



**Westchester  
Medical Center**

Westchester Medical Center Health Network

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# INVITATION FOR BIDS

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**CONTRACT # WHN- 03512**

## **BID SPECIFICATIONS**

**COMPREHENSIVE COURIER SERVICES**

**FOR**

**WMC HEALTH NETWORK**

- **WMC Valhalla campus**
- **WMC MHRH campus**
- **Health Alliance Hospital, Mary's Avenue Campus, Broadway Campus, Margaretville Hospital**

**BID DATE: June 7th, 2022**

<b>WESTCHESTER MEDICAL CENTER HEALTH NETWORK SUPPORT SERVICES</b>	<b>WESTCHESTER MEDICAL CENTER Executive Offices at Taylor Pavilion Office of Legal Affairs 100 Woods Road Valhalla, New York 10595</b>
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**NOTICE TO**  
**CONTRACTORS**  
**CONTRACT NO. WHN- 03512**  
**COMPREHENSIVE COURIER SERVICES**  
**FOR**  
**WMC HEALTH NETWORK**

The WMC Health Network ("WMC Health" or the "Corporation") is issuing this Invitation for Bids ("IFB") for **COMPREHENSIVE COURIER SERVICES** (the "Services") at Westchester Medical Center, Valhalla, New York ("WMC Valhalla") and MidHudson Regional Hospital of Westchester Medical Center, Poughkeepsie, New York ("MHRH"). WMC Valhalla and MHRH (each, a "site", collectively the "PBC Sites") are part of Westchester County Health Care Corporation, a New York State public benefit corporation. In addition, WMC Health is including in this Invitation for Bids ("IFB") for Services for the following WMC Health affiliates: Health Alliance Hospital ("HA"), Broadway Campus, Kingston, New York; Health Alliance Hospital, Mary's Avenue Campus, Kingston, New York; and Margaretville Hospital, Margaretville, New York, operated by not-for-profit corporations (together, "HAHV").

**SEALED BIDS TO PROVIDE COMPREHENSIVE COURIER SERVICES FOR THE WMC HEALTH NETWORK** (all sites) will be received and accepted by the Westchester Health Network (the "Corporation"), Support Services Department at Taylor Pavilion, E-343, 100 Woods Road, Valhalla, New York 10595 until **2:00 p.m., June 28, 2022**. Immediately thereafter, the bids submitted for all sites will be publicly opened and read aloud in the **TAYLOR CARE – C WING - CONFERENCE ROOM A**. Copies of these Bid Specifications for Contract No. WHN-03512-may be obtained upon request at the above address, after 10:00 a.m. on **June 7<sup>th</sup>, 2022**.

The Designated Contact for the Invitation for Bids ("IFB") is Massimo Roppo, Assistant Director Support Services & Heather Tompkins-Gallo, Director, Professional and Support Services. All requests for information must be made in writing and should be sent via e-mail to [Massimo.Roppo@wmchealth.org](mailto:Massimo.Roppo@wmchealth.org) with a copy to [Heather.Tompkins-Gallo@wmchealth.org](mailto:Heather.Tompkins-Gallo@wmchealth.org). Please be advised that only the Designated Contact may discuss this IFB with potential or prospective Bidders.

**Mandatory Bidders' conferences and walkthrough inspections** of the Corporation's sites will be held on **June 15th and June 16th, 2022** as follows:

<b>Date</b>	<b>Time</b>		<b>Location-Main Lobby</b>
Wednesday, 6/15	9am	Site 1 (PBC)	<b>Westchester Medical Center (WMC)</b> 100 Woods Roads, Valhalla NY
Thursday, 6/16	9am	Site 2 (PBC)	<b>MidHudson Regional Hospital (WMC)</b> 241 North Road, Poughkeepsie NY
Thursday, 6/16	11am	Site 3a	<b>Health Alliance – Mary's Ave</b> 105 Mary's Ave, Kingston, NY
Thursday, 6/16	12pm	Site 3b	<b>Health Alliance - Broadway</b> 396 Broadway, Kingston, NY
Thursday, 6/16	2:30pm	Site 4	<b>Margaretville Hospital</b> 42084 State Highway 28, Margaretville NY

## SECTION I: INFORMATION FOR BIDDERS

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

1. Prospective bidders must read this entire document. The Bidder must complete all sections of this bid and sign where indicated, including without limitation, certificate of non-collusion.
2. Prospective bidders must submit line item, as well as lump sum pricing for all services outlined in Attachment A.
3. Submission of this Bid represents acceptance of all terms, conditions and prices contained herein, including but not limited to the General Clauses which shall become the terms of the Agreement between the awarded Bidder and WMC Health, and separate Agreement between the Bidder and HAHV.
4. Unless otherwise expressly stated in this IFB all instructions and terms and conditions set forth in this IFB shall apply to all WMC Health sites.
5. The awarded Agreement must be properly signed and executed prior to payment for any services performed. The Corporation and HAHV will each issue their own Agreements memorializing the terms contained herein and will not agree to sign any other document.
6. Locations. All Prospective bidders will submit Bids encompassing the following locations:

Site 1 (PBC)	<b>Westchester Medical Center</b> 100 Woods Road, Valhalla, NY 10595	Site 3c	<b>Margaretville Hospital</b> 42084 State Highway 28, Margaretville, NY 12455
Site 2 (PBC)	<b>MidHudson Regional Hospital of Westchester Medical Center</b> 241 North Road, Poughkeepsie, NY 12601		
Site 3a	<b>Health Alliance Hospital – Mary’s Avenue Campus</b> 105 Mary’s Ave, Kingston, NY 12401		
Site 3b	<b>Health Alliance Hospital – Broadway Campus</b> 396 Broadway, Kingston, NY 12401		

### 7. Bid Schedule:

Bid Release Date	6-7-22
Mandatory Walk-through – Sites 1	6-15-22
Mandatory Walk-through – Sites 2	6-16-22
Mandatory Walk-through – Sites 3a, 3b & 4	6-16-22
Deadline for Submission of Questions	6-17-22
Release of Responses to Questions	6-22-22
Bid Submission Deadline – 2pm	6-28-22

8. Submission of Written Questions: All questions or requests for clarification concerning the IFB shall be submitted via e-mail to the Designated Contact by **June 17, 2022 by 2:00 PM**. No questions or requests for clarification will be accepted by telephone. Questions submitted by vendors and all WMC responses will be distributed to all

prospective bidders by **June 22<sup>th</sup>, 2022 by 2:00PM**. All questions regarding the Specifications of this bid should be emailed to Massimo Roppo at [Massimo.Roppo@wmchealth.org](mailto:Massimo.Roppo@wmchealth.org) with a copy to Heather Tompkins-Gallo at [Heather.Tompkins-Gallo@wmchealth.org](mailto:Heather.Tompkins-Gallo@wmchealth.org).

9. **Complete ALL Bid Forms.** Failure to properly fill out the sections of this document may and can lead to rejection of your company's bid. All Bidders must quote prices for the Services being requested in the places and formats indicated.

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

10. **Submission of Bids.** COMPLETED BIDS MUST BE HAND DELIVERED OR SENT TO THE ADDRESS IDENTIFIED BELOW. EACH BIDDER MUST SUBMIT 1 BID FOR ALL SITES IN (1) ENVELOPE. BID ENVELOPE MUST CLEARLY STATE ON THE OUTSIDE OF THE ENVELOPE:
- NAME OF THE BIDDER
  - THE CONTRACT NUMBER SET FORTH ON THIS BID SPECIFICATION
  - THE BID DUE DATE

**ALL COMPLETED BIDS MUST BE RECEIVED AND ACCEPTED AT THE CORPORATION'S SUPPORT SERVICES DEPARTMENT, AT 100 WOODS ROAD, E-343 VALHALLA, NEW YORK 10595 PRIOR TO 2:00 P.M. on June 28, 2022. IMMEDIATELY THEREAFTER, THE BIDS SUBMITTED WILL BE PUBLICLY OPENED AND READ ALOUD IN THE TAYLOR CARE – C WING - CONFERENCE ROOM A.**

THE CORPORATION IS NOT RESPONSIBLE FOR ANY INTERNAL OR EXTERNAL DELIVERY DELAYS THAT MAY CAUSE THE SUBJECT BID TO ARRIVE BEYOND 2:00 P.M. ON THE PRESCRIBED DATE, IN THE PRESCRIBED LOCATION. NO LATE OR VERBAL BIDS SHALL BE ACCEPTED.

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

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

The Designated Contact for this IFB is:

<b>Massimo Roppo</b> Assistant Director, Support Services Westchester Medical Center Taylor Care Pavilion, C-111B  100 Woods Road Valhalla, NY 10463	<b>with a copy to: Heather Tompkins-Gallo</b> Director, Professional & Support Services
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[Massimo.Roppo@wmchealth.org](mailto:Massimo.Roppo@wmchealth.org)    [Heather.Tompkins-Gallo@wmchealth.org](mailto:Heather.Tompkins-Gallo@wmchealth.org)

12. A Bidder is restricted from contacting representatives of the Corporation or HAHV during the restricted period unless it is a contact that is included among certain statutory exceptions. Permissible Contacts include:
- 11.1 Submission of written Bids;

- 11.2 Submission of written questions to the designated contact when all written questions and responses are to be disseminated to all interested Bidders;
  - 11.3 Written complaints by a Bidder to the Corporation's General Counsel regarding failure of Corporation staff to comply timely with the provisions of the Law;
  - 11.4 Participation in a bid conference or interviews;
  - 11.5 Negotiations subsequent to tentative award;
  - 11.6 Review and debriefings of procurement awards; and
  - 11.7 Communications during bid complaints, protests or appeals.
13. The Corporation will record certain information about each time a Bidder contacts the Corporation during the Restricted Period. The Corporation will evaluate whether contacts by a Bidder during the Restricted Period were Permissible Contacts. This evaluation will be considered in connection with any determination of responsibility of the Bidder. Multiple violations of the rules described herein restricting communication between Bidders and the Corporation may result in prohibition of the Bidder from proposing on or obtaining governmental procurement contracts in the State of New York.

