



REQUEST FOR PROPOSALS

ENDOSCOPY DOCUMENTATION & IMAGING SYSTEM

RFP #: CMC-13293

RFP Issue Date: July 3, 2017

Proposal Due Date: August 1, 2017

**WESTCHESTER MEDICAL CENTER
PURCHASING DEPARTMENT**

**WESTCHESTER MEDICAL CENTER
Executive Offices at Taylor Pavilion
Office of Legal Affairs
100 Woods Road
Valhalla, New York 10595**

Table of Contents

1.	Introduction and Background	3
1.1	Purpose of the Request for Proposals.....	3
1.2	Background	3
1.3	Designated Contact	3
1.4	Key Events/Timeline.....	4
2.	RFP Instructions	5
2.1	Letter of Intent	5
2.2	RFP Questions and Clarifications.....	5
2.3	Addenda to RFP	5
2.4	Cost of Proposals.....	5
2.5	Proposal Format and Content	5
2.6	Submission of Proposal	6
3.	Administrative Information	6
3.1	Method of Award	6
3.2	Reservation of Rights	6
3.3	Confidentiality of Proposals	7
3.4	Non-Discrimination Policy	7
4.	Evaluation Factors for Awards.....	7
4.1	Proposal Evaluation - Overview	7
4.2	Notification of Award	9
5.	Pricing Program.....	9
5.1	Introduction	9
5.2	Pricing Formulary	9
6.	Contract Overview	10
6.1	Contract Provisions	10
6.2	Term of Contract	10
6.3	Firm Pricing.....	10
6.4	Prior Approval of New Products and Technology	10
6.5	Acceptance of Terms and Conditions.....	10
6.6	Disposition of Proposals	10

Attachments

- Attachment A – Service Planning Survey
- Attachment B – Standard Terms and Conditions
- Attachment C -- Vendor Debarment/Exclusion Questionnaire
- Attachment D -- Disclosure of Prior Non-Responsibility Determinations
- Attachment E – State Finance Law Affirmation
- Attachment F – M/WBE and EEO Compliance Documentation Forms

1. Introduction and Background

1.1 Purpose of the Request for Proposals

Westchester Medical Center (“WMC”) is issuing this Request for Proposals (“RFP”) to invite interested vendors to submit proposals to supply **Endoscopy documentation and imaging system** (the “Products”) and the maintenance and training services related thereto (the “Services”). Westchester Medical Center currently subscribes to Olympus Endoworks, which will no longer be supported, and is searching for a suitable replacement. Westchester Medical Center’s four room suite is comprised primarily of Olympus Endoscopy equipment (e.g., light sources, insufflators, video, endoscopes) that supports highly complex GI and pulmonary procedures.

1.2 Background

Westchester County Health Care Corporation (the “Corporation”) is 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 the Corporation and the programs, services and operations of WMC are now operated by the Corporation. As a public hospital, WMC’s primary mission is to provide high-quality advanced health services to the residents of the Hudson Valley and the surrounding area, regardless of their ability to pay.

WMC is regional tertiary level academic medical center, composed of University Hospital, Maria Fareri Children’s Hospital at WMC, the Behavioral Health Center and MidHudson Regional Hospital of Westchester Medical Center. WMC is licensed for 643 beds, including 424 beds in University Hospital; 118 beds in the Maria Fareri Children’s Hospital at WMC; and 101 beds in the Behavioral Health Center that provides inpatient and outpatient psychiatric services and also hosts a Mobile Crisis Intervention Service and has its own emergency room and observation unit that provides 24-hour emergency crisis service.

WMC is the primary teaching affiliate of New York Medical College (“NYMC”). Both facilities are located on the Valhalla Campus in Valhalla, New York. WMC is the only tertiary and quaternary care facility in the Hudson Valley offering such specialty services as kidney transplant, heart transplant, liver transplant, and regional neonatal and pediatric intensive care units, level 1 trauma, and burn services. Situated on approximately 100 acres, WMC is home to one of the most highly regarded cardiology and cardiac surgery programs on the East Coast. WMC also sponsors a hospital-based medevac helicopter service responding in minutes to accident scenes and carrying critical inter-hospital patient transfers throughout the region.

1.3 Designated Contact

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

The Designated Contact(s) for this RFP are:

Barbara Teich
Vice President Nursing, Perioperative Services
100 Woods Road
Valhalla, New York 10595
Barbara.Teich@wmchealth.org

A. Exceptions: Permissible Contacts.

In certain limited circumstances, it is permissible for vendors to communicate with WMC representatives other than the Designated Contacts about the RFP. These Permissible Contacts include:

- Submission of written proposals;
- Written complaints by a prospective vendor to WMC's General Counsel regarding the failure of WMC to timely respond to authorized contacts by vendors;
- Participation in RFP conferences or interviews;
- Negotiations following the tentative award of a contract;
- Requests to review the award of a contract; and
- Legal or administrative proceedings regarding the award of a contract.

B. Record of Contacts.

As required by § 139-k of the State Finance Law, WMC will record information about contacts with vendors during the Restricted Period. Information recorded by WMC will include but not be limited to the name, address, telephone number, place of principal employment, and occupation of the person or entity making the contact. All recorded information concerning contacts made during the Restricted Period will become part of the procurement record for this RFP.

C. Responsibility of Proposer.

WMC will review whether vendors' contacts with WMC were made in accordance with the terms of this Section 1.3 or otherwise qualify as a Permissible Contact under the State Finance Law. A finding that a vendor has knowingly and willfully violated the terms of State Finance Law §§ 139-j and 139-k may result in a determination that such vendor is not a "responsible" proposer. Such a determination will be considered by WMC in its assessment of whether a vendor is qualified to supply the Products described in this RFP.

