

**NASSAU HEALTH CARE CORPORATION
a/k/a the NuHealth System**

Request for Proposals for

ENERGY PERFORMANCE CONTRACT

RFP 2017-022

Contact and Submission:

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***ALL WRITTEN COMMUNICATIONS IN CONNECTION WITH THIS RFP, INCLUDING EMAILS, MUST CONTAIN THE TITLE OF THE RFP AND CORRESPONDING NUMBER SET FORTH ABOVE, IN THE SUBJECT LINE OF SUCH COMMUNICATIONS**

Anticipated Schedule:

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| • Issue RFP | August 22, 2017 |
| • Pre-Site Visit Deadline for Questions | September 15, 2017 |
| • Site Visit | October 3, 2017. |
| • Post-Site Visit Deadline for Questions | October 17, 2017. |
| • Proposals Due | October 31, 2017. |
| • Interviews, if required | To be determined |

Dates indicated above are subject to change at the sole discretion of Nassau Health Care Corporation.

SCHEDULE A

DESCRIPTION OF SERVICES SOUGHT

Please read the full text of the Request for Proposals to which this Schedule is attached for important information concerning the terms of this Request for Proposals and additional required information.

1. Introduction/Background

Nassau Health Care Corporation (“NHCC”), also known as the NuHealth System, is a New York State public benefit corporation created by the New York State Public Authorities Law. NHCC operates Nassau University Medical Center, a 530-bed tertiary care teaching hospital (“NUMC”) and the A. Holly Patterson Extended Care Facility (“AHP”), a 589-bed skilled nursing facility. Additionally, NHCC co-operates various Community Health Practices in partnership with Long Island FQHC, Inc., a non-profit, consumer-driven organization created to help address the health needs of the region’s most vulnerable populations. NHCC is affiliated with Northwell Health (formerly known as the North Shore-Long Island Jewish Health System) and the Health Sciences Center of the State University of New York at Stony Brook and maintains a strong commitment to the education of healthcare providers.

NUMC has been the primary source of medical care for millions of Nassau County residents since 1935. With its 19-story main tower, NUMC is Nassau County's tallest building and a familiar Long Island landmark. As the region's premier Level I trauma center, NUMC treats many of the County’s most critically injured patients, and has long carried the responsibility of being the region’s “safety net” hospital. Additionally, NUMC maintains a strong commitment to medical education. NHCC is academically affiliated with the Northwell Health, the Health Sciences Center of the State University of New York at Stony Brook, the New York Institute of Technology College of Osteopathic Medicine, the New York College of Podiatric Medicine, and the American University of the Caribbean School of Medicine.

AHP is recognized nationally as a model for skilled nursing facilities. AHP offers innovative care in an environment that treats the 'whole' person. The skilled and caring medical staff responds to the physical, social and emotional needs of each resident.

NHCC’s Community Health Practices are bringing a new kind of care to the communities that need it most. It is the goal of NHCC to see that every Long Islander has a “medical home” - a place where people you know provide the kind of primary and preventative care that safeguards the health of you and your family.

2. Scope of Services

The Scope of Services (“Scope”) outlined below has been established for the purpose of achieving and implementing program goals and objectives described in this document. Although the Scope is intended to serve as a reference in the preparation of the proposal, forthcoming proposals may offer additional services which support the goals of this RFP.

I. Introduction

The objective of this RFP is to solicit proposals for a project to assist NHCC to become as energy efficient as possible through installation of energy conservation measures, upgrades and implementation of optimal operation and maintenance procedures. NHCC wishes to implement the proposed comprehensive energy project on an energy performance contract basis, as described in New York State Energy Law §9-102(4). Only projects which have a return investment of less than 18 years, reduce real energy consumption, and are funded under a guaranteed performance basis will be considered.

The Project Goals include, but are not limited to, the following Energy Conservation Measures (“ECM”): (1) improving comfort conditions and indoor air quality; (2) replacing and/or upgrading old and/or inefficient systems; (3) improving utilization of technology; (4) upgrading air conditioning systems where applicable; (5) collecting and managing building/facility information in “real time”; (6) minimizing financial and technical risk; (7) establishing current base usage for energy (oil, gas, electricity and steam); (8) maximizing positive cash flow to NHCC and (9) reducing energy usage.

This RFP does not commit NHCC to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP, or to procure or contract for services. NHCC intends to award a contract to an Energy Service Company (“ESCO”) on the basis of the best interest and advantage to NHCC and reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified Proposers or to cancel this RFP in part or in its entirety, if it is in the best interest of NHCC to do so. NHCC may select as the successful Proposer that proposal which, in NHCC’s sole discretion and with whatever modifications NHCC and the proposer may mutually agree upon, best meets NHCC’s requirements whether or not that proposal is the lowest priced. No Proposer shall have any legal, equitable, or contractual rights of any kind arising out of its submission or a proposal except as and to the extent that NHCC in its sole discretion shall enter into a contract with the proposer that it selects as the successful energy performance contractor.

Please note that this RFP requires adherence to the New York Energy Law §9-103 (Energy Performance Contracts), as amended, and Section 2 of the General Municipal Law, which set forth the following requirements:

- The amortization period shall not exceed the term of the energy performance contract.
- The ESCO's fee will be established as a percentage (see Appendix II, Form V) and will be separate from ECM hard costs of the ECMs to provide transparency.
- The ESCO must guarantee the recovery of contract costs from energy savings over the term of the energy performance contract, which shall not exceed 35 years, and in accordance with New York Energy Law §9-103(1) ("Energy Performance Contracts").
- The development and approval of an energy performance contract in accordance with subdivisions 2,4,5,6 and 7 of Section 9-103 of the New York Energy Law §9-103: Energy Performance Contracts.

Proposers shall be aware of and responsible for complying with all laws, rules, regulations and orders, as amended, that will or may affect the scope of work to be performed pursuant to this Request for Proposals.

NHCC reserves the right to accept a proposal by item or as a whole, or at its discretion, may reject any or all proposals and re-advertise for new proposals, if in its opinion the best interest of NHCC is promoted. NHCC reserves the right to waive any informality in any proposal and to change the quantity or delete any item from the proposal.

Any proposal submitted cannot be withdrawn for ninety (90) days subsequent to the date of the RFP due date.

Proposers must become fully acquainted and familiar with the conditions as they exist and the character of the operations to be carried on under the proposed contract, so that the Proposers may fully understand the facilities, difficulties and restrictions affecting the execution of the work under these specifications.

Proposers shall thoroughly examine and be familiar with all the specifications. The failure or omission of any proposer to receive or examine the specifications, or to visit the site and become acquainted with the conditions there existing, shall in no way relieve the proposer from any obligations with respect to the performance of the proposed contract and the contemplated work therein. **Proposals which do not follow the format provided for in this RFP will not be considered.**

As with any capital construction project, the Energy Services Company ("ESCO") should comply with the New York State Energy Law Article 9 – "Energy Performance Contracts in Connection with Public Buildings and Facilities on the development and implementation of an energy performance contract."

II. Current Expectations

Under this solicitation, it is expected that only one ESCO will be selected to perform all of the work for NHCC. NHCC will consider Energy Performance Contract (“EPC”) proposals based on either a guaranteed savings agreement or a shared savings agreement. For either form of agreement, New York Energy Law §9-103(2) requires an executory clause under which payments are subject to annual appropriations. It is expected that savings or guarantees provided by the ESCO selected will fully offset the project costs involved for NHCC.

It is currently planned that NHCC will purchase, finance, and own any new equipment installed as a result of this project. NHCC reserves the right to consider its options relative to the purchase, finance, and ownership of any new equipment installed. Proposals are expected to include the proposer’s services in connection with such arrangements. **ALL SERVICES SHALL BE STATED SEPARATELY.** Proposer may wish to propose alternative arrangements (as long as they are permitted under New York State laws and regulations) for acquisition, financing, and ownership of such equipment.

Proposals should include financing provided directly by the ESCO. All guarantees shall be first party guarantees with the ECSO as first party. Proposers must demonstrate how the project proposed is guaranteed. **NHCC WILL ONLY CONSIDER CONTRACT PROPOSALS BASED ON A FIRST PARTY GUARANTEED SAVINGS AGREEMENT. THE FIRM PROPOSING ANY GUARANTEED SAVINGS MUST DIRECTLY MAINTAIN GUARANTEED LIABILITY. NO THIRD PARTY GUARANTEES WILL BE ACCEPTED.** NHCC further reserves the right to finance and/or refinance any energy performance contract, in part or in whole, as may be in the best interest of NHCC to obtain the lowest cost possible. Such determination shall be at the sole discretion of NHCC.

By submitting a proposal, Proposer shall warrant and represent that it has become fully familiar with the conditions and operations related to the project, including but not limited to the location, condition, layout and nature of the work required to be performed, the site, generally prevailing climatic conditions in the area, anticipated labor supply and cost, availability and cost of materials, tools and equipment, the character, quality and quantity of surface and sub-surface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the specific conditions under which the work is to be performed, and all matters which may in any way affect the work or its performance, and has examined the RFP an all information contained herein. The Proposer further represents that as a result of such examinations and investigations, it thoroughly understands the project and its intent and purpose and is familiar with all applicable codes, ordinances, laws, regulations, and rules as that apply to the work, and that Proposer will abide by same. The failure or omission of any Proposer to receive or examine the specifications, or to visit the site and become acquainted with the conditions there existing, shall in no way relieve the Proposer from any obligations relating to the performance of the project work, or any contract related to the project. No subsequent claims will be recognized for additional costs of labor, materials, appliances, equipment, etc. for difficulties encountered that could have been foreseen had such an examination been made.

Failure to meet the minimum Energy Performance Contractor qualifications set forth in Section J and follow the proposal format in Section K shall be grounds for

disqualification. Nevertheless, NHCC reserves the right to waive any informality in any proposal and to change the quantity or delete any item from the proposal.

NHCC reserves the right to accept this proposal by component or part or whole or, at NHCC's discretion, reject any or all proposals and to re-advertise for new proposals, if in its opinion the best interests of NHCC are promoted.

This RFP does not commit NHCC to award a contract, pay any cost incurred in the preparation of a proposal, comprehensive energy audit or to procure or contract for services.