#### **C. CONTRACTOR QUALIFICATIONS & DOCUMENT SUBMISSION**

14. Bidder shall provide with the Bid, profiles of at least four (4) personnel showing they are qualified and/or certified to perform service.
15. Bidder shall provide with the Bid, a listing of at least three (3) other customers for whom they currently provide the same or similar service in accounts of equal or greater size and complexity.
16. Contractor must submit accurate and complete information in response to this IFB. Failure of any Bidder to timely certify or to disclose accurate and complete information or the submission of any intentionally false or intentionally incomplete certification may result in the rejection of the Bid, any contract award or if a contract has been executed, the immediate termination of the contract.
17. Bidder shall maintain certifications and training
- 17.1 National Certification
    - OSHA
    - CMS
    - HIPPA
    - Transportation Guideline Trainings
    - TRM.41050 Handling of Blood Products
  - 17.3 Trainings
    - OSHA Bloodborne Pathogen

#### **D. CORPORATION RESERVATION OF RIGHTS**

18. The Corporation in its sole discretion shall determine whether any irregularities contained in any Bid are minor in nature and susceptible of being waived or whether it is in the best interest of the Corporation to insist on strict compliance with the requirements of the IFB;
19. The Corporation further reserves the right to:
- 19.1 Corporation may elect to
    - Reject any or all bids or any portion thereof received in response to the IFB;
    - Withdraw the IFB at any time; at the Corporation's sole discretion;
    - Make an award under the IFB in whole or part;
    - Pursue any or all of the Services describes herein from alternate sources;
    - Disqualify a Bidder whose conduct and/or Bid fails to conform to the requirements of the IFB;
    - Seek clarifications and revisions of Bids;
    - Require correction of arithmetic or other apparent errors for the purpose of assuming a full and complete understanding of a Bidders Bid and/or to determine a Bidder's compliance with the IFB

- requirements;
  - Prior to the opening of Bids, amend the IFB specifications to correct errors or oversights, or to supply additional information about the services sought as such information becomes available;
  - Prior to the opening of Bids, direct Bidders to submit Bid modifications addressing subsequent amendments or addenda to the IFB;
  - Change any date set forth in this IFB;
  - Waive any informalities or any non-material requirements of the IFB;
  - Negotiate with the successful Bidder within the scope of the IFB in the best interests of the Corporation;
  - Require Bidders to submit best and final offers (“BAFOs”);
  - Require that all offers be held open for a period of 120 days unless otherwise expressly provided for in writing;
  - Reject proposals after the stated submission deadline;
- 19.2 Corporation reserves the right to
- Change the terms and conditions, or service specifications of the IFB;
  - Audit awarded Bidder book/records upon providing sufficient notice.

#### **E. CONFIDENTIALITY OF BIDS**

20. Confidential, trade secret, or proprietary materials must be clearly marked and identified as such upon submission by the Bidder. Bidders must provide specific justification as to why disclosure of particular information in the Bid would cause substantial injury to the competitive position of the Bidder. Properly identified information that has been designated confidential, trade secret, or proprietary by the Bidder will not be disclosed except as may be required by the Freedom of Information Law or other applicable state or federal laws. In the event that the Corporation determines that the law requires that confidential information be disclosed, the Corporation will notify the Bidder so that it may take whatever steps it deems appropriate.

#### **F. METHODS OF AWARD**

21. The contract for Services for all sites shall be awarded on a lump sum basis to the Bidder submitting the lowest responsible Bid that. The bid shall be opened publicly and read aloud on the bid date, as described in this IFB.
22. Bidders may be requested by the Corporation to clarify contents of their bid. Other than to provide such information as may be requested by the Corporation, including but not limited to best and final offers, no bidder will be allowed to alter its bid or add new information after the final submission date and time.
23. The Agreements will incorporate the terms, conditions contained herein including but not limited to the General Clauses. The Corporation and HAHV will issue their own Agreement memorializing the terms contained herein and will not agree to sign any other document. All awarded Agreements must be properly signed and executed prior to payment for any services performed.

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## SECTION II: GENERAL CLAUSES

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### A. **TERM & TERMINATION OF SUBSEQUENT AGREEMENT**

1. **Term.** The Term of the agreement(s) awarded from this Bid Specification shall be for an initial term of one (1) year. The successful Bidder (the "Contractor") will be required to execute an agreement(s) (the "Agreement(s)") in substantially the form as herein described. Additionally, each of the Corporation and HAHV, at their sole option, shall have the option to extend the respective Agreements for three (3) additional one (1) year periods at the same prices, terms and conditions by notifying the successful Bidder a minimum of thirty (30) days prior to the expiration of the applicable term.
2. **Termination by each of Corporation and HAHV without Cause.** The respective Agreement may be terminated in whole or part by the Corporation and HAHV upon thirty (30) days' written notice, if the Corporation or HAHV, respectively, in their sole discretion, deems such termination to be in their respective best interest. In such event, the Contractor shall be compensated and the Corporation or HAHV, as applicable shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination. Notice hereunder shall be effective on the date of receipt, which is presumed to be five (5) calendar days after mailing.
3. **Termination by Corporation or HAHV for Cause.** The respective Agreement may be terminated by each of the Corporation and HAHV in the event that the Contractor breaches any of the terms of the Agreement and such breach remains uncured for ten (10) days' after service of written notice to the Contractor. Notice hereunder shall be effective on the date of receipt, which is presumed to be five (5) calendar days after mailing.
4. **Prior Agreements Null and Void.** Any Bid submitted in response to this IFB and the Agreement arising out of this IFB shall override any previous agreements for these services, except as otherwise provided herein.

### B. **RATES, PAYMENT AND CONTRACT**

5. **Fixed Rates.** The prices and quoted in the Bid Form, if accepted, shall be considered guaranteed and not adjustable rates for the term of the respective Agreement, regardless of the level of services actually used or purchased.
6. **No Exclusive; No Minimum Work.** No exclusive rights shall be granted, nor are any guarantees, promises or representations of any minimum amount of services given nor are any to be inferred from this bid, if accepted. The Contractor hereby waives any claims to lost or anticipated profits based on the Corporation's or HAHV's failure to use any of the services up to the full amount estimated in the Bid Form. Further, the Contractor hereby disavows and waives any claims, including without limitation, claims for direct, indirect, consequential, or special damage or lost or anticipated profits based on the Corporation's or HAHV's failure to utilize the Contractor's services.
7. **Other Fees and Charges.** Any references in this IFB or in any other document to interest charges, late fees, cancellation charges or similar payments are hereby expressly excluded from the respective Agreement and shall not be paid by the Corporation or HAHV. In addition, Contractor shall provide all-inclusive (i.e. gas, parking, insurance, tools, etc.).
8. **Tax Exempt Status.** The Corporation, HAHV, and each Site is exempt from federal, state or local taxes. Do **NOT** include any of these taxes when bidding or invoicing. Exemption Certificates will be furnished upon written request to the Corporation's Department of Legal Affairs.
9. **Right of Corporation to Revise Specifications.** The Specifications described in Section III and Attachment A may be changed, modified, increased or decreased based upon the needs of the Corporation or HAHV. Changes in the cost of the Services due to such changes, modifications, increase or decrease shall be determined in the following order: (a) reference to the prices, if any, set forth in the Contractor's bid; (b) mutually agreed upon unit or lump sum prices; or (c) the Contractor's actual cost of material minus any discounts and labor wage required for the work or services, as determined by an authorized representative of the Corporation plus twenty percent (20%) compensation for all items of profit and other expenses.



10. **Invoicing.** Invoices for Services rendered under the Agreement shall be provided monthly in arrears via email and reference each site's WMC or HAHV contract number. All invoices submitted during each calendar year shall be numbered and be non-repeating. In no event shall final payment be made prior to the completion of all Services. Invoices are to be itemized with a detailed breakdown of any and all charges and must reference the contract number.
- 10.1. Three (3) sites shall be assigned customer numbers and invoiced separately.
- Westchester Medical Center, Valhalla campus
  - MidHudson Regional Hospital, of Westchester Medical Center
  - Health Alliance of the Hudson Valley
- 10.2. In the instance KPI's are not met for more than one (1) month, Corporation shall receive ten (10) percent credit on next month's invoice.
- 10.3. All service charges shall be consistent with agreed upon rate. In the event Corporation or HAHV is inaccurately charged for Services, Contractor will apply credit to next month's invoice.
11. **Payment.** Corporation and HAHV, respectively, shall pay all properly submitted and undisputed invoices within ninety (90) days from receipt of Contractor's invoice. Any references in the Agreement or in any other document to interest charges, late fees, restocking fees, cancellation charges or similar payments are hereby expressly excluded from this Agreement.
12. **Expenses.** Such amounts paid to the Contractor shall be full compensation for the Services and related expenses. No payments will be made to the Contractor for out-of-pocket expenses; further, any reimbursement of approved expenses will be honored only in accordance with and subject to the Corporation's Travel and Expense Policy for Contractors, copies of which are available upon request.
13. **Right to Audit.** The Corporation and HAHV shall have the right to audit such books and records of the Contractor reasonably pertinent to the subsequent Agreement at any time during the Term hereof or within eighteen (18) months following termination of such Agreement.
14. **Contracting Parties.** Two (2) WMC Health entities will be the ultimate contracting parties in agreements with the successful proposer(s) resulting from this Bid - Westchester County Health Care Corporation d/b/a Westchester Medical Center ("WMC") and Health Alliance of the Hudson Valley, Inc. ("HAHV"). The WMC contract will provide for performance of Services for WMC Valhalla and Mid-Hudson Regional Hospital. The HAHV contract will provide for the performance of Services at Health Alliance Hospital (the Broadway campus, Mary's Avenue campus, and Margaretville).
15. **Applicability.** The prices and terms quoted in the Bid Form, if accepted, shall be applicable to ALL corporation affiliates, and any facility that may be acquired or added in the future.

