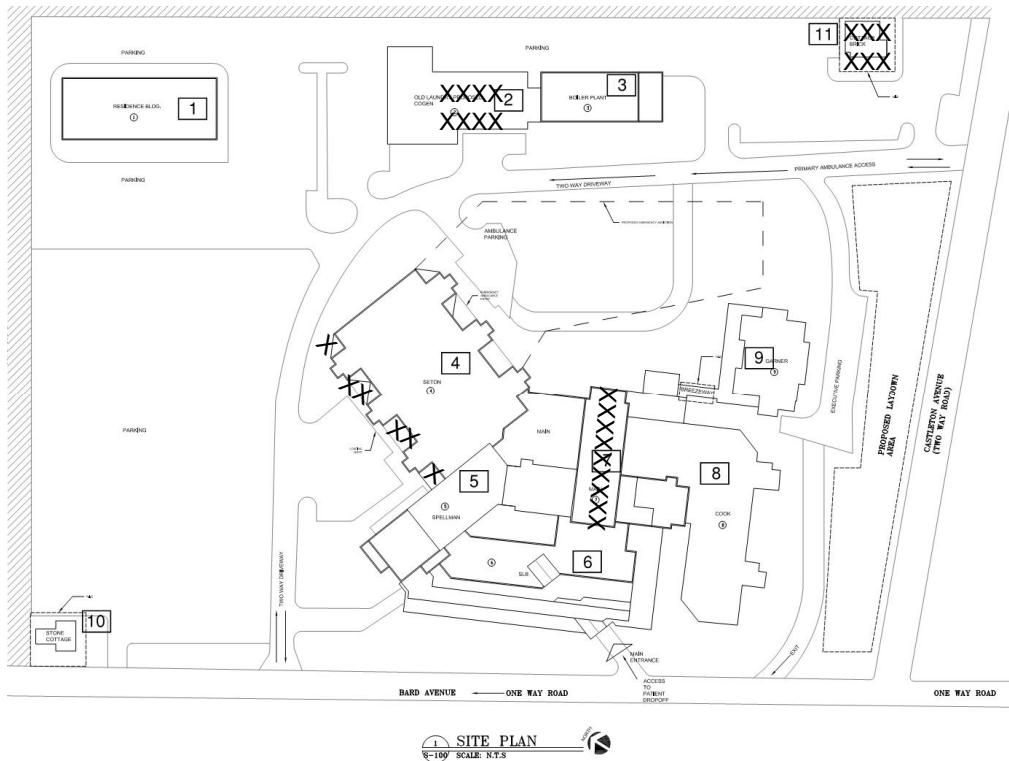
**To: Architectural/ Engineering (A/E) firm (Consultant)**

**Re: Request for Proposal for Design Services Related to Roofing Replacement & Rooftop Structure Renovation, at Various Buildings at Richmond University Medical Center (“Solicitation”)**

**I. Introduction**

The Richmond University Medical Center (RUMC) is seeking Proposals for design services for Roofing Replacement & Rooftop Structure Renovation for various buildings at RUMC. For the following buildings:

1. Residence Building - 288 Kissel Avenue, Staten Island, NY 10310
2. Chiller Roof adjacent to Cogen
3. Boiler Plant building
4. Seton building
5. Spellman building
6. Sister Lorain Bernard building – 335 Bard Avenue, Staten Island, NY 10310
7. Main Building
8. Cook Building
9. Garner Building
10. Stone Cottage



The scope of services includes complete roof replacement and associated masonry repairs and / or replacement, and related improvements, as outlined under this RFP. Refer to **Exhibit A: Attachment #1: Specific Requirements** (“SR”) which provides background information and details the Design Project requirements under this Solicitation. The CONSULTANT must submit a Proposal that complies with all format and informational requirements for the Project.

**II. Overview**

- A. The selected Architectural / Engineering (“A/E”) firm (“CONSULTANT”) will be selected to provide Design Services as outlined under the “Request for Proposal for Design Services Related to Roofing Replacement & Rooftop Structure Renovation at Various Buildings at Richmond University Medical Center (RUMC).