III. ESCO Services and Fees

- A. The EPC Agreement contemplated by the RFP will require the awarded ESCO to perform the following tasks:
 1. Develop and implement an Energy Performance Contract for NHCC that will produce sufficient energy savings to self-fund, throughout the duration of a maximum of an eighteen (18) year Energy Performance Contract [provided the average lifetime of the equipment exceeds the contract term], the Energy Conservation Measures installed at NHCC's facilities identified within this RFP.
 2. Serve as the General Contractor for the project, and be subject to all laws and requirements applicable to NHCC, including the public bidding and public work contracting laws of the State of New York. ESCO shall be responsible for employing duly prequalified subcontractors and perform the duties generally associated with a General Contractor, including project management, preparation and oversight of project schedules, supervision of subcontractors and installation work, payment of subcontractors and suppliers, project completion, and commissioning of Energy Conservation Measures;
 3. Coordinate with NHCC's Engineer of Record, as required.
 4. Apply for and allocate all applicable energy-related financial incentives, rebates and grants made available by the State and Federal governments.
 5. Submit progress payment authorizations based on an agreed schedule of values as required by the EPC.
 6. Facilitate energy savings reviews with NHCC based upon agreed time frames.
 7. Prepare documentation necessary to periodically report to NHCC regarding the implementation of the EPC.
 8. Perform other tasks reasonably deemed to be necessary and appropriate by the parties.

- B. The ESCO Fee Proposal shall include all products and services necessary to fully develop and implement the EPC, including:
 1. **All engineering:** verification of findings identified within NHCC's energy audit, solution development, engineering, environmental evaluation and

permitting, creation of bid specification and design drawings, obtain local building official approvals of plans and specifications, and rebate calculation and application.

2. **All estimating and procurement:** all pre-bid cost estimating and scoping of bid **packages** and work categories. Upon the completion of plans and specifications for work scope, the selected ESCO shall assemble bidding documents into appropriate bidding packages. This would include, but not be limited to, creation of bid specifications, listing of required subcontractors, based on State or local pre-qualifications, prevailing wage inclusion surety bonding, public works contractor registration and Equal Employment Opportunity Compliance. Conducting pre-bid meetings and site walk-downs with interested bidders, response to bidders' questions and issuance of clarifications and addenda, and award to the lowest responsible bidder. NHCC must give final approval on trades and subcontractor contracts awards.

3. **All program development:** all pertinent costs and fees associated with the general **development** of the performance contracting program.

4. **All general conditions and general requirements:** the General Conditions will include **all** costs necessary to implement the program. These would encompass the items of work that do not become part of the permanent construction, including on-site management (direct personnel expense for project management, job superintendent, etc), trailer costs, equipment for administering of the work, and utilities such as electric and gas. General Requirements should be deemed to include temporary facilities and controls such as fencing, barricades, weather protection, temporary heat during construction, power for construction including the utility usage, dumpsters, portable toilets, surveying and testing.

5. **All insurance and bonds.**

6. **All overhead, profit and risk costs.**

7. **Any other cost or fee required to fully and completely implement the EPC, to the extent permitted by law.**

The ESCO shall have the right to all environmental, energy, tax, financial and electrical- related attributes, rights, credits, benefits and characteristics associated with or arising out of the transactions contemplated by this EPC. This shall include, but not be limited to tax filings under Internal Revenue Code Section 179D. The ESCO will be designated the sole Section 179D beneficiary.

IV. General Information

Proposals are requested for the provision of services for the reduction of energy consumption and for maintenance and operational service on a performance contracting basis at NHCC buildings and facilities owned by NHCC. Specifically, the Energy Performance Contractor selected as a result of this RFP will be expected to provide the following:

A. Project Parameters

1. Provide comprehensive energy services for buildings and facilities serving NHCC, including but not limited to:
 - Performance of a Comprehensive Energy Audit.
 - Services in connection with the design and specification of equipment and systems to be used in providing energy efficiency services.
 - Procurement and installation of new equipment and refurbishing existing equipment. All new and refurbished equipment must be consistent with the existing equipment at NUMC and all NHCC facilities.
 - Commissioning of the equipment, as per USGBC-LEED and ASHRAE Guideline I-1996 standards.
 - Preventive and emergency maintenance and servicing of the equipment installed, only through warranty period and no reductions in staffing.
 - Staff training.
 - Services in connection with arrangement of financing of the equipment.
 - Energy savings performance guarantees.
 - Identification of available financial incentives or rate reductions from companies supplying oil, gas, electricity, or transmission or distribution service for gas or electricity.
 - The energy services company must work cooperatively with facility management and NHCC in coordinating this project.
 - All paperwork necessary for obtaining State Aid and any other form of energy aid available, as well as obtaining approvals from any town, County or State agencies.
 - The EPC has the obligation to determine if hazardous materials/wastes will be disturbed or handled/disposed of in performing the project. Hazardous materials/wastes include, but are not limited to, asbestos, lead paint, mercury and PCBs. If hazardous materials/wastes must be disturbed, removed and/or remediated and/or disposed of, the ESCO must advise NHCC beforehand and perform such activities in accordance with all Federal and State regulations and pay for the cost of said activities out of the project savings.

2. Assumptions for Project Parameters

- Operating and Maintenance (O&M) costs generally shall not be included in cash flow or ECM proposals. Estimates of Operating and Maintenance cost savings may be listed for informational purposes only, however O&M will be permissible for interior and exterior LED lighting only and may be included in the cash flow. O&M calculations must be clearly documented to be accepted.
- Interest or Discount Rates shall be assumed to be 4.0%.
- Financing Term shall be assumed to be 18 years and will coincide with state aid payments if possible.
- Two percent (2%) escalation of energy cost per year is permitted.
- No escalation of project costs or maintenance costs.
- List estimate of available rebates – do not factor in State Aid determinations. Subtract estimated rebates from Total Project Cost to determine Net Project Cost upon which lease payments are based.
- State Aid – in determining State Aid, subtract any non-aidable project costs – i.e. ineligible lighting measures, vending machine controls, computer power management, software, re-caulking, etc. List total value of non-aidable costs.
- Heating season should be generally assumed to be September 15 to May 31.
- Cooling season, as applicable, should be generally assumed to be April 1 to October 31.
- Operating hours may be generally assumed to be for NHCC buildings and administrative facilities. Actual baseline operation hours must be determined for each building and area and refined during audit process by the Energy Performance Contractor.
- Assume one year of interest accrual for the construction period in your financial Pro-Forma.
- Use NHCC's most recent provided **fiscal year** as the baseline for your energy usage in the EPC project response. The yearly energy use shall be based on a 12 month period, to be identified at the pre-proposal conference/site visit.
- Include Measurement and Verification (M&V) costs for 3 years as part of your proposal. M&V methods must be in accordance with the North American Energy Measurement and Verification Protocol (NAEMVP) as appropriate. Indicate in your RFP response the M&V Option being employed for each measure. Options B or C should be employed for all major fuel-side (thermal) saving measures. Option A may be employed for electrical savings as appropriate. At no time may measures be simply noted as “stipulated savings”.

- Break out all proposed Energy Conservation Measures, ECM's (electric or thermal) separately, noting savings and costs for each individually.
- Include a chart clearly signifying the positive environmental impact of your proposed EPC.
- When developing the project Pro-Forma, payments for financing equipment will be level or lower for all finance years. No escalating payments will be permitted.

B. SCOPE OF WORK

Identify the most effective measures that can be taken to reduce consumption and costs for heating, cooling, ventilation, lighting, water heating and other energy uses in each facility. The proposal should address consumption of all energy sources including oil, gas and electricity. Measures may involve controlling, modifying, adding or replacing equipment and systems. Establish consumption levels for all current services as a baseline for measurement of savings. NHCC desires to undertake the largest possible project without deficit or negative cash flow at any time during the project term.

The technical strategies address by the proposal may include, but are not limited to, the following items:

- Lighting and lighting controls, including fixture replacement, occupancy sensors and day lighting.
- Large scale roof or ground mounted solar generation.
- All major heating and cooling equipment, including HVAC, air handling and related insulation.
- Installation of computerized environmental control and energy management systems and calibration and repair of existing temperature control systems.
- Envelope components such as roofs, doors, windows, insulation and weatherization.
- Demand limiting strategies, including cogeneration, if appropriate.
- Assistance with the procurement of electric, gas, oil, biofuels and other utilities.
- In a building served by a steam system, the condition of the system, traps, condensate, pumps, etc.
- Possible replacement or refurbishment of unit ventilators.
- Evaluate both boiler/burner replacements versus burner replacements where applicable.
- Roof replacements.
- Boiler controllers.

C. ADDITIONAL INFORMATION:

ESCOs must disclose the estimated project cost, annual energy savings and potential frontloaded capital generation. They must identify the size, electric usage, natural gas usage, total energy and site EUI in their responses. Financial pro formas must be included.

All applicable codes and standards must be adhered to. Existing ventilation code requirements not met shall be identified as such. Failure to do so may subject RPF submission to be considered non-complete.

D. SYSTEMS TO BE INSPECTED/INVESTIGATED FOR CONSIDERATION IN RFP RESPONSES:

- Large-scale photovoltaic (“PV”) solar systems.
- Cost/benefit analysis for interior and exterior LED lighting retrofit/replacement upgrades.
- Roof mounted or carport/walkway/canopy solar PV Systems.
- Window replacements facility wide.
- Roof replacements on the wings of all NHCC facilities.
- Use of Cogeneration within NHCC buildings where applicable.
- Exterior Door Upgrades that are compatible with future security upgrades, such as remote lockdown.
- Replace water distribution pumps with premium efficiency, variable-speed units as appropriate.
- Direct Digital Controls: upgrade/installations
- Air Handler replacement/retro commissioning
- Chiller Plant upgrades
- Cooling Towers upgrades
- Boiler Plant upgrades
- Metering and Sub-Metering
- Housing Buildings HVAC upgrades and electrical upgrades and individual electric metering to apartments

NOTE: the replacement of equipment or disturbance of materials is the ESCOs responsibility and must be performed in a manner that prevents the release of asbestos, lead, PCBs, mercury, and/or other hazardous materials and provide for their proper disposal. NHCC requires a chain of custody or all materials from source removal to disposal.

Each building, including all portables, identified in this solicitation must be evaluated for any potential savings.

Responses must include proposals for each of the following buildings:

Campus	Buidling	Square Footage
NUMC	DCB	927,852
NUMC	A	52,661
NUMC	B	52,475
NUMC	B2 - outpatient clinic	2,405
NUMC	D	49,113
NUMC	E	62,093
NUMC	F	16,100
NUMC	G	70,560
NUMC	H	19,080
NUMC	J	17,620
NUMC	K	19,080
NUMC	Q	50,073
NUMC	R	50,740
NUMC	S	20,373
NUMC	T	1,530
NUMC	Z	3,790
NUMC	Activities Building	12,810
NUMC	Maintenance	41,695
NUMC	Boiler Plant	46,910
NUMC	Green House	4,625
NUMC	Staff Housing (150 apts in 8 buildings)	129,150
NUMC	Total:	1,650,735

AHP	Nursing Home	448,670
AHP	Boiler Plant	6,750
AHP	Maintenance	13,400
AHP	Fire Marshal	9,800
AHP	VEEB	11,800
AHP	Total:	490,420

Grand Total		2,141,155 square feet
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NHCC may add to this list if desired.