## **C. SERVICES**

16. **Warranty.** The Services shall be performed in a manner consistent with the generally recognized standards of persons regularly engaged in providing such services. The Contractor warrants that it possesses the requisite skill, knowledge, experience and resources to perform the Services required under the Agreement. Contractor warrants to the Corporation that any Services performed and any materials used by Contractor in connection with the Services shall be free from defects in workmanship and/or materials and agrees that any damage arising from any breach of this warranty shall promptly be remedied by Contractor at its sole expense. The Contractor shall be responsible for the timely performance and professional quality of all services provided by or through the Contractor under the Agreement.
17. **Scheduling.** The exact dates, times and locations for the provision of the Services will be mutually determined by the Parties and confirmed in writing.
18. **Equipment, Materials, and Supplies.**
- 16.1. **Provision of Equipment, Material and Supplies.** Contractor shall provide at its expense all tools, equipment, materials and supplies required in performing any Services hereunder, except for tools,

equipment, material and supplies, if any, to be provided or paid for by the Corporation or HAHV, respectively.

- 16.2. Use and Storage on Corporation's or HAHV's Premises. Any tools, equipment, materials, supplies or other personal property of Contractor used, held or stored on Corporation's or HAHV's premises shall be at the sole risk of Contractor and neither Corporation nor HAHV shall be liable for any loss thereof or damage thereto for any reason whatsoever.
  - 16.3. Material Safety Data Sheet; Hazardous Materials. All materials and supplies shall be clearly labeled and, if applicable, shall have the Material Safety Data Sheet affixed to the outside of the container. Contractor represents and warrants that it will not, at any time, store any hazardous materials on, in, or near Corporation's or HAHV's premises.
  - 16.4. Removal of Equipment, Material and Supplies. Upon termination of the Agreement for any reason, Contractor shall immediately remove all of its property from the Corporation's or HAHV's respective premises and any property not so removed may be removed by the Corporation or HAHV, respectively at Contractor's expense.
  - 16.5 Custody of Corporation's Property. In the event that Contractor shall, by virtue hereof, have custody of any Corporation or HAHV property, the Contractor shall be deemed to be an insurer thereof and shall be responsible for its safe return to Corporation or HAHV, respectively. The Contractor shall carry any insurance, at its expense, reasonably deemed necessary to cover any damage or loss of Corporation's or HAHV's property in the custody of Contractor.
19. **Background Check.** Contractor further agrees that all individuals employed or otherwise engaged by Contractor and assigned to provide Services on Corporation's or HAHV's premises hereunder ("Contractor Representatives") will be subject to a background check substantially similar to the inquiries made by the Corporation or HAHV with respect to its own employees and that the Corporation or HAHV has the right to deny any Contractor Representative access to its facilities based on the results of such inquiry.
20. **Conduct.**
- 18.1 **General Conduct.** Contactor and Contractor Representative shall adhere to the following:
    - Compliance with the instructions pertaining to conduct and regulations issued by the Corporation or HAHV including but not limited to Code of Conduct, Sexual Harassment Policy, and Anti-Discrimination Policy, (copies of which shall be made available to Contractor upon request).
    - Contractor shall submit data on each of its Representatives assigned to perform Services at the Corporation's or HAHV's sites, prior to or at the time of assignment.
    - No Contractor Representatives shall be assigned to perform Services without the prior written consent of the Corporation or HAHV, respectively.
    - Contactor shall not unilaterally remove and/or transfer a personnel assigned to perform Services without the consent of the Corporation or HAHV, respectively.
  - 18.2 **Appearance.** Corporation and HAHV each reserve the right to refuse to utilize the Services of Contractor Representatives without an appropriate, complete and satisfactory appearance.
    - 18.2.1. **Uniforms.** The Contractor shall ensure all Representatives are dressed in clean, neat uniforms; no jeans, scrubs, or dress other than Contractor provided uniform are allowed.
      - All uniforms must be approved by an authorized representative of the Corporation or HAHV, respectively.
      - All Contractor Representatives on duty performing services shall be neatly dressed, wear clean and pressed uniforms and well-groomed at all times. The uniforms shall consist of shirt/blouse and/or pants/skirt.
      - All uniforms used by the Contractor Representatives performing Services on the Corporation's or HAHV's premises shall be furnished by Contractor at no additional cost to the Corporation or HAHV.
    - 18.2.2. **Identification.** Contractor Representatives shall display contractor & Corporation/HAHV ID badges above waist at all times while on service.
      - Contractor shall provide all its Representatives performing services on the

Corporation's or HAHV's premises with appropriate photo identification badges, as approved by the Corporation or HAHV, respectively.

- Corporation or HAHV shall provide Representatives Identification badge at no cost to the Contractor or its personnel. Contractor shall ensure that the Corporation or HAHV Identification Badge is worn, clearly displayed and visible at all times. Contractor Representatives shall notify the Corporation's or HAHV's Security Office immediately of a lost or stolen Corporation or HAHV Identification badge. The Corporation may issue a replacement Corporation or HAHV Identification to Contractor Representative at the current replacement cost rate of \$15.00.

18.2.3. Miscellaneous.

- Contractor Representative shall not wear jewelry, ball caps, head ornaments or other inappropriate garments or headgear while performing the Services.
- Contractor Representative are prohibited from wearing headphones or any other device which impairs hearing while on duty. Representatives are also prohibited from using personal communications and/or cell phone while on duty.

18.3. **Improper Conduct.** Notwithstanding anything herein to the contrary, in the event that any Contractor Representative assigned to perform Services hereunder is found to be unacceptable to the Corporation or HAHV for any reason, the Corporation or HAHV shall notify Contractor of such fact and Contractor shall immediately take appropriate action, which may include immediate removal of such Representative from Corporation's or HAHV's premises if the Corporation or HAHV so requests, and replace with another Representative acceptable to the Corporation or HAHV.

21. **Health Clearance.** Contractor Employees providing Services on Corporation or HAHV premises must be in good health and Contractor, at Contractor's sole cost, shall be responsible for ensuring that all such Contractor Employees meet the health, immunization and infection control criteria required by Corporation and HAHV as may be modified from time to time.

22. COVID 19 Vaccination Status

22.1. In all cases the contracted employee must be fully vaccinated against COVID 19 as defined below and proof of such vaccination has been presented to the WMC Assistant Director of Support Services and remains available for confirmation as necessary. Fully Vaccinated Defined: Fully Vaccinated: The individual has received the second dose of a COVID-19 vaccine that is a two-dose vaccine, or a COVID-19 vaccine that is a single dose vaccine. The vaccine must be a COVID-19 vaccine that is authorized or approved for use by the U.S. Food and Drug Administration.

23. **Restricted Access to Clinical Areas.** Contractor shall not access clinical areas of Corporation's premises in connection with Contractor's performance of the Services unless, prior to permitting any Contractor Representative to provide Services on-site at Corporation's premises, Contractor ensures that each Contractor Representative has submitted a certification, (in a form reasonably required by Corporation) signed by a licensed health care provider or certifies through Corporation's Contractor credentialing program, that he or she has undergone a physical examination meeting the requirements set forth under Title 10 of the New York Codes, Rules and Regulations. Contractor shall provide Corporation with a signed health clearance form or certification through Corporation's Contractor credentialing program prior to the arrival of any Contractor Representative at Corporation's premises for the provision of Services.

23.1. Contractor shall be solely responsible for the cost of all laboratory, medical services, vaccines, and tests for Representatives.

24. **Payment for Parking.** At Corporation's or HAHV's respective discretion and subject to availability, Contractor's staff and employees may utilize Corporation or HAHV parking facilities at the non-Corporation/HAHV employee rates. If the Corporation or HAHV determines that the Contractor Personnel are (i) parking illegally (*i.e.*, parking without paying) in the Corporation's or HAHV's parking facilities and (ii) such illegal parking has taken place with the knowledge and acquiescence of the Contractor or any of its key management staff ("Willful Violation"), then, in that event the Corporation or HAHV, may deduct the estimated amount of any lost parking revenue from any amounts due or to become due to the Contractor.

25. **Independent Contractor.**

- 21.1. Independent Relationship. The Contractor's relationship to the Corporation and HAHV shall, at all times, be that of an independent contractor. Nothing contained in this Agreement is intended to nor shall it be construed to render either party an employee, servant, agent, partner or co-venturer of the other. Each party shall be liable for its own debts, obligations, acts and omissions. The Contractor remains solely responsible for the payment of all required withholding, Social Security and other taxes or benefits for its employees or any third persons working on its behalf.
- 21.2. Contractor Responsible for Payroll; Fringe. Contractor shall be solely responsible to withhold all amounts required to be withheld under federal, state and local tax laws. Further, Contractor shall be responsible for the payment of all social security, unemployment, worker's compensation and disability insurance for Contractor Personnel in accordance with applicable laws.
- 21.3. Indemnification for Independent Contractors. Contractor shall indemnify and hold harmless Corporation, HAHV, their directors, officers, employees, and affiliates and their directors, officers, employees from any federal, state, and local taxes, including without limitation, self-employment income, social security, unemployment insurance and income taxes and any other withholding required pursuant to law or by any governmental body for the Services furnished hereunder. The Contractor further agrees to defend, indemnify and hold harmless the Corporation, HAHV, their officers, employees and agents from and against any claim or action brought against Corporation and/or HAHV, arising out of Contractor's employment or other engagement of personnel to perform Services hereunder including but not limited to all claims and liabilities relating to any action, claims, lawsuits or investigations against Corporation by any personnel employed or engaged by Contractor, or governmental entity or agency relating to discrimination, wrongful discharge, retaliation, breach of contract or any other federal or state law, rule or regulation.

#### **D. PROPERTY DAMAGE**

26. Restoration of Damage. When or where any direct or indirect damage or injury is done to the Corporation's or HAHV's property by or on account of any act of omission, neglect or misconduct on the part of the Contractor in the execution of the Services, such property shall be restored by the Contractor at his expense, to a condition equal to that existing before such damage or injury was done or he shall make good such damage or injury in such other manner as may be acceptable to the Corporation or HAHV, respectively. In the event of damage to Corporation or HAHV property by the Contractor, the Corporation and HAHV each reserves the right to immediately affect both temporary and permanent repairs at the expense of the Contractor. The Corporation or HAHV shall provide written notice of any damage requiring repair and Contractor shall assume responsibility for the repairs.
27. Contractor Equipment. The Contractor shall assume full responsibility for the equipment employed in the execution of the Services hereunder and agrees to make no claims against the Corporation or HAHV for damages to such equipment from any claims whatsoever.