**III. Summary of Scope of Services**

- A. Design Lead; Contractual Requirements: The selected CONSULTANT is required to perform full Design Services as outlined in this RFP.
- B. Design Phases: Refer to the Specific Requirements for this information.
- C. Project Schedule: Refer to the Specific Requirements for this information.

**IV. Proposal Requirements and Procurement Process**

- A. General: The Solicitation consists of this cover letter, and Exhibits and Attachments thereto.
- B. Proposal Format: Proposals must be submitted in accordance with the requirements of Sections V. and VI., below.
- C. RUMC Representative for this Solicitation is **Jorge Negron**, (“RUMC’s Representative”).
- D. Any inquiries regarding this Solicitation must be submitted in writing to RUMC, by the deadline stated below, to the following e-mail address: JNegron@RUMCSI.org.
- E. Pre-Proposal Walkthrough Conference: The pre-proposal information meeting, scheduled for September 15, 2021 10am is mandatory.
- F. Solicitation Schedule: Proposers must comply with the following schedule due dates and times listed below:

<b>Activity</b>	<b>Date</b>	<b>Time</b>
<b>RUMC Issues Solicitation</b>	<b>9/10/2021</b>	<b>Before 5:00 PM</b>
<b>Consultants' Questions Deadline</b>	<b>9/21 /2021</b>	<b>Before 10:00 AM</b>
<b>RUMC Issues Addendum, if needed, &amp; RUMC Responses to Any Submitted Written Questions</b>	<b>9/24/2021</b>	<b>Before 5:00 PM</b>
<b>Proposal Submissions Due</b>	<b>9/29 /2021</b>	<b>Before 3:00 PM</b>

**V. Proposal Narrative Format**

**Note:** Each Proposal Narrative must be: a) a maximum of 30 pages not including front and back cover or fee proposal.

- A. Cover Letter (1 page)
- B. Executive Summary (1 page)
- C. Table of Contents (1 page)
- D. Technical Proposal:
  - 1. Understanding of the Services, including:
    - a. Demonstrate a understanding of the intent and scope of the Design Project.
    - b. Experience with projects of similar scope, complexity, and magnitude including experience at RUMC or other infectious disease control healthcare facilities. Include profiles of 3-5 projects completed by the CONSULTANT which are of similar scope.
    - c. Past similar experience dealing with key issues / problems and mitigation of such issues;
    - d. Any additional issues or matters associated with this type of Design Project, which the Consultant believes should be addressed; and
  - 2. Approach The proposal shall include a description of the Consultant's management and organizational approach, e.g., proposed effort for completing the Services on schedule; the methods to be used to coordinate team members, as well as a clear and comprehensive approach to successfully managing the Services.
  - 3. Schedule: Demonstrate the capacity of the CONSULTANT team to complete the Design Phase scope within the time frame given in the Specific Requirements.
- E. Part 2: Staffing Plan:
  - 1. Identification of Staff: Provide the following information for key staff only: name and title; a summary résumé; project responsibilities; and qualifications to perform the stated Design Services. Provide this information for key staff under both the CONSULTANT and the Sub Consultants included in the Proposal. (1 page maximum per resume)
  - 2. Testing Services: In addition to the above, identify the proposed Testing Company: provide the required Licenses, where required.
  - 3. Organizational Chart: Include a chart identifying the staff members assigned to the project. Indicate firm name and staff members' names and titles of CONSULTANT and Sub Consultants; and show the lines of communication and responsibilities. Indicate staff members with active Sympplr credentials.
- F. Part 3: Fee Proposal: Refer to Exhibit B – Attachment #1 Bid Form.

**VI. Evaluation Criteria**

- A. Evaluation Criteria: The Technical Proposal [Parts A and B of the Proposal, as per Section V. of this Solicitation] will be evaluated first; and the most highly rated Proposals will be selected for opening of the Fee Proposals.