ESCOs are expected to propose preliminary Comprehensive Energy Audits that address and resolve the specific areas of concern identified for the buildings listed above.

NET ECONOMIC VALUE TO THE COMMUNITY

It is important to NHCC to support local economic development and to utilize local labor. Proposers must disclose their detailed plans to support both of these areas, including:

- The percentage of the project allocated to local labor.
- Number of jobs created.
- Utilization of MWBE.

In the event that the Project involves removal of asbestos or other hazardous materials, the ESCO shall coordinate any asbestos/hazardous material testing and sampling with NHCC's Environmental Consultant. All costs associated with such testing/sampling shall be the responsibility of the ESCO.

E. CONTRACT FINANCIAL STRUCTURE AND INSURANCE REQUIREMENTS

1. Financial Structure

Proposals should structure the terms of NHCC's obligation to pay for the services provided on a performance contracting basis and submit a suggested performance contract and if necessary, ancillary agreements that specifically meet the needs of NHCC. Proposers may substitute an example of an executed performance contract with any ancillary agreements that would be the basis for negotiation of a contract with NHCC. All contracts and ancillary documents are subject to the review, modification and approval of NHCC's legal counsel and shall incorporate the terms and conditions of the RFP, including the minimal terms and conditions of Schedule B ("Standard Clauses for NHCC Contracts") attached hereto. Payments from NHCC to the ESCO selected under the RFP must be based on guaranteed savings.

Proposer's attention is directed to Article 9 of the New York State Energy Law governing energy performance contracting in connection with public buildings and facilities. All proposed energy performance contracts and other financing arrangements proposed must be capable of being implemented under the laws, rules and regulation of the State of New York.

Proposal shall list the costs for all (1) sub-contractors; (2) Energy Performance Contractor Project Management; and (3) overhead and profit. Such costs shall be stated separately for each measure.

The savings guarantee must be integrated into the financing to guarantee coverage of all NHCC costs each year during the term of the contract(s), and for the entire project.

Each NHCC building identified in this solicitation must be evaluated for any potential savings. This RFP also includes the square footage for each building. At the time of the pre-proposal conference or shortly thereafter, NHCC will either provide copies of fuel, electric, oil or other utility bills as needed or provide the ESCO with letters of authorization allowing the ESCO to obtain such information directly from the utility companies. For proposal preparation, this may require up to two years of billing data. Proposers are expected to prepare a baseline and usage profile from this information. Whenever possible, NHCC will make copies of mechanical and electrical drawings of the facilities under consideration available. NHCC will provide written information about

any current construction projects underway or projects under consideration and any proposed changes in use or occupancy at the mandatory pre-proposal conference.

Upon review of proposals received in response to this RFP, NHCC expects to select a single ESCO to conduct a Comprehensive Energy Audit of the facilities to verify that the estimates in the proposal are valid. **There shall be no charge to NHCC for the Comprehensive Energy Audit nor any cost associated with the Audit and the Report.** If a viable project is identified, NHCC expects to negotiate a performance contract through its legal counsel with the Energy Performance Contractor to provide for the implementation of the proposed project.

2. Insurance Requirements

In addition to the coverage required under the Standard Clauses for NHCC Contracts (see Schedule "B", §6, annexed hereto) and under the same terms and requirements of such coverages, the ESCO shall provide hazardous material liability insurance as follows: \$1M/\$5M, including products and completed operations. Such insurance shall include coverage for the ESCO's operations including but not limited to removal, replacement enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. If a retroactive date is used, it shall pre-date the inception of the Contract. If motor vehicles are used for transporting hazardous materials, the Energy Performance Contractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948) as well as proof of MCS 90. Coverage shall fulfill all requirements set forth herein and shall extend for a period of three (3) years following acceptance by NHCC of the Certificate of Completion.

The ESCO shall require all subcontractors to carry similar insurance coverage and limits of liability as set forth herein and adjust to the nature of subcontractors' operations and submit same to NHCC for approval prior to start of any work. In the event the ESCO fails to obtain the required certificates of insurance from its Subcontractors and/or Architect/Engineer, and a claim is made or suffered, the ESCO shall indemnify, defend, and hold harmless NHCC, its officers, agents or employees from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation that will be provided for in the contract.

The ESCO assumes responsibility for all injury or destruction of the ESCO's materials, tools, machinery, equipment, appliances, shoring, scaffolding, false and form work, and personal property of ESCO's employees from whatever cause arises. Any policy of insurance secured covering the ESCO or the Subcontractors leased or hired by it and any policy of insurance covering the ESCO or Subcontractors against physical loss or damage to such property shall include an endorsement waiving the right of subrogation against NHCC for any loss or damage to such property.

F. CONDITIONS TO BE MAINTAINED.

The following energy end use conditions must be maintained at the facility(ies). Any efficiency measures proposed must allow for the maintenance of these conditions, as well as comply with all codes and State requirements and any other regulatory agency or authority.

- Minimum temperature: temperatures in occupied areas during the hours of 7:00 AM to 8:00 PM, or during scheduled activities, must be maintained at no less than 68°F during the heating season (September 15 to May 31).
- Maximum temperature: temperatures in occupied areas during the hours of 7:00 AM to 8:00 PM, or during scheduled activities, must be maintained at no more than 74°F during the cooling season (where air conditioning equipment is located).
- Water heating: hot water for kitchen use must be supplied at a temperature between 140° and 160°F for wash tank use, and between 180° and 190°F for final rinse hot water. Domestic hot water must be delivered at a temperature between 100° and 115°F.
- Air changes/ventilation requirements: within code at all times, including ASHRAE NYS Mechanical Code standards for fresh air ventilation and FGI Guidelines for Design and Construction of HealthCare Facilities 2010 Edition.
- NHCC reserves the right to increase or decrease the minimum and maximum temperatures provided above.

G. FINAL ACCEPTANCE REQUIREMENTS

The successful Proposer will conduct testing/commissioning prior to acceptance.

In no case will NHCC acceptance be sooner than thirty (30) days after installation, initiation of service and receipt of all required material and training defined herein. The term of the contract will not begin until the ESCO's receipt of NHCC's acceptance letter. The Proposer will provide all labor and material required to repair defects to the system during the acceptance period *at no charge to NHCC*. Warranty and regular maintenance support will start after acceptance by NHCC.

Maintenance agreements must provide two (2) hour response to any service interruption problem from the time of notification of system outage or other major system failure that involves the loss or significant interruption or slowdown of any service to any NHCC location. Full restoration must occur in no more than four (4) hours from notification.

Maintenance agreements must provide four (4) hour maximum response from the time of notification for a minor failure or intermittent failures that involve any service other than a loss of connectivity. If the day following notification that is not interrupting service is not a regular workday, the ESCO shall cause its personnel to be at the impacted facility by 8:00AM on the succeeding workday.

The ESCO must maintain a service log at NHCC Office of Facilities and Operations.

The vendor shall provide written documentation of the system and installation, including but not limited to:

- Test results;
- Equipment specifications;
- Authority over all sequence of operations
- Multiple licenses and software
- Back-up copies of all software programming provided on non-magnetic media
- All documentation, maintenance manuals, and as-builts
- System configurations and equipment locations

H. PROJECT PHASES

1. RFP Phase:

Based on information gathered during the RFP phase, Proposer will provide a preliminary assessment of the energy efficient opportunities available at all NHCC buildings identified above in Section D (“Systems to Be Inspected/Investigated”), based on the information provided in this RFP, a tour of the facilities, and any additional information provided by NHCC. Proposer must submit a list of the estimated implementation cost and the energy cost savings. **The estimated cost and cost savings must be submitted as part of the written proposal in the format specified in Section K, and Form 2 (Appendix II). Failure to include the same may be grounds for rejection of the proposal.**

The ESCO will be selected from the qualified Proposers based on the written proposal, interviews with top candidates, and a reference check, as further described in Sections I and J, below.

The ESCO will be responsible for the entire project but may use qualified subcontractors to perform component parts of the project, provided it receives written approval from NHCC. If Proposer intends to use Subcontractors for the project, the Proposer must include in its proposal full information regarding all proposed Subcontractors, explaining the component parts of the project on which each subcontractor is to be involved. The ESCO will remain responsible for the entire project, including any portion performed by a subcontractor. All subcontractors must be approved by NHCC.

The proposal must include a description for the performance and presentation of results of a Comprehensive Energy Audit for the NHCC facilities identified. The selected ESCO will gather and analyze information and data and propose a Project to NHCC in the form of a Comprehensive Audit Report that will reduce NHCC’s expenses for energy. As part of the Audit, the Energy Performance Contractor will conduct an on-site survey of the facilities and will interview appropriate personnel to learn the operating characteristics of the facility and the existing equipment and systems therein.

2. Comprehensive Energy Audit Report – Post Selection of ESCO:

The Comprehensive Energy Audit Report will present a thorough analysis and discussion of the ESCO's proposed energy efficiency measures and solutions for each building. The Report will detail the ESCO's proposed methodology for the calculation of baseline energy use and, at a minimum, a description of physical conditions, equipment counts, nameplate data, and control strategies prior to Project implementation as described further below. The energy use allocation must be based on generally accepted engineering practices and must be reconciled with historic usage. In addition to presenting how the proposed baseline is derived, the proposal must define under what conditions it will be adjusted; for example, changes in weather, occupancy, number of users, and equipment usage.

For each measure recommended, the Comprehensive Energy Audit Report shall provide a detailed description to include: total implementation costs for each measure, equipment counts, performance characteristics and efficiency levels of the equipment comprising the proposed measure, installation and maintenance costs, its useful life and energy and costs savings. Projected energy savings calculations must specifically account for on and off-peak savings, demand savings, and the interaction between recommended measures

The Report will include an executive summary which lists all proposed energy efficiency measures with the total implementation cost of each measure, energy savings, energy cost savings, useful life of the equipment and the simple payback (individual and interactive). Payback of each measure should be reported **with and without** the inclusion of State Aid, which may be available to the Project. This summary will use the forms provided in this RFP. Failure to follow this format may result in the proposal being dismissed as non-responsive.