#### **E. INDEMNIFICATION**

28. Acts and Omissions. The Contractor agrees that, except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the Corporation or HAHV, respectively, the Contractor shall defend, indemnify and hold harmless the Corporation, HAHV, their officers, employees and agents from and against any and all liability, damages, claims, demands, costs, judgments, fees, reasonable attorneys' fees or loss arising directly or indirectly out of the performance or failure to perform Services hereunder by the Contractor or third parties under the direction or control of the Contractor.
29. The liability of the Parties to each other for damages in connection with the Agreement, regardless of the form of action, shall not exceed the actual damages incurred by the Party seeking redress. Neither Party shall be liable to the other for any special, consequential, punitive, or exemplary damages arising from the Agreement, including but not limited to damages for loss of future business (lost profits). This provision shall not apply to claims raised by third parties against either Party or to claims in which either Party joins the other as a third party defendant

## **F. INSURANCE REQUIREMENTS**

### **30. Insurance.**

(a) Prior to commencing Services, the Contractor shall obtain at its sole cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the Corporation, which insurance shall name all appropriate additional insureds as directed by the Corporation. The policies or certificates for such insurance shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the General Counsel of the Corporation by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Contractor and identify the Agreement. If at any time any of the policies required herein shall be or become unsatisfactory to the Corporation, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Corporation, the Contractor shall, upon notice to that effect from the Corporation, promptly obtain a new policy and submit the policy or a certificate to the Office of General Counsel of the Corporation for approval. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the Corporation, may be declared suspended, discontinued or terminated. Failure of the Contractor to take out or maintain such insurance shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification. All property losses shall be made payable to and adjusted with the Corporation.

(b) The Contractor shall provide proof of the following coverage:

- i. **Workers' Compensation.** Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York." (Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits' Policy, or both, a temporary permit may be issued if the employer completes form C-105.2 in duplicate. A copy of form C-105.2 is sent to the Worker's Compensation Board, Information Unit for investigation and report.) If the employer is self-insured for Worker's Compensation, he should present a certificate from the New York State Worker's Compensation Board evidencing that fact.
- ii. **Employer's Liability** with minimum limit of \$1,000,000.
- iii. **General Liability** Insurance with a minimum limit of liability per occurrence of \$2,000,000 for bodily injury and \$1,000,000 for property damage or a combined single limit of \$2,000,000 (c.s.l.), naming the Corporation and HAHV as an additional insured. This insurance shall indicate on the certificate of insurance the following coverages:
  1. Premises - Operations.
  2. Broad Form Contractual.
  3. Independent Contractor and Sub-Contractor.
  4. Products and Completed Operations.

All contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

- iv. **Automobile Liability** Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$ 1,000,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage following coverage's:
  1. Owned automobiles.
  2. Hired automobiles.
  3. Non-owned automobiles.

v. **Cyber Liability:** Privacy and Information Security coverage with limits of at least \$5 million each claim and in the aggregate. This is to include coverage for intentional or unintentional disclosure of private personal or corporate information. Coverage must also extend to liability for transmittal of a

virus or malicious code and denial of access/denial of service. Liability must include the cost of regulatory action, defense and fines/penalties where permitted by law, privacy breach notification, credit monitoring, and public relations expenses.

vi. **Excess Liability/Umbrella Insurance** with a minimum limit of liability per occurrence of \$5,000,000 over and above the underlying primary coverage limits stated in Subsections i, iii, iv, and v above with respect to bodily injury or death to any number of persons in any one accident or occurrence. The policy shall be endorsed to name the Entities as additional insured, on a non-contributory basis.

(c) All policies and certificates of insurance of the Contractor shall contain the following clauses:

- i. Insurers shall have no right to recovery or subrogation against the Corporation (including its directors, officers, employees, and subsidiaries), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- ii. The clause "other insurance provisions" in a policy in which the Corporation is named as an insured shall not apply to the Corporation.
- iii. The insurance companies issuing the policy or policies shall have no recourse against the Corporation for payment of any premiums or for assessments under any form of policy.
- iv. Any and all deductibles in the above described insurance policies shall be assumed by, be for the account of, and at the sole risk of, the Contractor.

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

31. The Contractor shall ensure that of its staff involved in the use of hazardous chemicals, materials and wastes shall be knowledgeable of proper care and handling of such materials, as well as emergency procedures in the event of an accident, including but not limited to spills, break of container or exposure to such materials.
32. The Contractor shall strictly adhere to the OSHA standards and the New York State "Right-to-Know Law." The Contractor using hazardous chemicals shall maintain a current inventory and an up-to-date file of Safety Data Sheets (SDS) on any chemical utilized in the performance of the services.
33. The Contractor shall submit an inventory listing of all hazardous substances utilized in the performance of services at Westchester Medical Center. Copies of inventory SDS, as well as a written report of misapplication of chemicals with reasons, causes, affects and remedies shall be submitted to the following:  

One Copy to:     *Safety Officer*  
Westchester Medical Center  
Taylor Pavilion Room E-243  
Valhalla, New York 10595

*Assistant Director, Support Services*  
Westchester Medical Center  
Taylor Pavilion Room C-111B  
Valhalla, New York 10595
34. The Contractor shall be responsible for the use and storage of hazardous materials and chemicals on Corporation or HAHV property. The Contractor's policy on hazardous materials and waste shall be submitted for an annual review.
35. The Contractor shall provide adequate training and proper handling of chemicals and hazardous waste to its employees. The following information shall be provided in the training:
  - (a) The name or names of the substances including the generic or chemical name.
  - (b) The trade names of the chemical or substance.
  - (c) The level at which exposure to the substance is hazardous, if known.
  - (d) The effects of exposure at hazardous levels.
  - (e) The symptoms of such effects.



- (f) The potential for flammability, explosion and reactivity of the substance.
  - (g) Appropriate emergency treatment.
  - (h) Proper conditions for safe use and exposure to the substance.
  - (i) Procedure for cleanup and spills.
36. The Contractor shall maintain proper training and information documentation for its employees. Copies of the training records shall be made available upon request.
37. The Contractor shall secure any chemicals, materials and equipment to prevent tampering by any person in the Corporation buildings while performing any services. No materials or equipment shall be stored adjacent to or near Corporation buildings or food areas during the performance of the services.

## **H. CONFIDENTIALITY**

38. **Confidential Information.** Contractor represents and warrants that all non-public information communicated by the Corporation or HAHV to the Contractor in connection with the performance of the Services provided under this Agreement shall be regarded as confidential information, used only for the purposes of this Agreement, and in no event shall be disclosed to third parties, including Contractor's affiliates, partners, employees, agents, or representatives other than those listed herein, unless otherwise required by applicable law, judicial or administrative process, professional standards or a court or government agency of competent jurisdiction (other than as may be required for internal quality assurance, management, or legal review purposes) or if disclosure is in connection with litigation between the Parties arising hereunder. This Section shall not apply to information (i) developed by the receiving party without the use of or access to the disclosing party's proprietary information; (ii) that is or becomes publicly known without a breach of this Agreement; (iii) disclosed to the receiving party by a third party not required to maintain its confidentiality; or (iv) that is already known to the receiving party at the time of disclosure. To the extent the Contractor, its employees, agents, and representatives, have access to patient records, the Contractor, its employees, agents, and representatives shall observe and maintain patient confidentiality of records and related information to the extent required by applicable federal, state and local laws.
39. **No Publication without Consent.** Neither Party shall, without first obtaining the written consent of the other Party, advertise or publish the fact that the Contractor or Corporation has contracted to furnish or receive the Services covered by this Agreement. The Contractor agrees that it will not use the Corporation name, trademark, service mark, tag line or other designator of the Corporation or HAHV for any purpose within the market place unless the use of each item is specifically given approval by the Corporation or HAHV, respectively.
40. **Ownership of Records.** All records compiled by Contractor in providing and completing the Services, including but not limited to written reports, studies, computer protocols, graphs, charts and all other similar recorded data, shall become and remain the property of the Corporation or HAHV. Contractor may retain copies for its own use, all of which shall be subject to all confidentiality requirements set forth herein.
41. **Protected Health Information.** The Parties shall comply in all respects with the provisions of the Health Insurance Portability and Accountability Act of 1996 "HIPAA" and all regulations promulgated thereunder. The Parties further agree to comply with the Standards for Privacy of Individually Identifiable Health Information, hereinafter "Privacy Regulations", including the "Business Associate" provisions stated therein. Contractor shall maintain all patient-related information to which it has access in performing hereunder, including but not limited to medical records (collectively, "Confidential Patient Information"), in the strictest confidence in accordance with all applicable laws and regulations. Without limiting the foregoing, Contractor represents that (i) its personnel have been trained in and will comply with the confidentiality and disclosure requirements set forth in Title 10 of N.Y.C.R.R., including those concerning HIV/AIDS related information; as well as HIPAA, including compliance with the requirements set forth in WMC's Notice of Privacy Practices and (ii) Contractor will enter into and comply with Corporation's form of Business Associate Agreement.