1. Firm Experience	30%
2. Project Approach	25%
3. Staffing Plan and Capacity	35%
4. Fee:	10%
<b>Total Possible Score:</b>	<b>100%</b>

**B.** The highest rated and most cost-effective Proposal will be selected.

# EXHIBIT A / ATTACHMENT #1

## Design Project Information

### Specific Requirements

#### A. Scope of Services

1. General Design Goals: Assess and design roof replacement to address deterioration in creating unsafe conditions and water penetration, to include the following components: a) roof replacement; b) roof edge / railing replacement or parapet reconstruction; c) rooftop structural repairs, including bulkheads; d) ancillary plumbing repairs; and e) all associated / related improvements, as required.

#### B. Building roof Sizes are outlined below:

Item #	Building Name	Roof SF Area
1	Residence Building - 288 Kissel Avenue, Staten Island, NY 10310	10,653+/-
2	Chiller Roof Adjacent to Cogeneration	10,055+/-
3	Boiler Plant building	6,800+/-
4	Seton building	27,575+/-
5	Spellman building	8,850+/-
6	Sister Lorain Bernard building – 335 Bard Avenue, Staten Island, NY 10310	25,340+/-
7	Main Building	22,930+/-
8	Cook Building	19,400+/-
9	Garner Building	9,200+/-
10	Stone Cottage	1,200+/-

- None of the buildings on site are Landmark Buildings.
- Roof areas listed are approximate; actual roof sizes and section profiles are to be field verified by A/E vendor prior to submitting fee proposal.

#### C. Schedule Requirements

1. Design Phase Duration: The schedule for achieving approval of Design Phase – Final Contract Documents, for each building [running concurrently] is a maximum of **90 ccd's**,
2. Overall Project Schedule: The overall **planned** schedule for both the design and pre-construction phases of this project.

<u>Phase</u>	<u>Duration (ccd's)</u>	<u>Start</u>	<u>End</u>
Start of Design to completion of Bid Documents	TBD	__/__/2020	__/__/2020
Bid & Award Phase	TBD	__/__/2020	__/__/2020



<b>Registration of <u>Construction Contract</u> [Estimated]</b>	TBD	__/__/2020	__/__/2020
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**D. List of Design Components:**

1. The purpose of this list is to focus the scope of services to those tasks that are related to roof replacement and associated masonry repairs / replacement work.

**Architectural**, including but not limited to:

- a. Roof replacement designs including tapered insulation and other roofing systems.
- b. Roof drains, gutters and leaders.
- c. Terrace roofs.
- d. Asphalt shingle roofs.
- e. Roof top utility penetrations.
- f. All roofs below 60 feet above grade are to be **FEMA** large impact hurricane resistant. A critical medical facility protection requirement. Above NYC building code requirements.
- g. All roofs above 60 feet above grade are to be **FEMA** small impact hurricane resistant. A critical medical facility protection requirement. Above NYC building code requirements.
- h. Main roofs' replacement, which must meet the New York City Energy Conservation Code ("ECC") required R-value for roof assembly of R-35 or greater; ensure railing system at roof edge is compliant with New York City Administrative Building Code ("Code"); determine if refurbishment or replacement is required.
- i. Replacement of all bulkhead roofs i.e., Stairs, Machine Rooms, and Elevator Rooms.  
Masonry / Structural: This portion of the Work is expected to include the following:
- j. Repairs to the exterior facades from the top floors' window lintels up to the roof edge;
- k. All Work associated with the rooftop and rooftop structural repair, including bulkheads, concrete roof slab / structural members, and masonry repairs / replacement, as required;
- l. Through-wall flashing at base of all bulkhead walls, tying into new roofing system;
- m. Structural repairs and waterproofing of significant, water tank structure(s), where applicable, as required;
- n. Masonry – General: Replacement of existing masonry units with new must match original in color and texture; and mortar must be consistent in color and chemistry with existing mix. Further, masonry details, such as corbelling and the like, must be preserved to match original.
- o. Wood – Framing: Replacement of deteriorated wood trim or support framing. Finish and profile to match existing. All replacement support framing to meet hurricane impact loads, resistance requirements.
- p. Ancillary Plumbing Repairs: Only ancillary plumbing repairs are required to ensure the roof drainage systems are operable and fully functioning. Plumbing design services would include the following, for all drains, drain leaders and traps at roof level. Replace all roof drains (all hardware to be Vandal resistant). If located in the cellar or crawl space, replace all existing roof drain traps.