It is NHCC's intent to enter into an Energy Performance Contract with the Energy Performance Contractor for the entire Project, including energy work, to refine and verify the Project scope, engineering and design, and final cost and terms. After submittal of the final Project Development Plan as a result of the Comprehensive Energy Audit performed by the Proposer, and approval of the same by NHCC, NHCC may, in its sole discretion, decide:

- To go forward with the construction/implementation/financing of the Project, subject to the required approvals, or;
- Not to go forward with the Project with the ESCO. **If NHCC determines that it will not go forward with the Project, NHCC shall not be responsible for any costs or expenses incurred by the ESCO.**

3. Installation Phase:

If NHCC decides to go forward with the ESCO, the Installation Phase will require an Energy Performance Contract ("EPC") (18 years maximum term). The EPC will incorporate the terms and conditions of the RFP, including NHCC's Minimum Standard Contract Terms in Schedule "B" and further, be subject to the review and approval of NHCC's legal counsel and Board of Directors. This Request for Proposal for Implementation of Energy Conservation Measures on a Performance Contracting Basis,

together with the respective ESCO's response to this RFP shall be attached to and become part of the EPC or Agreement. In the event that the terms of this RFP and/or the RFP submission conflict with the terms of the Energy Performance Contractor Agreement, the terms more favorable to NHCC shall prevail.

The Energy Contract must be submitted with a complete description of the Scope of the Work, together with the energy conservation measures utilized by the Energy Performance Contractor and other required documentation for NHCC approval. Upon approval by NHCC, the Energy Contract will be executed to implement the Project in accordance with the Comprehensive Energy Audit Report. In the event NHCC and/or NHCC Board of Directors approval is not obtained, the EPC will not be executed and NHCC **shall not be liable for any cost or expense** incurred by the Energy Performance Contractor.

4. Service Phase

Upon completion of the Installation Phase, the ESCO will perform ongoing services detailed in the energy contract to assure savings and guarantees are met, together with the required and appropriate staff training, maintenance services only as required by warranty, and measure and verification (M&V) service. M&V services must adhere to all Federal M&V protocol standards and scalability for M&V of the energy baseline, adjustment factors, and energy cost savings. All maintenance and monitoring costs must be stated separately in the EPC in a clear and conspicuous manner. Final payment will not be made until all documentation, licenses, copies of software, maintenance manuals and as-built drawings are received by NHCC. NHCC requires back-up copies of all software programs on non-magnetic media.

Provisions must be made for off-hours and after hours work scheduling, in accordance with the work and access rules included in the final contracts. The ESCO shall be required to perform its work with no interruption to NHCC's operations, including (but not limited to) its administrative and business operations. Any work which will interfere with NHCC's operations and/or which is to be performed when NHCC's facilities are in operation shall be performed on evenings and weekends, or as agreed to by the parties. Additionally, the ESCO shall conduct its work during hours that are in compliance with Federal, state, county and local law, rules, regulations, codes and ordinances. All costs incurred by NHCC, including overtime costs for NHCC personnel, to make the facilities available during evening and weekends shall be borne by the ESCO. NHCC reserves the right to determine what work will interfere with its operations and said determination shall be final.

I. PROPOSAL EVALUATION PROCEDURE

It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals. Proposers shall submit responses that are complete, thorough and accurate. Sales brochures and other similar materials should not be included in a Proposer's response. The response shall be descriptive and contain sections in the same order as provided below ("***Proposal Format Contents***"). Proposers are instructed to clearly identify any requirement of the RFP that the Proposer cannot

satisfy. A Proposer's failure to comply with all provisions of the RFP may disqualify the Proposer's response.

All proposals will be evaluated by NHCC and/or its consultants or representative. NHCC may conduct oral interviews with finalists to clarify information provided in the proposals. NHCC will make its final selection based upon such factors as deemed by NHCC to be in its best interests, in accordance with the criteria set forth in this RFP. The award shall be made to the most responsive and responsible Proposer meeting the specifications set forth in the RFP, price and other factors considered.

No proposal information or results will be provided via telephone. No proposal may be withdrawn for a period of one-hundred and eighty (180) calendar days of the RFP closing date. Proposals, proposed amendments to proposals, or withdrawal request received after the RFP closing date will be void regardless of when the request may have been mailed. Conditional proposals will not be accepted. Proposals may be withdrawn prior to the advertised date for submission of proposals or any authorized postponement of that date. Proposals received after the proposal due date will not be considered.

NHCC reserves the right to accept or reject, in whole or in part, any or all response to the RFP. NHCC will reject the response of any Proposer that is determined not to be responsible or consistent with applicable law, or that is deemed to be non-responsive. NHCC reserves the right to waive minor variances or irregularities in responses to this RFP if NHCC deems such a limited waiver to be in the best interests of NHCC. Any such waiver will not modify any other RFP requirements nor excuse any Proposer from full compliance with the RFP specifications and other legal requirements.

J. PROPOSAL EVALUATION CRITERIA – MINIMUM QUALIFICATIONS

To submit a proposal, the Proposer must meet the following minimum qualifications. The proposal must establish how the ESCO meets the qualifications, including whether Proposer or one of its subcontractors meets a particular qualification. If not met, NHCC reserves the right to reject a Proposer's proposal.

Minimum Qualifications:

The following are minimum qualifications, and if not met NHCC reserves the right to reject an ESCO:

- The ESCO shall have a minimum net asset value in excess of \$2,000,000 (TWO MILLION DOLLARS).
- The ESCO must be eligible to do business in the State of New York.
- The ESCO must have manufacturer-trained mechanics for the products being provided in the response to the RFP. In the event the ESCO finds it necessary to utilize a subcontractor, the subcontractor must comply with all terms and conditions herein.

- The ESCO must supply the names and contact information of at least three (3) clients for which the ESCO has completed a contract of similar scope within the past five (5) years.

Using the Past Project Data table (Form 2 in Appendix II), provide detailed information on three performance contracting projects your firm completed. Only include projects that have at least one year of documented performance data, are currently in repayment, are currently under contract with your firm, and that can be used as references. If desired provide additional project detail, such as case study, in any format (maximum of an additional two pages for each project). We recognize that the actual performance data of some projects may be confidential information, protected by the customer and subject to confidentiality agreements in project contracts.

- The ESCO shall demonstrate the financial ability to provide guarantees of energy savings (no third party insurance will be permitted).
- Address any savings shortfalls that occurred over the past five (5) years and describe how they were resolved.

K. PROPOSAL FORMAT and REQUIRED INFORMATION

Proposal Format (all forms appear at the end of the RFP):

Section A. Table of Contents

Section B. Executive Summary

Section C. Proposer Background and Qualifications

Section C-1 ESCO General Information (**Form 1**).

Section C-2 Supplemental ESCO Information

Section C-3 Project Organizational Chart and Project Team Resumes

Section D. Proposer Annual Report/Financial Statements

Section E. Presentation of Completed Energy Conservation Projects (**Form 2**)

Section F. Project Qualification Criteria

- Certificate of Insurance
- State of New York Public Works Registration (as required)
- State of New York Business Registration Certificate (as required)
- Non-Collusion Affidavit (Appendix I, Exhibit A)
- Disclosure Certification to be Submitted with Proposal (Appendix I, Exhibit B)
- Disclosure of Prior Non-Responsibility Determinations (Appendix I, Exhibit C)
- zM/WBE Utilization Plan (Appendix I, Exhibit D)
- Proposer Certification of Qualification and Credentials
- Proposer Signature Form.

Section G. Technical Aspects of Proposal

Section G-1: Technical Summary; Preliminary Energy Performance Contract (**Forms 3, 4 and 5**)

Section G-2: Preliminary Energy Performance Contract: Energy Conservation Measures (“ECMs”)

Section G-3: Project Development and Management Overview

Section G-4: Description of Savings Calculations, Monitoring, Measurement and Verification, and Program Guarantee

Section G-5: Description of Post Construction Training and Services

Section H. Financial Aspects of the Proposals

Section H-1: Financials: ESCO Fees and Preliminary Projections of Program Cash Flow (**Forms 6 and 7**)

Section H-2: Utility and Other Rebates and Incentive Available for Project

Section H-3: Additional Information: Financial Aspects of Proposal

Section I. Schedule for Completion of the Project

Section J. Official Statements by Proposer

Section K. Proposer’s Checklist

Executive Summary (Proposal Section B)

The ESCO's proposal shall include a concise abstract, no more than six (6) pages in length (using standard font size, margins and spacing), regarding its proposed preliminary Energy Performance Contract. Proposers shall briefly describe the most important aspects of their proposed Energy Performance Contract, highlighting the ESCO's qualifications and containing a detailed statement explaining why the ESCO is most qualified and best suited to assist NHCC in the final development of an Energy Performance Contract.

Proposer's Background and Qualifications (Proposal Section C)

Section C of the proposal must contain the following information about the proposer:

1. **General Information:** Provide general information about the proposer: addresses, email addresses, telephone number, names of contact persons and lead personnel should be provided on Form 1. Form 2 (Past Project Data) should be included in this section. Provide as Section C-1.
2. **Supplemental ESCO Information:** Provide responses to listed questions. Provide as Section C-2.
 - a. Describe your firm's core business and organizational structure, including number of employees by discipline
 - b. State whether Proposer is a manufacturer of, or is associated with, a particular product or product line as an authorized supplier, distributor, or installer.
 - i. If so, the products manufactured shall be identified and/or such product associations or relationships shall be defined with specificity
 - ii. State whether any products identified in response to this section will be proposed for use by NHCC as part of the ECM
 - c. Proposer shall state whether it is owned (in whole or in part) by, affiliate with, or is a division or subsidiary of a public utility or fossil fuel supplier
 - d. State the percentage of Proposer's business that is devoted to energy-savings related services, including but not limited to, energy efficiency and conservation, energy supply management, renewable, demand response and power purchase arrangements.
 - e. State whether proposer utilizes open protocol system architecture. If so, identify and describe with specificity any proprietary solution to be offered that is incompatible with open protocol system architecture.
3. **Project Organizational Chart and Project Team Resumes:** Proposer shall provide an organizational chart representing the ESCO team dedicated to this program, with resumes for each individual identified as a lead person for Proposer on FORM 1. List any professional sub-consultants that you intend to propose to provide services not available directly from your firm. Provide

specific information documenting their work on similar projects. Provide these materials as **Section C-3**

Annual Report/Financial Statements (Proposal Section D)

Section D of the Proposal must contain annual reports and/or certified financial statements covering the two most recent fiscal years for the Proposer listed on Form 1, and copies of the Proposer's subsequent quarterly financial reports. Bank and credit references must also be provided.

Section D should also include detailed information of any changes in the mode of conducting the Proposer's business, including bankruptcy proceedings or filings, and mergers or acquisitions within the past three (3) years. List any bankruptcy proceedings in the past ten (10) years initiated by or against the Proposer or any affiliate or related company

Presentation of Completed Energy Conservation Projects (Proposal Section E)

Section E of the Proposal must demonstrate prior relevant work experience of Proposer in the development and implementation of performance-based ECP-type energy efficiency, conservation and renewable projects during the last five (5) years. Using Form 2, for each such project, Proposer shall set forth:

- a. Customer's name and address and date of project completion
- b. Number and types of ECMs implemented and total project cost
- c. Type of contract (e.g. shared savings, performance contract, sale, lease-purchase, etc.)
- d. Brief description of the project, including nature of facilities and verified energy savings achieved
- e. Contact information for a reference person for the project (office phone and email).