## **I. COMPLIANCE WITH LAW**

42. **Generally.** The Contractor shall comply, at its sole cost and expense, with the provisions of all applicable federal, state or local laws, ordinances, regulations or rules and any amendments or additions thereto, including without limitation, the New York State Labor law, as applicable, and Worker's Compensation Law. Without limiting the generality of the foregoing, in accordance with the requirements of the Deficit Reduction Act of 2005, Contractor agrees to adhere to the Corporation's or HAHV Code of Conduct, as applicable to the given Site, and all relevant compliance policies, including without limitation, policies requiring the education of employees regarding the requirements of the Federal False Claims Act and New York State False Claims Act and obligating them to report actual or suspected violations to Corporation's or HAHV's management, Compliance Officer or the anonymous Compliance hotline. Contractor further warrants that it shall obtain and maintain in full force and effect all required permits, licenses and approvals from all applicable governmental authorities. Contractor represents and warrants that it holds any and all required permits, licenses and meets all applicable state and local laws, rules and regulations.
43. **Standards Applicable to Services, Equipment, Training, and Other Methods of Performance.** Further, the Contractor agrees that all work, apparatus, equipment, tools, supplies, chemicals, training, and methods used in the performances of the Services under this Agreement shall conform to all laws, regulations, standards, and requirements, including, but not limited to, Occupational Safety and Health Administration, United States Environmental Protection Agency, Center for Disease Control, Joint Commission on Accreditation of Healthcare Organizations, New York State Department of Environmental Conservation, New York State Environmental Conservation, New York State Department of Health, Corporation and HAHV Administrative Policy, Corporation and HAHV Infection Control Policy, applicable sanitary codes, Westchester, Dutchess, or Ulster County Department of Health, as applicable; American Disabilities Act.
44. **Labor Laws.** FOR ANY WORK OR SERVICES SUBJECT TO THE REQUIREMENTS OF ARTICLES 9 OF THE NEW YORK STATE LABOR LAW, BUILDING SERVICE EMPLOYEES IN THE EMPLOY OF THE CONTRACTOR, SUBCONTRACTOR OR OTHER PERSON DOING OR CONTRACTING TO DO THE WHOLE OR A PART OF THE AGREEMENT SHALL BE PAID THE PREVAILING WAGE RATES AND PROVIDED SUPPLEMENTS (INCLUDING, BUT NOT LIMITED TO, HEALTH, WELFARE, NON OCCUPATIONAL DISABILITY, RETIREMENT VACATION BENEFITS, HOLIDAY PAY, LIFE INSURANCE AND APPRENTICESHIP TRAINING) AS REQUIRED BY THE NEW YORK STATE LABOR LAW.
45. **Hazardous Materials; Training.** The Contractor shall instruct and provide its Representatives with written procedures for safety and protection concerning the nature of toxic substances, which they may encounter in the course of providing services under the agreement, in accordance with OSHA and Article 28 of the New York State Labor Law.

## **J. NON-DISCRIMINATION**

46. **No Discrimination.**
- (a) In performing its obligations hereunder, the Contractor, or any person working on the Contractor's behalf, shall not discriminate, harass or intimidate any individual on account of race, creed, color, sex, age, disability, national origin, marital status, sexual orientation, genetic predisposition or carrier status.
  - (b) In addition, for any work or services subject to the requirement of Article 9 of the New York State Labor Law, the Contractor expressly agrees:
    - i. That in the hiring of employees for the performance of Services under the Agreement or any subcontract or agreement hereunder, no Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color, national origin, age, sex, disability or marital status, discriminate against any citizen of the State of New York who is qualified and available to perform the Services to which the employment relates;
    - ii. That no Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of Services under the Agreement on account of race, creed, color, national origin, sex or disability;
    - iii. That there may be deducted from the amount payable to the Contractor by the Corporation under the Agreement a penalty of FIFTY DOLLARS (\$50.00) for each person for each calendar



day during which such person was discriminated against or intimidated in violation of the provision hereof;

- iv. That the Agreement may be canceled or terminated by the Corporation or HAHV, respectively, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of this paragraph.

- 47. **MWBE Participation.** It is the Corporation's and HAHV's policy to use its best efforts to encourage and support significant, meaningful participation by business enterprises owned and controlled by people of color and/or women (MBE/WBE) in contracts and projects funded by the Corporation or HAHV and develop a policy to efficiently and effectively monitor such participation.
- 48. **Sexual Harassment Policy.** It is the policy of the Corporation and HAHV to prohibit sex discrimination, including sexual harassment of its employees in any form. The Corporation or HAHV will take all steps necessary to prevent and stop this occurrence of sexual harassment in the workplace. This policy applies to all Corporation and HAHV employees and all personnel in a contractual relationship with the Corporation or HAHV. This policy shall apply to the conduct of non-Corporation employees in the Corporation or HAHV workplace. This sexual harassment policy includes, but is not limited to, inappropriate forms of behavior described by the Equal Employment Opportunity Commission. (b) Sexual advances that are not welcome, request for sexual favors and other verbal or physical conduct of a sexual nature constitutes sexual harassment when: (i) Submission of such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or (ii) Submission to or rejection of such conduct by an individual is used as the basis of employment decisions, such as promotions, transfer, or termination, affecting such individual; or (iii) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

#### **K. REPRESENTATIONS AND WARRANTIES**

- 49. **Conflicts of Interest.** The Contractor represents, to the best of its knowledge, that no employee, officer, or director of, and no physician or physician practice affiliated with, Corporation or HAHV has a financial interest in the Contractor. The Contractor further agrees that if it discovers or otherwise becomes aware that an employee, officer, or director of, or a physician or physician practice affiliated with, Corporation or HAHV has a financial interest in the Contractor, Contractor shall promptly disclose that financial interest to Corporation or HAHV, respectively, in writing. To the extent that a financial interest is disclosed by Contractor in accordance with this Section, the Parties agree to make good faith efforts to resolve any conflict of interest, provided however, in the event that such conflict of interest cannot be resolved, Corporation or HAHV, as applicable, at its option, may declare any agreement between the Contractor and Corporation or HAHV null and void. For purposes of this Section, the term "financial interest" shall include the following transactions or relationships: (a) payment of fees including consulting fees, royalty fees, honoraria, or other emoluments or "in kind" compensation; (b) any gift of more than nominal value; (c) service as an officer or director of Contractor whether or not remuneration is received for such service; or (d) an ownership interest in Contractor, except that a shareholder owning less than a majority of shares of a publicly traded entity shall not be deemed to have a financial interest for the purposes of this Section.
- 50. **Eligibility for Governmental Programs.** Contractor represents that (a) it has not been convicted of a criminal offense related to health care; (b) it is not currently listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs; and (c) it is not currently listed by the State of New York, any political subdivision of the State of New York or any public benefit corporation or public authority as debarred, excluded or otherwise ineligible to contract with such public entity. For purposes of this paragraph, "Contractor" is defined as the entity entering into this contract, and/or its principals, employees, directors and officers and shareholders (provided, however, that, if Contractor is publicly traded, the term "Contractor" shall not include shareholders owning publicly traded shares of Contractor).
- 51. **Personal Inducements.** Contractor represents and warrants that no cash, equity interest, merchandise, equipment, services or other forms of remuneration have been offered, shall be offered or will be paid or distributed by or on behalf of Contractor to Corporation or HAHV and/or their employees, officers or directors, any

other Corporation-affiliated or HAHV-affiliated person or entity (including any physician or physician practice privileged by or affiliated with Corporation or HAHV), or the immediate family members of any of the foregoing as an inducement to purchase or to influence the purchase of Services by Corporation or HAHV from Contractor.

52. **Government Access to Records.** Contractor, Corporation and HAHV agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). Contractor further specifically agrees that until the expiration of four (4) years after the expiration or termination of this Agreement, Contractor shall make available, upon written request of the Secretary of the Department of Health and Human Services, the Comptroller General or any of their duly authorized representatives, this Agreement and the books, documents and records of Contractor that are necessary to verify the nature and extent of the costs charged to Corporation or HAHV hereunder. Contractor further agrees that if Contractor carries out any of the duties of this Agreement through a subcontract with a related organization with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or the Comptroller General or any of their duly authorized representatives, the subcontract and all books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

#### **L. MISCELLANEOUS**

53. **Assignment.** The award or the Agreement may not be assigned in whole or in part, nor may any obligation hereunder be subcontracted by the Contractor without the prior written consent of the Corporation or HAHV, as applicable. Any such assignment or subcontract shall not relieve the Contractor of its obligations therein.
54. **Governing Law.** This Bid Specification and the Agreement shall be governed by the laws of the State of New York regardless of any conflict of law rules. Any action or proceeding related to or arising directly or indirectly out of this Bid Specification or the Agreement shall be commenced and maintained in the New York Supreme Court, Westchester County or the Federal District Court for the Southern District of New York.
55. **Force Majeure.** Neither Party shall be deemed to be in default of or to have breached any provision of the Agreement as a result of any delay or failure in performance due to reasons beyond such Party's reasonable control. If such a delay occurs, the affected Party may extend the time for performance by a period of time equal to the delay. Notwithstanding the foregoing, if a force majeure event is claimed by Contractor and such event continues for more than five (5) business days, Corporation or HAHV, as applicable shall have the right and option to terminate this Agreement. Notwithstanding the foregoing, Contractor performance shall neither be excused nor delayed due to the Covid-19 pandemic.
56. **Waiver.** No waiver by either party of any condition or of the breach by the other party of any term or covenant contained in the Agreement, whether by conduct or otherwise, at any time or in any one or more instances shall be deemed or construed as a further or continuing waiver of any such condition or breach of any similar or dissimilar term or covenant set forth in this Agreement. Moreover, the failure of either party to exercise any right hereunder shall not bar the later exercise thereof.
57. **Headings.** The headings of the sections hereof are inserted for convenience only and in no way define, limit or prescribe the intent of the Bid Specification and/or the Agreement.
58. **Severability.** If any provision of this Bid Specification and/or Agreement or the application of any provision hereof to any person or circumstance is held invalid or determined to be unlawful or contrary to public policy, the term of the Agreement and the application of such provision to the persons or circumstances shall not be affected unless the invalid provision substantially impairs the benefits of the remaining portions of the Agreement.

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### SECTION III: SPECIFICATIONS

#### **A. PURPOSE OF BID**

1. The WMC Health Network is requesting Bids that will allow it to determine a suitable partner to enter into an agreement for comprehensive courier services (as more fully set forth below), for the listed site/facilities covering the days, times and routes as set forth in Attachment A. The Bid process is an opportunity to demonstrate

potential for a strong commitment to partnering with WMC Health and ensure high quality customer support services with competitive pricing. The Bid award will be expected to provide both a) comprehensive services solutions and b) competitive pricing structures, as related to the Scope of Work (SOW) offered. The Bid solicits a detailed offering that includes line item pricing and a detailed response regarding service capabilities. The bid will be awarded for all sites on a lump sum basis.