**2. Structural design**, including, but not limited to:

- a. Masonry structures including brick and block masonry structures, compactor stacks, chimneys, bulkhead and roof water tank enclosure repair and upgrade, exterior cavity walls, solid infill and bearing walls;

- b. Steel structures including metal parapet walls, beams, columns, floor framing, slabs on deck, dunnage framing, lintels, shelf angles, stairs, fire-escapes, platform and access ladder upgrading.
  - b. Wood wall or roof framing members.
- 3. **Specification writing**, including, but not limited to:
  - a. Specifications in Master Specification format.
- 4. **Cost estimating**, including, but not limited to:
  - a. Performing quantity take-offs;
  - b. Obtaining material and equipment cost data;
  - c. Consideration of project access and operational constraints;
  - d. Local labor costs at Prevailing Wage Rates;
  - g. Cost Estimates shall be provided with each Design Submission.
  - h. Estimates may include hazardous material abatement costs as necessary;
  - i. Cost Estimates shall be provided in Master specification format.”
- 5. **Construction Administration**
  - a. Provide full Construction Administration Services including but not limited to field visits and field observation reports, answering RFI's, required Addenda and / or Bulletins, Submittals reviews, and final sign-offs of all applicable regulatory requirements.

## **E. Specific Tasks by Design Service:**

- a. Cost Estimating: The CONSULTANT will be required to develop Cost Estimates in CSI format at each design submission, including mark-up, contingencies, and hazardous material abatement as required.
- b. Hazardous Materials Testing and Abatement Plans: After testing and receipt of hazardous materials testing reports. The selected CONSULTANT will be required to prepare a set of Drawings that fully describe the requisite abatement work.

## **F. Specific Requirements By Design Phase**

### **F.1 Design Development Phase**: Perform the following tasks in this phase:

- 1. Roofs' Assessment: Assess the existing conditions related to the Design Project as described under this SR, and submit in a Memo format along with the other Deliverables required under this Phase.
- 2. Conduct Field Visits: Visit the Site to visually inspect the building conditions to verify existing documentation, as these relate to the areas included Scope of Services.
- 3. Prepare Existing Conditions Roof Plans and Elevations: Indicate:
  - a. Roof Plans: Tremco Report layout showing existing slopes, roof drains and vents, bulkheads and stair door and window openings, chimneys, water towers, lightning protection, cables and IT equipment, and all other appurtenances related to the Scope of Services; and
  - b. Elevations: Elevations of the top floor of the buildings, showing the conditions of the top of top window lintel to top of roof, including the parapet or railing conditions; also show all Elevations of all bulkheads and other structures above the roof level.
- 4. Prepare Specifications: Develop specifications in CSI Master Spec format
- 5. Design Submission: Submit Contract Documents at 50% and 75% completion for RUMC review.

Prepare a cost estimate in CSI format at each submission.

**F.2 90% Design Documents:** The Contract Documents shall be submitted by the Consultant for a final review by RUMC, the CONSULTANT will then incorporate all the remarks and must submit the CD's electronically. Final Estimates of Cost: Prepare a cost estimate in CSI format developed at 90% completion.

**F.3 100% Design Documents:**

1. Compliance Design Documents: Provide a complete and coordinated set of biddable Contract Documents, incorporating all final RUMC design review comments.
2. Cost Estimate: Prepare a cost estimate in CSI format at 100% submission.
3. NYCDOB Submission: The CONSULTANT must file the Drawings and DOB paperwork at this Phase; and respond to any DOB Objections.