Proposers must provide at least three (3) references for EPC-type projects completed within the last five (5) years (including names of individuals, their titles, organizations, mailing addresses, telephone and fax numbers, and e-mail addresses). A brief description of up to three (3) additional projects may also be provided. Proposer's primary three reference projects must be projects that the ESCO has successfully implemented and monitored with the last five years. Secondary references can represent various project types that reflect the ESCO's experience, expertise, resources and capabilities in the energy efficiency and conservation industry.

List all projects Proposer has completed (or are in progress) for the past eighteen (18) months. Give a brief description of each project, including owner, size of facility, type of work performed, and size of project and completion date.

A Proposer that is a licensed health care provider or other licensed entity must include information concerning any material negative findings, sanctions imposed or pending regulatory or legal proceedings.

Project Qualifications Criteria and Required Documentation (Proposal Section F)

- Certificate of Insurance. Provide as Section F-1.
- State of New York Public Works Registration (as required). Provide as Section F-2.
- State of New York Business Registration Certificate (as required). Provide as Section F-3.
- State of New York Department of Treasury Notice of Classifications (as required). Provide as Section F-4.
- Non-Collusion Affidavit (Appendix I, Exhibit A). Provide as Section F-5.
- Disclosure Certification to be Submitted with Proposal (Appendix I, Exhibit B) Provide as Section F-6.
- Disclosure of Prior Non-Responsibility Determinations (Appendix I, Exhibit C). Provide as section F-7
- M/WBE Utilization Plan (Appendix I, Exhibit D). Provide as Section 5-7
- Proposer Signature Form. Provide as Section F-12.

NHCC will only accept and consider proposals from firms that satisfy all of these Project Qualifications Criteria and that produce all of the required documents in proper form. NHCC will not consider proposals from firms that do not fully satisfy these criteria.

Technical Aspects of the Proposal (Proposal Section G)

Section G of the proposal should contain the following information about the Proposer's preliminary Energy Savings Plan and technical approach to meeting NHCC's energy efficiency and conservation objectives:

1. Technical Summary; Preliminary Energy Performance Contract: Information regarding the specific Energy Conservation Measures the Proposer proposes to implement within NHCC's facilities under the proposed EPC shall be included within this Section. Proposers shall utilize **FORMS 2, 3 and 4** to present their proposed ECMs, projected program costs, projected annual energy savings, estimated payback periods, calculated baseline information for costs and savings, and avoided greenhouse gas and other emissions associated with the proposed preliminary EPC. **Provide as Section G-1.**

2. Preliminary Energy Performance Contract: Energy Conservation Measure: A detailed description of all ECMs, including mechanical, electrical and structural systems, proposed for each building identified within the RFP. The description must include general scope, technical methodology and analysis, savings associated with each measure, financial impact, and any special service requirements associate with the scope of work and anticipated post-construction costs. This information shall be provided as **Section G-2.**

3. Project Development and Management Overview: Proposers shall describe their firm's general approach to the development and implementation of Energy

Performance Contracts. In addition, a detailed description of Proposer's approach to project and construction management, including Proposer's approach to the installation of ECMs, should be included. This information shall be provided as **Section G-3**.

4. Description of Savings Calculations, Monitoring, Measurement and Verification, and Program Guarantee: A detailed description of Proposer's methodology to calculate energy savings, and the method proposed to be used for the duration of this project to measure the energy savings achieved in each building within the scope of this RFP as a result of Proposer's effort, including methods to adjust for factors such as weather or changes in the structure or use of the buildings. Proposer should also describe the cost, terms and conditions, including metering and verification protocols, regarding the Energy Savings Guarantee that the Proposer would offer NHCC. This information should be provided as **Section G-4**.

5. Description of Post-Construction Training and Services: A detailed description regarding how Proposer would train, support, manage and work with NHCC's existing staff to provide post-construction services, such as maintenance programs, for the ECMs and related systems. This information shall be provided as **Section G-5**.

Financial Aspects of the Proposal (Proposal Section H)

1. **Financials: ESCO Fees and Preliminary Projections of Program Cash Flow:** A detailed description of the ESCO fees, costs, and preliminary program cash flow projections shall be provided on **FORMS 6 and 7** as **Section H-1**.

2. **Utility and Other Rebates and Incentives Available for Project:** A detailed description of all State and Federal tax benefits and energy grants, rebates, loans and incentive programs Proposer anticipates to incorporate into its proposal shall be provided as **Section H-2**.

3. **Additional Information: Financial Aspects of Proposal:** Additional information regarding the financial aspects of the proposed project may be included in the proposal as **Section H-3 (optional)**.

Schedule for Completion of the Project (Proposal Section I)

Section I of the proposal must include the Proposer's projected schedule for completion of the tasks and responsibilities outlined in the proposal.

Official Statements by Proposers (Proposal Section J)

Proposals must contain the following certified statements with attestation by a person authorized to bind the Proposer to the proposal agreement prepared in response to this RFP:

1. Proposer has read and agrees to the terms and conditions as set forth in the RFP;

2. The terms and conditions set forth in the proposal will remain in effect for at least one hundred and eighty (180) days from the final date for submission of proposals; and that
3. A true and complete representative Investment Grade Energy Audit Agreement, with costs and 'terms and conditions', is included.

Proposer's Checklist (Proposal Section K)

Proposers shall complete, initial, sign and date the Proposer Checklist attached to this RFP.

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3. NASSAU HEALTH CARE CORPORATION REQUEST FOR PROPOSALS

I. Proposal/Process To Be Followed

NHCC is requesting proposals for the services described in this Request for Proposals (“RFP”). Proposals shall be prepared and submitted as outlined below; proposals that do not conform to these requirements may be disqualified.

This RFP is available to interested parties through the NHCC office designated in above. It may also be downloaded by clicking on the “Doing Business with NuHealth” link found on the NHCC website at www.numc.edu. All requests for information concerning this RFP should be directed to the contact office designated above in writing by the due date for information requests specified above, or if no date is specified, Seven (7) days prior to the due date for proposals.

PROPOSERS MUST SUBMIT:

- **ONE (1) ORIGINAL AND FOUR (4) COPIES, AND ONE (1) COPY ON CD OR FLASH DRIVE [clearly labeled on the outside of the drive] OF THE PROPOSAL TO THE NHCC CONTACT PERSON BY 3:00 P.M. ON THE DUE DATE SPECIFIED AND**
- **ONE (1) ADDITIONAL COPY OF THE PROPOSAL ON CD OR FLASH DRIVE MUST BE SUBMITTED TO:**

**NASSAU HEALTH CARE CORPORATION
DEPARTMENT OF LEGAL AFFAIRS – 19TH floor
2201 HEMPSTEAD TURNPIKE
EAST MEADOW, NY 11554**

ELECTRONIC OR FACSIMILE PROPOSALS WILL NOT BE ACCEPTED. FAILURE TO SUBMIT ALL DOCUMENTS AND ELECTRONIC MEDIA AS REQUIRED MAY RESULT IN REJECTION OF YOUR PROPOSAL.

Each written proposal must include all the information outlined in this RFP, including completion and submission of the forms attached in Appendix I to this RFP. The selected Proposer will enter into negotiations with NHCC regarding the specific terms of an appropriate agreement. If agreement cannot be reached with a selected Proposer within a reasonable time, NHCC may reject that Proposer and commence negotiations with one or more other Proposers.

Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

II. Contents of Proposals

In addition to the requirements specific to this RFP, set forth in in the preceding section, the additional information below is required.

A. Proposals must include the following:

- a. List of any and all criminal convictions within the last (10) ten years rendered against the Proposer, any officer or director thereof, or any affiliate or related company.
- b. List of any and all civil penalties, judgments, consent decrees, violations, Statements of Deficiency or other sanctions within the last ten (10) years rendered against the applicant, any officer or director thereof, or any affiliate or related company.
- c. List of any and all current investigations, indictments or pending litigation by any Federal, State or local jurisdiction initiated against the applicant, any officer or director thereof, or any affiliate or related company.
- d. List of any and all actions occurring with the last ten (10) years which have resulted in revocation or suspension of any permit or authority to do business in any Federal, State, or local jurisdiction, by the applicant, any officer or director thereof, or any affiliate or related company.
- e. List of any and all actions occurring in the past ten (10) years that have resulted in the barring from public proposal submission of the applicant, any officer or director thereof, or any affiliate or related company.

B. List your general liability and professional liability insurance coverage.

C. Any contingencies or conditions on the proposal.

D. Information required in Appendix I to this RFP.

E. Conflict of Interest

1. Please disclose:

a. Any material financial relationship that any employee of your firm has with any entity that may create a conflict of interest or the appearance of a conflict of interest in acting as contractor on behalf of NHCC.

b. Any family relationship that any employee of your firm has with any corporation, individual or other entity that may create a conflict of interest or the appearance of a conflict of interest in acting as contractor to NHCC.

c. Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as contractor on behalf of NHCC.

2. Please describe any procedures your firm either has, or would adopt, to assure NHCC that a conflict of interest would not exist for your firm in the future.

III. Confidential Information

The New York State “Freedom of Information Law,” Public Officers Law Article 6, permits access to government records and may permit public access to proposals submitted in response to this RFP. To protect any portion of responses that constitutes technical, financial or other data whose public disclosure would cause substantial injury to a Proposer’s competitive position, or would constitute disclosure of a trade secret, a Proposer must designate any sections of its proposal that meet those criteria. NHCC assumes no responsibility for disclosure of unmarked data for any purpose. NHCC will review such designations in making its determination whether disclosure is required, which determination shall be binding on the Proposer.

IV. Anti-discrimination and MWBE Participation

It is the policy of NHCC to comply with all federal, state and local laws, policies, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability, or marital status, and to take affirmative action in working with contracting parties to ensure that Minority and Women-owned Business Enterprises (MWBEs), Minority Group Members and women share in the economic opportunities generated by NHCC’s participation in projects or initiatives, and/or use of NHCC funds. NHCC’s anti-discrimination or other policies that promote equal opportunities shall apply to this initiative and MWBEs are encouraged to submit proposals.

Pursuant to New York State Executive Law Article 15-A, NHCC recognizes its obligations under the law to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises (M/WBEs) and the employment of minority group members and women in the performance of NHCC contracts.