## **B. BACKGROUND<sup>1</sup>**

### **WMC Health Network.**

The WMC Health Network is comprised of Westchester Medical Center, MidHudson Regional Hospital, Maria Fareri's Children Hospital, Behavioral Health Center at Westchester Medical Center, Good Samaritan Hospital, St. Anthony's Community Hospital, Bon Secours Community Hospital, Health Alliance: Broadway Campus, Health Alliance: Mary's Avenue Campus, and Margaretville Hospital. WMC Health and each of its component entities may be hereinafter be referred to as "WMC Health" or the "Corporation". WMC Health, is a unique network of care, solely focused on advancing the health and well-being of the residents of the Hudson Valley, and ensuring that the highest level of healthcare is available as close to home as possible in the region. Westchester Medical Center was born and raised, so to speak, in the Hudson Valley. WMC Health brings together a comprehensive network of more than 250 partners, thousands of physicians and a workforce of nearly 10,000 to provide the finest care at all levels for the children and adults of the region.

WMC Health is expanding care with a new network spanning 6,200 square miles and totaling ten hospitals on five campuses with nearly 1,500 beds, including trauma centers, community hospitals and the region's only children's hospital, dozens of specialized institutes and centers, homecare, assisted living and one of the largest mental health systems in New York—with the flagship Westchester Medical Center providing the most advanced care when the residents of the region need it most.

In just over a decade, Westchester Medical Center has grown from a single campus and the advanced-care lifeline for the residents of our region, to a \$2.1 billion network with partners at every level of the healthcare continuum. And, as the healthcare and wellness needs for the Hudson Valley continue to grow, WMC Health will grow with them.

### **Westchester Medical Center Valhalla Campus (WMC) & MidHudson Regional Hospital of Westchester Medical Center (MHRH).**

#### **a. Overview**

Westchester Medical Center is operated by Westchester County Health Care Corporation, a public benefit corporation established by the New York State Legislature pursuant to Article 10-C of the New York Public Authorities Law. On January 1, 1998, the facilities and operations of the Westchester County Department of Hospitals were transferred to Westchester County Health Care Corporation, which is now responsible for the programs, services, and operations of the medical center. WMC is a regional, tertiary level academic medical center, composed of University Hospital, Maria Fareri Children's Hospital at Westchester Medical Center, and the Behavioral Health Center in Valhalla, New York as well as MidHudson Regional Hospital of Westchester Medical Center in Poughkeepsie, New York. WMC serves as the Hudson Valley's most advanced medical care and referral hospital, serving a population of more than 3.5 million people. WMC's Valhalla campus is licensed to operate with a total of 652 patient beds, including 415 beds in University Hospital; 136 beds in the Maria Fareri Children's Hospital at Westchester Medical Center; and 101 beds in the Behavioral Health Center that provides inpatient and outpatient psychiatric care. MHRH is licensed to operate 243 patient beds.

With more than 1,200 attending physicians and 7,000 healthcare professionals, WMC delivers industry-leading advanced medical care in specialties and services ranging from, but not limited to: cardiovascular diagnostics; cardiothoracic surgery; vascular surgery; vein treatment; neurosciences; neurosurgery; neuro-psychology; neurovascular intervention; heart, liver, and kidney transplants; advanced obstetrics and gynecology; and robotic surgery. WMC is a Level I Trauma & Burn Center and a nationally recognized bariatric surgery center. WMC is also home to one of the most technologically and clinically proficient advanced imaging centers in the region.

In spring 2019, Westchester Medical Center completed construction on its new Ambulatory Care Pavilion. The Pavilion includes 185,000 square feet of ambulatory care service space, including an Advanced Imaging Center, Ambulatory Surgery Center and Heart and Vascular Institute, and a 20,000-square-foot private-room expansion for Westchester Medical Center, plus another 75,000 square feet for physician offices.

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<sup>1</sup> The financial and volume data provided herein is for informational purposes only and is no guarantee of future volume or performance.

In addition to a full range of specialized care services, WMC offers nine (9) Centers of Excellence, which include:

1. Heart Center
2. Trauma Care
3. Maria Fareri Children's Hospital
4. Transplantation
5. Cancer Center
6. Neuroscience Center
7. Hybrid OR
8. Interventional Radiology
9. Cell and Tissue Engineering Laboratory (CTEL)

#### **Bon Secours Charity Health System.**

##### **a. Overview**

Bon Secours Charity Health System (BSCHS) is a multi-state healthcare provider serving nearly a million people in the lower Hudson Valley, New Jersey and Pennsylvania. BSCHS has received national recognition, rankings and numerous awards for the level of care it provides including Distinguished Hospital Award for the top 100 hospitals by Health Grades and Truven's Top 100 Hospitals for Cardiac Surgery.

BSCHS is comprised of Good Samaritan Hospital in Suffern, NY; Bon Secours Community Hospital in Port Jervis, NY; St. Anthony Community Hospital in Warwick, NY; a certified home health agency; two long-term care facilities; an assisted living/adult home facility and several other medical programs located throughout the region. Mount Alverno Center is a New York State-licensed Adult Home with an Assisted Living Program serving 85 residents. Schervier Pavilion is a 120-bed, skilled nursing facility dedicated to the highest standard of healthcare excellence.

#### **Health Alliance of the Hudson Valley**

##### **a. Overview**

Health Alliance of the Hudson Valley (HAHV) is an integrated health care system committed to providing quality and compassionate medical care for patients, their families and the community. HAHV is dedicated to offering a full range of services and medical options, while strengthening the quality of your health care.

The HealthAlliance of the Hudson Valley system is comprised of Mary's Ave Campus, Broadway Campus, Margaretville Hospital and Mountainside Residential Care Center.

Health Alliance of the Hudson Valley is planned to undergo a consolidation, whereby a new bed tower will be constructed on its Mary's Avenue campus. The Broadway campus will transform into a medical village that will focus on outpatient services. The tower expansion is expected to be completed, tentatively, by Q3 2022.

### **C. SCOPE OF SERVICES**

Duties of courier service include but not limited to: gathering and collection of medical related items that will be picked up and delivered to various locations associated with WMC Health. Attachment A provides a framework for the range of comprehensive service solutions the Corporation expects the Contractor to provide in the execution of the services.

### **D. FLEXABILITY OF SERVICES & REQUESTS**

#### **a. Service line shall include but not limited to two (2) levels of service:**

##### **1. Prescheduled Service\***

- Consisting of a dedicated driver/courier(s) with a car(s) to work exclusively for Corporation for the routes and times set forth in Attachment A, noting that the Corporation may from time to time request unscheduled requests for service/routes not currently identified. All services shall be provided within Delivery Time Requirement set forth below in Section I(2).

##### **2. STAT/Unscheduled Service (*Call In*) requests may be made 24 hours, 7 days a week, 365 days per year with live dispatch (no answering service). From pickup, Contractor Representative shall deliver within 45 minutes.**

- b. Hospital Declared Emergencies
  1. Contractor shall maintain full operations before, after and during hospital declared emergencies, including weather emergencies, at no additional cost to the Corporation.
  2. Contractor shall maintain full operations before, after and during unforeseen emergent situations with no additional fees to Corporation
  3. Contractor shall claim Force Majeure within 10 days of event declaration
  
- c. Contactor shall have the ability & certification to:
  1. Transport items at appropriate temperatures (i.e. refrigerated, frozen, and ambient) to preserve their appropriate transport requirements.
  2. Transport items shall include but not limited to:
    - Clinical Lab/Pathology Service
    - Blood Bank Service – blood products
    - Central Supply/Distribution Service - supply
    - Pharmacy Service - medications
    - Patient Equipment Service - moveable medical equipment (*requires use of van*)
    - Mailroom Service – external and internal
    - Medical Records Service
    - Treasury Service/Bankers Bag – cash, checks, credit card, receipts, and paperwork
    - Print Shop Service
  
- d. Contractor shall have the ability to add/remove routes
  1. New Business Development and Outreach. As the needs of the Corporation change, routes will be added and removed. Any adjustment in price will be mutually agreed upon between the vendor and corporation based on demonstrated increases or decreases in contractors cost.
  
- e. Contractor shall provide Representatives with hands free mobile voice capability while in transit; allowing for open communication to answer questions or inquires if needed.

## **E. REAL-TIME TRACKING & ORDERING**

Contactor shall ensure Representatives are connected through most advanced industry technology at no additional cost to Corporation. Technology shall include but not limited to:

- a. **Courier specific tracking software system**
  - Internet tracking and tracing reports
  - Live view of route stops
  - GPS system for route mapping and courier pinpointing
  - Order entry and on-line management reports
- b. **Handheld device utilization**
  - Barcode scanning
  - Time stamping of pickup and deliveries
  - Parcel Counts
  - e-signature
  - Picture of empty bins

Contractor Representative shall be monitored daily by the dedicated dispatch team. Representative shall be required to properly fill out a route paper manifest to capture pickup time; number of specimen bags, mail, supplies picked up and delivered. In addition to paper manifests, Representatives shall use a hand-held barcode scanner to scan a barcode at every location they pickup from. Electronic date and time stamps monitored by dispatch team in real-time.

#### **F. REPRESENTATIVE ASSIGNMENTS**

Contractor shall provide dedicated Representative for each route. Contractor shall provide the same Representatives assigned to Corporation to ensure familiarity with Corporation policies/personnel and frequent delivery sites. The Contractor shall provide sufficient Representatives during the entire term of the Agreement to meet the staffing requirement in the Bid. In instances, where the Contractor cannot provide particular Representatives to fulfill the requirements of the Corporation, substitute Representatives of equal or greater experience, training and qualification can be utilized to ensure that the Services are provided to the Corporation continuously and remain uninterrupted for the term of the Agreement. Any of the substitute Representatives to provide the Services to the Corporation under the Agreement shall be subject to the approval of the Corporation. In addition, the Contractor shall submit Representatives data (e.g. resume) of each Contractor Representative, including substitutes and replacement, to be assigned to perform the Services.

#### **G. REPORTING**

Reporting capabilities shall be on a level that allows Corporation to closely monitor expenditures and the quality of services.

- a. Customized Reports. Contractor shall create customized reports which can be scheduled and automated.
- b. SQL Database. Contractor shall provide information to Corporation in a flat file format for mutually agreed data in the Vendors database. In such event, these files will be dropped daily to an SFTP location specified by Corporation. Corporation shall incur a cost if any changes are made to the interface after Go-Live. Contractor will provide definitions for each column in the flat file provided.