**G.4 Bidding Phase:**

1. Publish drawings and specifications for Bid,
2. Bidders walkthrough
3. RFI review and responses
4. Issue Addenda
5. Bid Review and leveling
6. Bidders interviews

**H.5 Construction and Close-Out Phases:**

1. Attend Construction Progress Meetings as required
2. Provide site observations and field reports.
3. Provide Closeout Activities including as-built drawings, as required.
4. Close all associated building permits.
5. Review and approve all AIA contracts and payment requests associated.

**I. Design Meetings / Field Visits:**

1. Below are the minimum meetings required for contract:
  - a. Design Kick-Off Meeting
  - b. Field Visits during Design Phases as the CONSULTANT may need to verify existing conditions
  - c. A Design Progress Meeting after RUMC review of each Deliverable submission.
2. Prepare, revise and distribute Meeting Minutes to all attendees.

**H. Expediting Services:** Agency Filings must be included. Including permit close after the project is signed off.

- I. **Special Inspections:** The CONSULTANT must identify all Special Inspections as required by NYC Building Code, and provide sign-on and sign-off on all required Department of Buildings' Technical Responsibility ("TR") forms.

**\*\*\* End of EXHIBIT A – Attachment #1 \*\*\***

**\*\*\* End of EXHIBIT A \*\*\***

## EXHIBIT B

### ATTACHMENT #1: Fee Proposal

***(Must be placed with Proposal)***

Indicate in the table below the below lump sum fee per building and phase.

Item #	Building Name	Design Service fee - (1.)	Permit filing fee - (2.)	Bidding fee - (3.)	CA - fee - (4.)
1	<u>Residence Building - 288 Kissel Avenue, Staten Island, NY 10310</u>				
2	<u>Chiller Roof adjacent to Cogen</u>				
3	<u>Boiler Plant building</u>				
4	<u>Seton building</u>				
5	<u>Spellman building</u>				
6	<u>Sister Lorain Bernard building – 335 Bard Avenue, Staten Island, NY 10310</u>				
7	<u>Main Building</u>				
8	<u>Cook Building</u>				
9	<u>Garner Building</u>				
10	<u>Stone Cottage</u>				

1. Design service fee to include: Site investigations (By Symplr credentialed staff only), As built documents, Probes, Asbestos testing and report, Lead paint testing and report, Asbestos and led paint abatement documents, 100% Construction Documents (include all deteriorated: MEP roof penetrations, Structural roof penetrations, structural slabs, masonry parapet walls, guardrails or other specialty roofing condition repairs), Construction budgets by building, Including six separate RUMC site meetings.
2. Permit filing fee to include: Expediting and responding to DOB comments as needed to obtain approvals. Permit closing documents upon work completion for RUMC's file.
3. Bidding fee to include: Publishing drawings and specifications for Bid, Bidders walkthrough, RFI review and responses, Addendums, Bid review and leveling, Bidders interviews, Including four RUMC site meetings.
4. CA fee to include: Fifty (50) progress meetings and construction observation visits (By Symplr credentialed staff only), Photographic field reports, Field conditions construction document addendums, Submittal reviews, Special Inspections. Additional site visits, if required, may be invoiced at standard hourly rates.

Signed: \_\_\_\_\_  
Respondent Firm Name (Type)

\_\_\_\_\_  
Principal Name (Type)

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Date

**\*\*\* End of EXHIBIT B – Attachment #1 \*\*\***

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EXHIBIT B

ATTACHMENT #2: Acknowledgement of Addenda to Solicitation

*(Must be placed with Proposal)*

**Complete Part I or Part II as applicable**

**PART I**

ADDENDUM #1, DATED

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ADDENDUM #2, DATED

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ADDENDUM #3, DATED

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ADDENDUM #4, DATED

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ADDENDUM #5, DATED

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ADDENDUM #6, DATED

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ADDENDUM #7, DATED

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LIST FURTHER ADDENDA AND DATES RECEIVED:

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**PART II**

SOLICITATION

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS MINI-

PROPOSER'S NAME: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

**\*\*\* End of EXHIBIT B – Attachment #2 \*\*\***

**\*\*\* End of EXHIBIT B \*\*\***