The selected contractor shall be required to use good faith efforts to achieve the participation of certified MWBE’s as specified in this RFP or Bid, and if no participation goal is explicitly specified, participation amounting to 20% of the total value of the fees received by the contractor shall be the goal. As part of their proposal, respondents are required to include a completed MWBE Utilization

Plan (the “Plan”) using the form attached in Appendix I as part of their proposal. The Plan shall list each MWBE the respondent intends to utilize to perform the contract, a description of the scope of work to be performed by each MWBE, and the estimated or, if known, actual dollar amounts to be paid to each MWBE. Respondents should endeavor to utilize MWBEs as subcontractors, subconsultants, suppliers, and/or enter into joint venture or teaming agreements with M/WBEs in order to comply with the MWBE utilization goals. In the event that a respondent is a certified MWBE the respondent should list itself in the Plan as performing 100% of the contract work and is not required to subcontract with other MWBE firms.

V. Procurement Law Requirements

State Finance Law §§ 139-j and 139-k (collectively, the “Procurement Requirements”) apply to this RFP. The Procurement Requirements (1) govern permissible communications between potential respondents and NHCC with respect to this RFP during the procurement process; and (2) establish sanctions for knowing and willful violations of the provisions of the Procurement Requirements, including disqualification from eligibility for an award of any contract pursuant to this solicitation.

Compliance with the Procurement Requirements requires that (a) all communications regarding this RFP, from the issuance of this RFP through final award and approval of any resulting contract (the “Restricted Period”), be conducted only with the contact person(s) listed; (b) the completion by respondents of the Disclosure of Prior Non-Responsibility Determinations and the Affirmation of Understanding of and Agreement pursuant to State Finance Law, copies of which are attached to this RFP as attachments to Appendix I, and (c) periodic updating of such forms during the terms of any contract resulting from this RFP. Respondents must submit both of these forms, properly completed, as part of their proposals. The Procurement Requirements also require NHCC employees to obtain and report certain information when contacted by prospective bidders during the Restricted Period, make a determination of the responsibility of bidders and make all such information publicly available in accordance with applicable law. If a prospective bidder is found to have knowingly and willfully violated the State Finance Law provisions, that prospective bidder and its subsidiaries, related or successor entities will be determined to be a non-responsible bidder and will not be awarded any contract issued pursuant to this RFP.

More information about State Finance Law Sections 139-j and 139-k can be found at http://www.ogs.ny.gov/aboutOgs/regulations/defaultSFL_139j-k.asp.

All potential Respondents are solely responsible for full compliance with the Procurement Requirements.

VI. Selection Criteria

Proposals from responsible parties will be reviewed and evaluated from the point of view of cost, qualifications, references and other appropriate factors relevant to: (i) the Proposer's ability to provide the services; (ii) the anticipated quality of the services to be provided; and (iii) financial and other benefits to NHCC.

VII. Terms and Conditions

- A. This RFP constitutes an invitation to make proposals to NHCC. Accordingly, this RFP does not commit NHCC to award a contract, or to procure, or to contract for services or supplies. Notwithstanding any other provisions of this RFP, NHCC reserves the right to award this contract to the vendor(s) that best meet the requirements of the RFP, and not necessarily to the lowest proposer. NHCC reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with all qualified sources; or to cancel in part or in its entirety this RFP if it is in the interests of NHCC to so do. NHCC reserves and, in its sole discretion, may exercise any or all of the following rights and options with respect to this RFP, any proposals and any related agreements, without incurring any liability to Proposers:
1. NHCC reserves the right to disqualify any and all proposals that fail to meet the requirements specified in this RFP.
 2. NHCC reserves the right to determine whether to interview some or all of the Proposers, and to conduct such interviews privately.
 3. NHCC reserves the right to select and enter into a contract with the Proposer whose proposal best satisfies NHCC's overall interests.
 4. Because this RFP is not a "competitive bid" process, the Proposer submitting the lowest cost proposal, or the proposal projecting the greatest financial benefit to NHCC, may not necessarily be selected. NHCC instead reserves the right to select the proposal it believes to be most beneficial to NHCC, with financial terms not being the sole determinative factor. NHCC's decision-making and selection process will be discretionary and will be based on a variety of factors. By submission of its proposal, each Proposer expressly understands, acknowledges and accepts that this is not a "competitive bid" process, and that NHCC is under no obligation to award a contract through competitive bidding, or at all.
 5. NHCC reserves the right to waive or extend deadlines.
 6. NHCC reserves the right to accept proposals in whole or part.

7. NHCC reserves the right to conduct investigations with respect to the qualifications of each Proposer, to make field investigations with respect to such proposals (including visits to the Proposer's business offices or field operations).
 8. NHCC reserves the right to request additional information from any Proposer and to rely upon any information obtained through NHCC's own investigations.
 9. NHCC reserves the right to cancel this RFP at any time whatsoever, with or without the substitution of another RFP.
 10. NHCC reserves the right to supplement, amend or otherwise modify this RFP.
 11. NHCC reserves the right to issue additional or subsequent RFPs with regard to the subject matter of this RFP.
 12. NHCC reserves the right to negotiate with any Proposer, or with all or none of the Proposers. NHCC has no obligation to offer Proposers the opportunity to meet or exceed terms negotiated with a selected Proposer.
 13. NHCC reserves the right to discontinue negotiations at any time and in NHCC's sole discretion.
 14. NHCC reserves the right to request new or revised proposals, including monetary terms from any Proposer at any time.
- B. Preparation of a response to this RFP will be at the sole cost, expense and risk of the Proposer, with the express understanding and agreement of the Proposer, irrespective of whether it is selected, that it waives all claims whatsoever for reimbursement from NHCC for any cost or expense incurred in the preparation of its proposal and any subsequent contract negotiation.
- C. Each and every submitting Proposer expressly understands and agrees that this RFP is not, and shall not be construed as, an offer or an enforceable contract.
- D. NHCC intends to enter into contract negotiations with the Proposer or Proposers selected, who shall be required to enter into a written contract with NHCC in a form approved by Legal Counsel for NHCC. The contract usually includes, without limitation, the standard clauses set forth in Schedule "B" and Exhibit "JC" attached hereto. This RFP and the Proposal, or any part thereof, may be incorporated into and made a part of the contract. The contract may contain provisions not contained herein.

NHCC reserves the right to negotiate the terms and conditions of the contract with the selected Proposer(s), if any. These negotiations could include all aspects of services and fees. Neither the selection of a Proposer nor the negotiation of the contract with such Proposer(s) shall constitute NHCC's acceptance of a proposal or a binding commitment on behalf of NHCC to enter into a contract with such Proposer(s), as any binding arrangement must be set forth in the contract signed by both parties and is subject to all requisite approvals.

The contract, if any that is negotiated with a selected Proposer shall constitute the entire agreement between NHCC and the selected Proposer, and shall set forth all the terms and conditions applicable to the subject matter of this RFP. In the event of a conflict between this RFP and that contract, that contract shall control.

- E. No Proposer who has submitted a proposal to NHCC shall have the right to assign its submitted proposal to a third party or the right to enter into an agreement with third parties to perform the services on Proposer's behalf without the prior written consent of NHCC, which consent may be withheld in NHCC's sole discretion.
- F. This RFP shall be construed in accordance with and governed by the laws of the State of New York, without regard to conflicts of law principles. All actions or proceedings relating, directly or indirectly, to this RFP shall be litigated only in courts located within Nassau County or in the United States District Court for the Eastern District of New York. Each Proposer (by virtue of the submission of its proposal), submits itself, its successors and/or assigns (if any) to the personal jurisdiction of such court, and waives any right to trial by jury.
- G. The proposal shall be signed by an official authorized to bind the Proposer, and shall contain a statement to the effect that the proposal is a firm offer for a one hundred eighty (180) day (or more) period. The proposal shall also provide the name, title, address, and telephone number of the individual(s) with authority to negotiate and contractually bind the company, and who also may be contacted during the period of contract.
- H. Proposals submitted become the property of NHCC. By submitting a proposal, the Proposer agrees not to make any claims for or have any right to damages because of any misunderstanding, misrepresentation or lack of information.
- I. Ownership of any work developed under this order, and all right title and interest therein shall vest in NHCC. This includes any and all data sets and computer programs created for this analysis including any enhancements to existing data sets provided by NHCC. This includes any and all work materials, draft plans, preliminary analyses, and all other

work materials created by the contractor for this contract. In order to effectuate the foregoing, it is expressly understood and acknowledged that the work shall be deemed to be a work made for hire under the U.S. copyright laws. In the event that the work is determined by a court or competent jurisdiction not to be a work made for hire under the U.S. copyright laws, all submissions to NHCC in connection with this RFP shall be deemed irrevocably assigned by the Proposer to NHCC, including, without limitation, the copyright in the work, including all right, title and interest in perpetuity.

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SCHEDULE “B” - STANDARD CLAUSES FOR NHCC CONTRACTS

NHCC reserves the right to add, subtract or modify clauses as it deems appropriate.

1. Payments

(a) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to CONTRACTOR in arrears, subject to compliance with NHCC billing/payment procedures, and contingent upon CONTRACTOR submitting an invoice accompanied by documentation satisfactory to NHCC supporting the amount claimed.

(b) Timing of Payment Claims. CONTRACTOR shall submit claims no later than three (3) months following the NHCC’s receipt of the services that are the subject of the claim and no more frequently than once a month.

(c) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the CONTRACTOR and any funding source, including NHCC.

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Appendix expressly states otherwise, payments to CONTRACTOR following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after CONTRACTOR received notice that the NHCC did not desire to receive such services.

2. Independent Contractor. CONTRACTOR is an independent contractor of the NHCC. CONTRACTOR shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the CONTRACTOR (a “CONTRACTOR Agent”), be (i) deemed a employee of NHCC, (ii) commit NHCC to any obligation, or (iii) hold itself, himself, or herself out as an employee of NHCC or Person with the authority to commit the NHCC to any obligation. As used in this Agreement, the word “Person” means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

3. Compliance with Laws and NHCC Policies.

(a) Generally. CONTRACTOR shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, identity theft, human rights, and disclosure of information, in connection with its performance under this Agreement. As used in this Agreement the word “Law” includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted. In addition, CONTRACTOR shall follow all requirements of NHCC policies, procedures, quality assurance measures and performance improvement programs, including sentinel events/occurrences. Furthermore, CONTRACTOR shall maintain compliance with applicable standards of accreditation programs as required by NHCC, including, without limitation, The Joint Commission.

(b) Records Access. The parties acknowledge and agree that all records, information, and data (“Information”) acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. CONTRACTOR acknowledges that CONTRACTOR Information in NHCC’s possession may be subject to disclosure under Article 6 of the New York State Public Officer’s Law (“Freedom of Information Law” or “FOIL”). In the event that such a request for disclosure is made, NHCC shall make reasonable efforts to notify CONTRACTOR of such request prior to disclosure of the Information so that CONTRACTOR may take such action as it deems appropriate.