#### **H. MEETINGS, BEST PRACTICES, ROUTE OPTIMIZATION**

1. Meetings. Contractor shall attend quarterly operational meetings to review service levels.
  - a. Staffing
  - b. Service Quality & Performance
  - c. Productivity Measures
  - d. Performance measurement and adjustments to meet established benchmarks and goals
2. Standardized Schedule/Route Optimization
  - a. Attachment A. Contractor shall create efficiencies (dedicated routes, etc.) for courier services for different locations, on different days of week, with different frequencies.

#### **I. KEY PERFORMANCE INDICATORS (KPI's)**

1. Contractor report to Corporation shall include but not limited to:
  - a. Average time from requested-to-assigned courier
  - b. Average time from assigned courier-to-arrival time to location
  - c. Average active transport time
  - d. Average time for total transport
  - e. Total # of active transport delays
  - f. Average daily total task completed per employee
  - g. On Demand Job Volume
  - h. On Demand Job TAT
  - i. STAT Job Volume
  - j. STAT Job TAT
  - k. Piece Volume by Location
2. Delivery Time Requirement from pickup
  - a. STAT Requests
    - i. All areas service – 45 minutes
  - b. Scheduled & Unscheduled services.

- i. Clinical Lab/Pathology Service – 60 minutes
  - ii. Blood Bank Service – 60 minutes
  - iii. Central Supply/Distribution Service– 2 hours
  - iv. Pharmacy Service – 60 minutes
  - v. Patient Equipment Service – 24 hours
  - vi. Mailroom Service -24 hours
  - vii. Medical Records – 24 hours
  - viii. Treasury Service – 60 minutes
  - ix. Print Shop Service – 24 hours
- 3. Dispute/Issue Resolution. Contractor shall respond to issue within 30 minutes. The issue may not be resolved in 30 minutes, however response to call within 30 minutes.

## **J. SUPPORTING ATTACHMENTS**

Please be advised of the following attachments included in this IFB.

- a. Attachment A: This document includes all information regarding the courier services. Bidders shall input their pricing into Section A (Last 2 Columns) and submit with their Bid Forms.

## **Attachment A – Bid Pricing (route/schedule) - lump sum – Site 1, 2 and 3a, b & c)**

### **Site 1 - Westchester Medical Center Route Schedule**

Location Pickup Name	Pickup Address	Location Delivery Name	Delivery Address	Times/Days of Week (Routine Routes)	Pricing (Scheduled/ Unscheduled Services)	Pricing (STAT Turnaround 45 min)



Westchester Medical Center - Lab	100 Woods Road Valhalla, NY 10595	Bradhurst – Lab	19 Bradhurst Avenue Hawthorne NY 10532	Monday – Friday 8:30am-5:00pm (runs every half hour)		
Westchester Medical Center - Lab	100 Woods Road Valhalla, NY 10595	Bradhurst – Lab	19 Bradhurst Avenue Hawthorne NY 10532	Monday – Friday 9:00am-6:00pm (runs every half hour)		
Ardsley ENT	1055 Saw Mill River Rd Ardsley, NY	Westchester Medical Center - Lab	100 Woods Road Valhalla, NY 10595	Monday – Friday (After 5pm) – one run per day		
Fishkill ENT	200 Westgate Business Ctr Drive Fishkill, NY	Westchester Medical Center - Lab	100 Woods Road Valhalla, NY 10595	Wednesday & Thursday (After 5pm) one run per day		
Pomona ENT	11 Medical Park Dr Pomona NY	Westchester Medical Center- Lab	100 Woods Road Valhalla, NY 10595	Monday – Friday (After 5pm) – one run per day		
Rye Brook ENT	14 Rye Ridge Plaza Suite 247 Rye Brook, NY	Westchester Medical Center- Lab	100 Woods Road Valhalla, NY 10595	Monday – Friday (After 5pm) – one run per day		
Middletown ENT	24 Edgewater Drive Middletown NY	Westchester Medical Center- Lab	100 Woods Road Valhalla, NY 10595	Wednesday (After 5pm) – one run		
<b>LUMP SUM</b>					\$	\$

**Total Lump Sum - Site 1 - Westchester Medical Center Route Schedule \$ \_\_\_\_\_**

**Site 2 - Mid-Hudson Regional Hospital Route Schedule**

Location Pickup Name	Pickup Address	Location Delivery Name	Delivery Address	Times/Days of Week	Pricing (Scheduled/ Unscheduled Services)	Pricing (STAT Turnaround 45 min)

Westchester Medical Center - Lab	100 Woods Road Valhalla, NY 10595	Mid-Hudson Regional Hospital - Lab	241 North Road Poughkeepsie, NY	Monday-Friday (Slides) 9:00am – one run per day		
Mid-Hudson Regional Hospital- Lab	241 North Road Poughkeepsie, NY	Westchester Medical Center - Lab	100 Woods Road Valhalla, NY 10595	Monday – Sunday 6:30am – one run per day		
Marist College	60 W Cedar St Poughkeepsie, NY	Westchester Medical Center - Lab	100 Woods Road Valhalla, NY 10595	Monday – Friday 5:30pm - one run per day		
Mid-Hudson Regional Hospital - Lab	241 North Road Poughkeepsie, NY	Westchester Medical Center - Lab	100 Woods Road Valhalla, NY 10595	Monday – Sunday 8:30am – one run per day		
Mid-Hudson Regional Hospital- Lab	241 North Road Poughkeepsie, NY	Westchester Medical Center - Lab	100 Woods Road Valhalla, NY 10595	Monday – Sunday 9am - Round Trip run each day		
Mid-Hudson Regional Hospital - Lab	241 North Road Poughkeepsie, NY	Westchester Medical Center - Lab	100 Woods Road Valhalla, NY 10595	Monday – Sunday 12pm Round Trip run each day		
Mid-Hudson Regional Hospital - Lab	241 North Road Poughkeepsie, NY	Westchester Medical Center - Lab	100 Woods Road Valhalla, NY 10595	Monday – Sunday 3pm Round Trip run each day		
<b>LUMP SUM</b>					\$	\$

**Total Lump Sum – Site 2 Mid-Hudson Regional Hospital Route Schedule: \$ \_\_\_\_\_**

**Site 3a, b & c - Health Alliance Hospital Route Schedule**

Location Pickup Name	Pickup Address	Location Delivery Name	Delivery Address	Times/Days of Week	Pricing (Scheduled/ Unscheduled Services)	Pricing (STAT Turnaround 45 min)
Health Alliance	396	Westchester	100 Woods	Saturday 2pm		

Broadway Campus - Lab	Broadway Kingston, NY	Medical Center- Lab	Road Valhalla, NY 10595	– one run per day		
Health Alliance Broadway Campus - Lab	396 Broadway Kingston, NY	Westchester Medical Center - Lab	100 Woods Road Valhalla, NY 10595	Monday – Friday (lab) 11am, 12:30pm, 2:30pm & 3:30pm – 4 runs daily		
Advanced Physician Services	40 Hurley Avenue Kingston, NY	Westchester Medical Center – Finance	100 Woods Road Valhalla, NY 10595	Friday (10am) – one run per day		
Westchester Medical Center - Lab	100 Woods Road Valhalla, NY 10595	Health Alliance Broadway Campus - Lab	396 Broadway Kingston, NY	Monday – Friday 8am up – 4pm down - Round Trip two runs per day		
WMC Physicians	1561 Ulster Ave Lake Katrine, NY	Westchester Medical Center - Finance	100 Woods Road Valhalla, NY 10595	Friday Only (Before 10pm) – one run per day		
Heath Alliance Hospital	111 Mary's Ave Kingston, NY	Westchester Medical Center - Finance	100 Woods Road Valhalla, NY 10595	Friday Only (Before 10pm) – one run per day		
Broadway Medical Pavilion	373 Broadway Kingston, NY	Westchester Medical Center - Finance	100 Woods Road Valhalla, NY 10595	Friday Only (Before 10pm) – one run per day		
Advanced Physician Services	117 Mary's Ave Kingston, NY	Westchester Medical Center - Finance	100 Woods Road Valhalla, NY 10595	Friday Only (Before 10pm) – one run per day		
Advanced Physician Services	27 Grand St Kingston, NY	Westchester Medical Center - Finance	100 Woods Road Valhalla, NY 10595	Friday Only (Before 10pm) – one run per day		
Mid-Hudson Regional Hospital - Lab	241 North Road Poughkeepsie	Health Alliance Lab	241 North Road Kingston,	Monday – Sunday *Ad-Hoc/Stat runs	**Leave Blank for route only**	

	e, NY		NY	upon request		
Margaretville All stops	Start at 396 Broadway then 105 Mary's Avenue	Then 741 Grant St., Lake Katrine and Margaretville Hospital		Monday, Wed & Fri 7:30am –  one run per day		
Margaretville Memorial	42084 New York 28 Margaretville, NY 12455	Health Alliance Broadway Campus	396 Broadway Kingston, NY	Monday – Friday 10am & 6pm = 2 runs per day		
Margaretville Memorial	42084 New York 28 Margaretville, NY 12455	Health Alliance Broadway Campus	396 Broadway Kingston, NY	Saturday & Sunday - 10am & 6pm (2 runs per day)		
Health Alliance Broadway Campus – Lab	396 Broadway Kingston, NY	Westchester Medical Center – Lab	100 Woods Road	Monday – Friday 2pm – one run per day		
Health Alliance Broadway Campus – Lab  ***Will convert to Mary's Ave Campus in September	396 Broadway Kingston, NY	Mid-Hudson Regional Hospital - Lab	241 North Road Poughkeepsie, NY	Monday – Friday (5 Runs per day)  5am, 9am, 1pm, 5pm & 10pm		
Health Alliance Broadway Campus – Lab  ***Will convert to Mary's Ave Campus in September	396 Broadway Kingston, NY	Mid-Hudson Regional Hospital - Lab	241 North Road Poughkeepsie, NY	Saturday & Sunday (5 Runs per day)  5am, 9am, 1pm, 5pm & 10pm		
<b>LUMP SUM</b>					\$	\$

**Total Lump Sum - Site 3a, b & c - Health Alliance Hospital Route Schedule \$ \_\_\_\_\_**

## **B. SECTION IV**

### **BID FORMS**

**FOR INVITATION FOR BID WHN-03512**

## COMPREHENSIVE COURIER SERVICES

### A. BIDDER'S QUESTIONNAIRE AND INFORMATION

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

1. COMPANY NAME:

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2. COMPANY ADDRESS:

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3. COMPANY CONTACT:

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4. PHONE NUMBER & FACSIMILE NUMBER:

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5. ~~FEDERAL ID OR SOCIAL SECURITY NUMBER:~~

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

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

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

<p>(1)</p> <p>Name: _____</p> <p>Business Contact: _____</p> <p>Address: _____</p> <p>Telephone Number: _____</p> <p>Years of Service: _____</p> <p>Brief Description: _____</p>
<p>(2)</p> <p>Name: _____</p> <p>Business Contact: _____</p> <p>Address: _____</p> <p>Telephone Number: _____</p> <p>Years of Service: _____</p> <p>Brief Description: _____</p>
<p>(3)</p> <p>Name: _____</p> <p>Business Contact: _____</p> <p>Address: _____</p> <p>Telephone Number: _____</p> <p>Years of Service: _____</p> <p>Brief Description: _____</p>
<p>(4)</p> <p>Name: _____</p> <p>Business Contact: _____</p> <p>Address: _____</p> <p>Telephone Number: _____</p> <p>Years of Service: _____</p> <p>Brief Description: _____</p>
<p>List all <u>lost accounts</u> in which service, for whatever reason, were ended within the last two years and provide the names, contact persons, addresses, telephone numbers, years of service and brief description of services and reason for termination.</p> <p>(1)</p> <p>Name: _____</p> <p>Business Contact: _____</p> <p>Address: _____</p> <p>Telephone Number: _____</p> <p>Years of Service: _____</p> <p>Brief Description: _____</p> <p>Reason for Termination: _____</p>

<p>(2)</p> <p>Name: _____</p> <p>Business Contact: _____</p> <p>Address: _____</p> <p>Telephone Number: _____</p> <p>Years of Service: _____</p> <p>Brief Description: _____</p> <p>Reason for Termination: _____</p>
<p>(3)</p> <p>Name: _____</p> <p>Business Contact: _____</p> <p>Address: _____</p> <p>Telephone Number: _____</p> <p>Years of Service: _____</p> <p>Brief Description: _____</p> <p>Reason for Termination: _____</p>
<p>(4)</p> <p>Name: _____</p> <p>Business Contact: _____</p> <p>Address: _____</p> <p>Telephone Number: _____</p> <p>Years of Service: _____</p> <p>Brief Description: _____</p> <p>Reason for Termination: _____</p>
<p>(5)</p> <p>Name: _____</p> <p>Business Contact: _____</p> <p>Address: _____</p> <p>Telephone Number: _____</p> <p>Years of Service: _____</p> <p>Brief Description: _____</p> <p>Reason for Termination: _____</p>
<p>(6)</p> <p>Name: _____</p> <p>Business Contact: _____</p> <p>Address: _____</p> <p>Telephone Number: _____</p> <p>Years of Service: _____</p> <p>Brief Description: _____</p> <p>Reason for Termination: _____</p>

(7) Name: _____ Business Contact: _____ Address: _____ Telephone Number: _____ Years of Service: _____ Brief Description: _____ Reason for Termination: _____
(8) Name: _____ Business Contact: _____ Address: _____ Telephone Number: _____ Years of Service: _____ Brief Description: _____ Reason for Termination: _____

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

#### OWNERSHIP, MANAGEMENT, AFFILIATION

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

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

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

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



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

Federal Id No.	Company Name	Address

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

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

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

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

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

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

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

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**FINANCIAL INFORMATION**

17. Attach a copy of the firm's most recent annual financial statement and accompanying notes or complete the attached Financial Questionnaire.
18. For the purpose of this Bid, is any other person, or entity guaranteeing the performance of, or otherwise providing financial assistance to your company? If so, state the form of assistance and list the name/firm and federal tax identification of each person or entity.

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

## OTHER INFORMATION

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

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

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

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

**ASSETS**

**Current Assets**

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

8. Prepaid Expenses

Income Taxes \_\_\_\_\_

Insurance \_\_\_\_\_

Other (list) \_\_\_\_\_

Total prepaid expenses \_\_\_\_\_

9. Other current Assets

(list) \_\_\_\_\_

Total other current assets \_\_\_\_\_

10. 10.Total Current Assets

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

11. Investments

Listed securities-present market value \_\_\_\_\_

Unlisted securities-present value \_\_\_\_\_

Total investments \_\_\_\_\_

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

12. Fixed Assets

Land \_\_\_\_\_

Building and improvements \_\_\_\_\_

Leasehold Improvements \_\_\_\_\_

Machinery and equipment \_\_\_\_\_

Automotive equipment \_\_\_\_\_

Office furniture and fixtures \_\_\_\_\_

Other (list) \_\_\_\_\_

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

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

Total fixed assets – net \_\_\_\_\_

13. Other Assets

Loans receivable - officers \_\_\_\_\_

- employees \_\_\_\_\_

- shareholder \_\_\_\_\_

Cash surrender value of officers' life insurance \_\_\_\_\_

Organization expense - net of amortization \_\_\_\_\_

Notes receivable - due after one year \_\_\_\_\_

Other (list) \_\_\_\_\_

\_\_\_\_\_

Total Other Assets \_\_\_\_\_

14. TOTAL ASSETS \_\_\_\_\_

LIABILITIES

Current Liabilities

15. Accounts payable \$ \_\_\_\_\_

16. Loans from shareholders - due within one year \_\_\_\_\_

17. Notes payable - due within one year \_\_\_\_\_

18. Mortgage payable - due within one year \_\_\_\_\_

19. Other payables - due within one year \_\_\_\_\_

(list) \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_

Total other payables - due within one year		_____	
20. Billings in excess of costs and estimated earning	_____		
21. Accrued expenses payable - salaries and wages	_____		
- payroll taxes	_____		
- employees' benefits	_____		
- insurance	_____		
- other	_____		
Total accrued expenses payable		_____	
22. Dividends payable		_____	
23. Income taxes payable		_____	
- state	_____		
- federal	_____		
- other	_____		
Total income taxes payable		_____	
24. Total Current Liabilities			\$ _____
25. Deferred Income Taxes Payable			
- state	_____		
- federal	_____		
- other	_____		
Total deferred income taxes			_____
26. Long Term Liabilities			
Loans from shareholders - due after one year	_____		
Notes payable - due after one year	_____		
Mortgage - due after one year	_____		
Other payables - due after one year	_____		
(list) _____	_____		
_____	_____		
Total long term liabilities			_____
27. Other Liabilities			

(list) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Total other liabilities

\_\_\_\_\_

28. TOTAL LIABILITIES

\_\_\_\_\_





**NET WORTH**

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

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

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

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

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

Signature

---

Print Name & Title



#### **D. BIDDERS DECLARATIONS AND NON-COLLUSIVE CERTIFICATE**

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

- A. All information identified in this bid is true, accurate and complete; and
- B. The prices in this bid have been arrived at independently, without collusion, consultation, communication or agreement for the purpose of restricting competition, as too any matter relating to such prices with any other Bidder or with any competitor, and
- C. Unless otherwise required by law, the prices that have been quoted in this bid have not been knowingly disclosed by the Bidder prior to the opening, directly or indirectly, to any other competitor, and
- D. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- E. Bidder has informed itself fully of the conditions relating to the Services to be performed and acknowledges that the failure to do so will not relieve a successful bidder of the obligation to furnish all material and labor necessary to carry out the provisions of the contract documents and to complete the contemplated Services for the consideration set forth in his bid.
- F. The undersigned bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Corporation in the form referenced in the bidding documents and to perform all Services as specified or indicated in the bidding documents for the prices and within the times indicated in this bid and in accordance with the other terms and conditions of the bidding documents.
- G. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Services.
- H. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Services.

- I. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Contract Documents.
- J. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Services or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- K. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Services at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- L. Bidder is aware of the general nature of Services to be performed by Corporation and others at the Site that relates to the Services as indicated in the Bidding Documents.
- M. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the bidding documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- N. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Services for which this Bid is submitted.
- O. Bidder has examined and carefully studied the Bidding Documents; the other related data identified in the Bidding Documents, and the following Addenda, receipt of all of which is hereby acknowledged.

Addendum No.

Addendum Date

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

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

_____	_____
_____	_____
_____	_____

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

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

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

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

**E. Disclosure of Prior Non-Responsibility Determinations**

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

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

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

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

\_\_\_\_\_

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

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

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

Yes\_\_

No\_\_

If yes, please answer the following questions:

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

\_\_\_\_\_

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

Yes\_\_

No\_\_

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

Yes\_\_

No\_\_

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

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

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

Basis of Finding of Non-Responsibility:

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

(Add additional pages as necessary)

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

**F. State Finance Law Affirmation**

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

**The Bidder hereby affirms that:**

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

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

Signature

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

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

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

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

\_\_\_\_\_



## G. Diversity Practices Questionnaire

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **Does your company plan to enter into partnering or subcontracting agreements with New York State certified minority- and women-owned business enterprises if selected as the successful respondent?**

Yes or No If Yes, complete an Utilization Plan (Form Available Upon Request)

Signature of Owner/Official

Printed Name of Signatory

Title

Name of Business

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

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

Address

City, State, Zip

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**Westchester**  
MEDICAL CENTER

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

**Solicitation:** WHN -  
03512

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

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

### QUESTIONS:

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

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

1. Are you a minority owned business: Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, what is your minority group? **Answer:** \_\_\_\_\_

If yes, what percentage of ownership or voting authority of your business is held by members of a minority? \_\_\_\_\_%

2. Are you a women owned business: Yes \_\_\_\_\_ No \_\_\_\_\_

If yes what percentage of ownership or voting authority of your business is held by women? \_\_\_\_\_%

3. Please provide the name and percentage of ownership held by each minority and/or women owner. **Name of Owner and Percentage Ownership:** \_\_\_\_\_

Please add additional sheets if necessary. **Name of Owner and Percentage Ownership:** \_\_\_\_\_

4. Is your business certified as an M/WBE by the  
New York State Division of Minority and  
Women-Owned Business Development: Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

\_\_\_\_\_

(Print Name)