(c) Protection of Information. CONTRACTOR acknowledges and agrees that all information that CONTRACTOR acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of NHCC and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of NHCC (and then only to the extent of the consent), or (iii) upon legal compulsion. In furtherance of the forgoing, CONTRACTOR and its employees, partners and agents shall keep the confidentiality of medical records and/or information including, but not limited to, HIV related information, relating to the care and treatment of NHCC patients, that may be obtained by CONTRACTOR in the performance of its duties hereunder, and shall maintain the confidentiality of all such records and information including, but not limited to, HIV related information, in conformity and consistent with applicable policies and standards of The Joint Commission, the confidentiality requirements of the New York State Public Health Law (“PHL”) and the regulations promulgated thereunder, including, but not limited to, PHL Section 2782, and 10 NYCRR 415.22 and Parts 24 and 63 or as same may, from time-to-time, be amended as well as any other state and federal regulation regarding patient confidentiality, including, but not limited to, the regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). **If applicable, CONTRACTOR further agrees to maintain and safeguard the confidentiality of health information relating to NHCC patients in accordance with the provisions a Business Associate Agreement.** In the event of a breach by CONTRACTOR of this provision, NHCC may, at its option, terminate this Agreement immediately upon written notice to CONTRACTOR. The provisions of this paragraph shall survive this Agreement.

(d) Patient Care/Contact. In the event that the services to be provided by CONTRACTOR or a CONTRACTOR Agent under this Agreement involve patient care or contact, CONTRACTOR acknowledges and agrees that all individuals performing such services shall: (i) be in good health and comply with all applicable health, immunization and infection control standards required of NHCC employees and (ii) be subject to successful completion of a background investigation substantially similar to those required of NHCC employees. CONTRACTOR represents and warrants that it is not aware of the existence of any facts or circumstances that indicate it would be inappropriate for such individuals to perform services under this Agreement. NHCC reserves the right to charge a CONTRACTOR a reasonable fee for costs associated with performing health services and/or background investigations necessary to ensure compliance with this paragraph.

(e) NHCC Compliance Programs. CONTRACTOR agrees to adhere, and cooperate fully with, NHCC’s corporate compliance program requirements applicable to all NHCC vendors, contractors, consultants and agents. This information is available via NHCC’s website at: <http://www.nuhealth.net/about/doing-business-with-nuhealth.asp>

(f) Doing Business. CONTRACTOR represents and warrants that: (a) it is properly licensed to do business in New York State and Nassau County, if applicable, (b) it is in good standing under such license(s), and (c) the activities conducted by it under such license(s) with respect to the services referenced above are in compliance with all requirements of the Laws governing such license(s). CONTRACTOR hereby agrees that it will continuously maintain (i) its existence and shall not dissolve or permit its dissolution, and (ii) its right to do business in New York State and Nassau County.

4. Minimum Service Standards. Regardless of whether required by Law:

(a) CONTRACTOR shall, and shall cause CONTRACTOR Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) CONTRACTOR shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the CONTRACTOR operates. CONTRACTOR shall take all actions necessary or appropriate to meet the obligations described in the immediately preceding sentence, including obtaining and maintaining, and causing all CONTRACTOR Agents to obtain and maintain, all approvals, licenses, and certifications (“Approvals”) necessary or appropriate in connection with this Agreement.

5. Indemnification; Defense; Cooperation.

(a) CONTRACTOR shall be solely responsible for and shall indemnify and hold harmless NHCC and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of CONTRACTOR or a CONTRACTOR Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that CONTRACTOR shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of NHCC.

(b) CONTRACTOR shall, upon the NHCC's demand and at the NHCC's direction, promptly and diligently defend, at CONTRACTOR'S own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which CONTRACTOR is responsible under this Section, and, further to CONTRACTOR'S indemnification obligations, CONTRACTOR shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) CONTRACTOR shall, and shall cause CONTRACTOR Agents to, cooperate with NHCC in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of CONTRACTOR and/or a CONTRACTOR Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

6. Insurance.

(a) Types and Amounts. CONTRACTOR shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau Health Care Corporation" as an additional insured and have a minimum single combined limit of liability of not less than One Million (\$1,000,000) Dollars per occurrence and Three Million (\$3,000,000) Dollars aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than One Million (\$1,000,000) Dollars per occurrence and Three Million (\$3,000,000) Dollars aggregate coverage, (iii) compensation insurance for the benefit of the CONTRACTOR'S employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the NHCC may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by CONTRACTOR pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to NHCC, and which is (ii) in form and substance acceptable to NHCC. CONTRACTOR shall be solely responsible for the payment of all deductibles to which such policies are subject. CONTRACTOR shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by CONTRACTOR under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to NHCC. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, CONTRACTOR shall provide written notice to NHCC of the same and deliver to NHCC renewal or replacement certificates of insurance. CONTRACTOR shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of CONTRACTOR to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of

CONTRACTOR to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the NHCC reserves the right to consider this Agreement terminated as of the date of such failure.

7. No Arrears or Default. CONTRACTOR represents and warrants that it is not in arrears to NHCC upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to NHCC, including any obligation perform services for or on behalf of NHCC.

8. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the President of NHCC his or her duly designated representative (the "President"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

9. Termination.

(a) Generally. This Agreement may be terminated (i) by NHCC, for any or no reason, upon thirty (30) days written notice to CONTRACTOR, (ii) for "Cause" by NHCC immediately upon the receipt by CONTRACTOR of written notice of termination, (iii) upon mutual written Agreement of NHCC and CONTRACTOR, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Attachment the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By CONTRACTOR. This Agreement may be terminated by CONTRACTOR if performance becomes impracticable through no fault of CONTRACTOR, where the impracticability relates to the CONTRACTOR'S ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by CONTRACTOR delivering to President, at least sixty (60) days prior to the termination date (or a shorter period if sixty (60) days notice is impossible), a notice stating (i) that CONTRACTOR is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to CONTRACTOR'S right to terminate under this subsection. A copy of the notice given to the President shall be given to the NHCC department head who oversees the administration of this Agreement on the same day that notice is given to the President.

(c) CONTRACTOR Assistance upon Termination. In connection with the termination or impending termination of this Agreement, CONTRACTOR shall, regardless of the reason for termination, take all actions reasonably requested by NHCC (including those set forth in other provisions of this Agreement) to assist NHCC in transitioning CONTRACTOR 's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

10. Records Access and Retention. CONTRACTOR, including its satellites, offices and/or subcontractors, if any, shall maintain full and complete books and records of accounts specifically pertaining to this Agreement, in accordance with accepted accounting practices and such other records as may be reasonably prescribed by NHCC and the New York State Comptroller. Such books and records shall at all times be available for audit and inspection by the State Comptroller, or a duly designated representative, or by NHCC. All such books and records shall be retained for a period of six (6) years after the completion of all the services described in this Agreement. CONTRACTOR further agrees that if any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this Agreement, CONTRACTOR will make available upon written request by the Secretary of Health & Human Services, or by the Comptroller General of the General

Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and any executed amendments thereto, documents which relate to the calculation of the charges in the Agreement and copies of service reports documenting services performed. Such records will be available in accordance with the above for a period of six (6) years after the furnishing of any of the services described in this Agreement.

11. Work Performance Liability. CONTRACTOR is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether CONTRACTOR is using a CONTRACTOR Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such CONTRACTOR Agent has been approved by NHCC.

12. Consent to Jurisdiction and Venue; Governing Law, Jury Trial Waiver.

(a) Unless otherwise required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

(b) THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT

13. No Exclusions. CONTRACTOR warrants that neither it nor any of its officers, employees or agents is excluded from doing business with any federal, state or local agency, municipality or department. Any misrepresentation or false statement regarding CONTRACTOR'S status shall result in immediate termination of this Agreement.

14. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. NHCC shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all NHCC approvals have been obtained, including, if required, approval by the NHCC Board of Directors, and (ii) this Agreement has been executed by the President.

(b) Availability of Funds. NHCC have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to NHCC from the state and/or federal governments.

Exhibit - “JC” to the Standard Clauses for NHCC Contracts

JOINT COMMISSION STANDARDS FOR CONTRACTORS, VENDORS AND VOLUNTEERS

All contractor, subcontractor, vendor, and volunteer personnel (collectively, “Staff”), regardless of their level of interaction with patients, shall participate in NuHealth New Employee Orientation, applicable Departmental Orientation(s) and be held to the same standards as regular NuHealth employees. Additionally, all Staff providing patient care or services must adhere to the requirements outlined below:

Patient Care/Services Staff

- Patient care Staff include, but are not limited to: nursing, therapy, dietary, pharmacy, activities staff, drug and alcohol counselors such as AA counselors, and nursing assistants/aides.
- Patient services Staff include, but are not limited to: homemakers, sitters, companions, chore workers, drivers, home medical equipment delivery and repair technicians, volunteers transporting patients.

Non Patient Care/Services Staff

- Non-patient care or service Staff include, but are not limited to: volunteers who deliver the mail or flowers, staff the information desk, gift shop or library services, perform patient errands (e.g. writing and mailing letters or obtaining magazines and toiletries from the gift shop), conduct marketing or fund raising activities.

Information Required for all Patient Care/Services Staff

- Education and training that is consistent with applicable legal and regulatory requirements;
- Copy of license, certification, or registration when applicable;
- Documentation, such as a curriculum vitae, that individual's knowledge and experience and competence are appropriate for his or her assigned responsibilities;
- Performance evaluations from appropriate NuHealth personnel;
- Pre-employment physical exam and annual health assessments;
- Pre-employment verification of convictions for abuse or neglect;
- Successful completion of a background investigation acceptable to NHCC;
- If assigned to work with children, Staff must be cleared by the NY Statewide Central Registry; and
- References, when applicable.

Except as set forth below, supporting documentation must be submitted to Yuliis Perea in Human Resources. Staff credentialed through the NHCC Medical Staff Office shall be deemed to have satisfied the above requirements as part of the NHCC credentialing process.

APPENDIX I

NHCC Mandatory Disclosure Forms

Exhibit A

Statement of non-collusion in bids or proposals to Public Authority

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

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly 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.

SUBSCRIBED TO UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF NEW YORK:

Entity submitting bid/proposal: _____

Signature of Principal or Corporate Officer: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit B

Disclosure of Contacts Form

Name of Contractor: _____

Address: _____

Name and Title of Person Submitting this Form: _____

Is this an initial filing in accordance or an updated filing? (Please circle one):

Initial filing

Updated filing

The following person or organization was retained, employed or designated by or on behalf of the Contractor to attempt to influence the procurement process:

Name: _____

Address: _____

Telephone Number: _____

Place of Principal Employment: _____

Occupation: _____

Does the above-named person or organization have a financial interest in the procurement?

(Please circle one) yes no

Exhibit D.

M/WBE UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Offeror's Name:

Address:

Telephone No.:

Email Address:

Federal Identification No.:

Location of Work: _____

RFP or Bid No.

M/WBE Goals in the Contract: MBE % WBE %

EEO Goals in the Contract: MBE % WBE %

(If no Goals listed above or in RFP, Goal is 20% Total through any combination)

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts/ Supplies/Services and intended performance dates of each component of the contract.
1.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
2.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
3.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
4.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

Exhibit D.

5.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
6.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
7.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
8.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
9.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE RFP, OFFEROR MAY REQUEST A WAIVER OF MWBE PARTICIPATION

PREPARED BY (Signature):
DATE:
NAME AND TITLE OF PREPARER:
 SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.



**Nassau University Medical Center
A. Holly Patterson Extended Care Facility
Family Health Centers***

APPENDIX II

ESCO Forms



Nassau University Medical Center
A. Holly Patterson Extended Care Facility
Family Health Centers*

Energy Service Company’s Energy Performance Contract (“EPC”)
FORM 1
General Information

Name of Firm: _____

Address: _____

Contact (name and title): _____

Contact telephone and email: _____

Lead personnel for this project (persons who will have supervisory or other responsibility for the work to be performed):

Name	<u>Title</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



Nassau University Medical Center
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Energy Service Company’s Energy Performance Contract (“EPC”)
FORM 2
 Past Project Date Table: Project Data and References

Project Name	
Facility Type and Use	
Project Size:	
-Number of Buildings	
-Total Square Footage	
Types of Measures	
Project Cost: Installed Project Costs	
Project Cost: Financed Amount	
Guaranteed Annual Savings (\$)	
Financing/Funding Source	
Project Schedule:	
-Construction Start/End Dates	
-Guarantee Period Start/End Dates	
Describe if project was completed on schedule or delayed.	
Measurement and	



Nassau University Medical Center
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Verification Methods	Continued on next page.						
	Form 2 Project Data and References (continued)						

Project Personnel:	Name	Role/Responsibilities
List all ESCO personnel associated with the past project who may be assigned to this project, and their roles and responsibilities Add additional lines if necessary.		

Contact information: Current phone and email address of the past project owner representatives you worked with.							
--	--	--	--	--	--	--	--

Commodity	Units	Guaranteed Annual Savings	Achieved Savings Year 1	Achieved Savings Year 2	Achieved Savings Year 3	Achieved Savings Year 4	Achieved Savings Year 5
Electricity	kWh						
Electric Demand	kW						
Natural Gas	Therms						
Fuel Oil	Gal						
Steam							
Water							
Other							



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Material	\$						
Maintenance Contracts	\$						
Other	\$						
Totals							



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Energy Service Company’s Energy Performance Contract (“EPC”)
FORM 3
 Energy Conservation Measures (“ECM”)

ESCO NAME: _____

Proposed Preliminary Energy Savings Plan: ECMs (Base Project)	Estimated Installed Hard Costs ¹	Estimated Annual Savings	Est. Simple Payback (years)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
[insert lines as needed]			
Project Summary:			

Optional ECMs (Considered, but not included with base project at this time)	Estimated Installed Hard Costs	Estimated Annual Savings	Est. Simple Payback (years)
1			
2			
3			

¹ The total value of “Hard Costs” is defined in accordance with standard AIA definitions that include: Labor Costs, Subcontractor Costs, Cost of Materials and Equipment, Temporary Facilities and Related Items, and Miscellaneous Costs such as Permits, Bonds, Taxes, Insurance, Mark-ups, Overhead, Profit, etc.



Nassau University Medical Center
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4			
<p>Energy Service Company’s Energy Performance Contract (“EPC”)</p> <p>FORM 4</p> <p>Projected Annual Energy Savings Data Form</p>			

ESCO NAME: _____

The projected annual savings for each fuel type MUST be completed using the following format. Data should be given in the form of fuel units that appear in the utility bills.

Energy/Water	ESCO Developed Baseline (Units) ¹	ESCO Developed Baseline (Cost/\$)	Proposed Annual Savings (Units)	Proposed Annual Savings (Cost/\$) ²
Electric Demand (KW)				
Electric Energy (KWH)				
Natural Gas (ccf)				
Fuel Oil (gallons)				
Steam (lbs)				
Water (gallons)				
Other (specify) (units)				
Other (specify) (units)				
AVOIDED EMISSIONS ³	Provide in pounds (lbs)			

¹ “ESCO Developed Baseline” (units and costs): NUMC’s current annual usages and costs as determined by the proposing ESCO; based on NUMC’s utility information, as provided to proposing ESCO.

² “Proposed Annual Savings”: ESCO’s proposed annual savings resulting from NUMC’s implementation of te proposed ESP, as based upon “ESCO’s Developed Baseline”.

³ ESCOs are to use the rated provided as part of this RFP to calculate Avoided Emissions. Calculation for all project energy savings and greenhouse gas reductions will be conducted in accordance with adopted New York protocols.



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NOX				
SO ₂				
CO ₂				



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Energy Service Company’s Energy Performance Contract (“EPC”)
FORM 5
 Projected Annual Energy Savings Data Form in MMBTUs¹.

ESCO NAME: _____

The projected annual energy savings for each fuel type **MUST** be completed using the following format. Data should be given in equivalent MMBTUs.

ENERGY	ESCO Developed Baseline	ESCO Proposed Savings (Annual)	Comments
Electric Energy (MMBTUs)			
Natural Gas (MMBTUs)			
Fuel Oil (MMBTUs)			
Steam (MMBTUs)			
Other (specify) (MMBTUs)			
Other (specify) (MMBTUs)			

¹ MMBTU is defines as “a standard unit of measurement used to denote both the amount of heat energy in fuels and the ability of appliances and air conditioning sysemts to produce heating or cooling.



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Energy Service Company’s Energy Performance Contract (“EPC”)
FORM 6
 ESCO’s Proposed Final Project Cost Form for Base Case Project

ESCO NAME: _____

PROPOSED CONSTRUCTION FEES:

Fee Category	Fees ¹ (Dollar (\$) Value)	Percentage of Hard Costs ²
Estimated Value of Hard Costs		
Project Service Fees		
Comprehensive Energy Audit		
Design Engineering Fee		
Construction Mgmt Project Admin.		
System Commissioning		
Equipment Initial Training Fees		
Project Service Fees Sub Total		
ESCO Overhead		
ESCO Profit		
TOTAL FINANCED PROJECT COSTS		

PROPOSED ANNUAL SERVICE FEES

First Year Annual Service Fees	Fees (Dollar (\$) Value)	Percentage of Hard Costs
SAVINGS GUARANTEE (<i>optional</i>)		
Measurement and Verification (<i>associated with savings guarantee option</i>)		
Post-Construction Services (<i>if applicable</i>)		

¹ Fees should include all mark-ups, overhead, and profit. Figures stated as a range will NOT be accepted.

² The total value of Hard Costs is defined in accordance with standard AIA definitions that include: Labor Costs, Subcontractor Costs, Cost of Materials and Equipment, Temporary Facilities and Related Items, and miscellaneous costs such as permits, bonds, taxes, insurance, mark-ups, overhead and profit, etc.

ESCO’s proposed interest rate at the time of submission: 4%. TO BE USED BY ALL RESPONDENTS FOR PROPOSAL PURPOSES.



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Performance Monitoring		
On-going Training Services		
Verification Reports		
TOTAL FIRST YEAR ANNUAL SERVICES		



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Energy Service Company's Energy Performance Contract ("EPC")
FORM 7
 ESCO's Preliminary Annual Cash Flow Analysis Form

ESCO Name: _____

Note: Respondents must use the following assumptions in all financial calculations:

The cost of all energy should be assumed to inflate at **2.0% gas** and **2% electric** per year; the interest rate to be used for proposal period is **4%**, and the term of Agreement should be assumed to be 18 years (216 months).

(a) Construction Period¹: _____ months

(b) Project Cost²: _____ (dollars)

(c) Cash Flow Analysis Format:

Year	Annual Energy Savings	Annual Operational Savings	Energy Rebates/ Incentives (\$)	Total Annual Savings	Annual Project Costs	NHCC Costs	Annual Service Costs ³	Net Cash Flow to NHCC	Cumulative Cash Flow
Installation									
1									
2									
3									
4									
5									

¹ No payments are to be made by NHCC during the construction period.

² Includes: Hard costs and project service fees defined in ESCO's "Proposed Form V."

³ This figure should equal the value indicated on the ESCO's "Proposed Form V." DO NOT include the Financed Project Cost.



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Form 7; continued from previous page.

b										
Year	Annual Energy Savings	Annual Operational Savings	Energy Rebates/ Incentives (\$)	Total Annual Savings	Annual Project Costs	NHCC Costs	A (Chart continued on next page.) Savings Costs ⁴ NHCC Flow			
7										
8										
9										
11										
12										
13										
14										
15										
16										
17										
18										
TOTALS:										

⁴ This figure should equal the value indicated on the ESCO's "Proposed Form V." DO NOT include the Financed Project Cost.



PROPOSER’S CHECKLIST

ESCO Name: _____

THE ESCO WILL PROVIDE THE FOLLOWING CHECKLIST, PROPERLY COMPLETED, WITH THE PROPOSAL SUBMITTED TO NHCC.

	Initials
Attended Mandatory Pre-Bid Conference	
Reviewed all RFP documents, laws regulations and policies that could affect cost, progress, and/or performance.	
Fully completed each proposal section and adhered to the proposal format provided with this RFP.	
Fully completed all proposal Forms (Appendix I and II (including Forms 1 - 7)).	
<ul style="list-style-type: none"> • Certificate(s) of Insurance 	
<ul style="list-style-type: none"> • State of New York Public Works Registration 	
<ul style="list-style-type: none"> • State of New York Business Registration Certificate 	
<ul style="list-style-type: none"> • State of New York Department of Treasury Notice of Classifications 	
<ul style="list-style-type: none"> • Non-Collusion Affidavit 	
<ul style="list-style-type: none"> • Ownership Disclosure Certification 	
<ul style="list-style-type: none"> • M/WBE Utilization Plan 	
<ul style="list-style-type: none"> • Disclosure of Prior Non-Responsibility Determinations Form 	
<ul style="list-style-type: none"> • Proposer Certification of Qualification and Credentials 	
<ul style="list-style-type: none"> • Proposer Signature 	
ACKNOWLEDGED ALL ADDENDA ON PROPOSER’S SIGNATURE FORM (Exhibits A and G).	

Note: The failure to comply with the prescribed RFP procedures, including completion and submittal of all the above documents in the form provided, will result in a rejection of the proposal.

By placing my initials in the boxes provided above, I acknowledge that I have read, fully **understand**, and have fulfilled all of the requirements and obligations set forth in each of the referenced documents.

Proposer signature: _____



Printed name: _____

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Dated: _____