D. Disclosure of Non-Responsibility.

All proposers must disclose to WMC, on the Disclosure of Prior Non-Responsibility Determinations Form attached hereto as **Attachment D**, any finding of non-responsibility made by a governmental entity within the previous four (4) years based on either impermissible contacts under § 139-j of the State Finance Law or the intentional provision of false or incomplete information to a governmental entity. Failure of any proposer to timely disclose a finding of non-responsibility or the submission of any intentionally false or incomplete information may result in the rejection of a proposal, the cancellation of a contract award, or if such contract has been executed, the immediate termination of the contract.

E. Written Affirmation.

Each proposer must submit a written affirmation, in the form attached hereto as **Attachment E**, as to the proposer's understanding and agreement to comply with WMC's procedures relating to Permissible Contacts. The affirmation must be completed and signed by a corporate officer or Principal of the proposer. Proposals that do not contain a signed original affirmation will be rejected.

1.4 Key Events/Timeline

Event	Date
RFP Release	7/3/17
Letter of Intent	7/10/17
Questions and Requests for Clarification Due	7/17/17
Questions and Answers Distributed	7/24/17
Proposal Due Date	8/1/17
Anticipated Notice of Tentative Award	8/14/17
Anticipated Contract Start Date	9/15/17

2. RFP Instructions

2.1 Letter of Intent

Vendors interested in responding to the RFP are encouraged to submit a Letter of Intent to Propose to the Designated Contact(s) by **7/10/17**. Letters of Intent to Propose shall be non-binding.

2.2 RFP Questions and Clarifications

All questions or requests for clarification concerning the RFP shall be submitted in writing or via e-mail to the Designated Contact(s) by **7/17/17**. 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 proposers.

2.3 Addenda to RFP

In the event it becomes necessary to revise any part of this RFP or extend any deadline listed herein, WMC will issue an addendum to the RFP and distribute it to all known prospective proposers.

2.4 Cost of Proposals

Proposers shall not be reimbursed for any costs or expenses incurred in the preparation or submission of proposals or the attendance of RFP conference or interview. All costs associated with a proposer's response to this RFP shall be borne by the proposer.

2.5 Proposal Format and Content

Proposals should provide a straightforward complete and concise description of the vendor's capabilities to satisfy the requirements of the RFP. Proposals must state the assumptions made when preparing the proposal. Proposals must include but need not be limited to:

A. Title Page and Table of Contents.

- A title page that identifies the RFP for which the proposal is being submitted, states the proposer's name, and lists the name, address and telephone number of the proposer's contact person(s).
- A table of contents that identifies each numbered section of the proposal according to the proposal format set forth herein.

B. Transmittal Letter.

- A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by the individual or individuals authorized to bind the firm contractually. An unsigned proposal may be rejected. The letter shall include the following:
 - Transmittal letter must indicate the signer is so authorized to sign the proposal and the contract, and must include the title or position the signer holds in the proposer's firm.
 - If the signer is not the contact person identified on the title page, also include the address and telephone number of the authorized signatory.
 - A statement as to the willingness of the proposer's firm to enter into a contractual agreement containing, at a minimum, the terms and conditions set forth in **Attachment B** of this RFP. In accordance with Section 6 of this RFP, any exceptions to these terms and conditions must be explicitly stated in a separate section of the proposal.

C. Proposer's Background and Experience.

- Provide a background description of the proposer's firm, including but not limited to the date the company was organized and, if proposer is a corporation, when and where it is incorporated.
- A history of the vendor's experience supplying the Products sought by this RFP.
- Provide the most recent 6-month purchase history for WMC, if applicable.

D. Price Proposal.

- Proposer must submit their price proposal using the worksheets attached hereto as Exhibit A.
- All worksheets are considered mandatory parts of the application and must be complete for the price proposal to be considered for this procurement.
- Do not leave any enter in the worksheet blank or empty. Where appropriate, enter a zero (0) or "N/A".

E. Attached Forms.

- All proposals must include completed copies of the forms annexed hereto as **Attachments A, C, D, E, and F.**

2.6 Submission of Proposal

Proposers must email copies of their proposal no later than 4:00 PM Eastern Standard Time on **8/1/17** to the Designated Contact identified in Section 1.3. Proposals received after this time and date will not be considered. WMC is not responsible for any internal or external delivery delays that may cause a proposal to arrive at the prescribed address after the deadline.

Proposals must be submitted to: Barbara.Teich@wmchealth.org

3. Administrative Information

3.1 Method of Award

The award will be made on the basis of best value (the proposal which optimizes, quality, cost, and efficiency) to the most responsive and responsible proposer as determined in the evaluation process. The contract will not be awarded solely on the basis of lowest cost. Instead, the award will be made to the respondent(s) whose proposal receives the highest overall evaluation score based on the criteria state herein. WMC may contract with one or more proposers as a result of this RFP.

All proposals received in accordance with Section 2.6 will be reviewed and evaluated. Incomplete proposals and proposals that do not meet the minimum requirements will be rejected.

Proposers may be requested by WMC to clarify contents of their proposals. Other than to provide such information as may be requested by WMC, including but not limited to best and final offers, no proposer will be allowed to alter its proposal or add new information after the final submission date and time.

3.2 Reservation of Rights

WMC reserves the right to:

- Reject any or all proposals received in response to the RFP;
- Withdraw the RFP at any time, at the agency's sole discretion;
- Make an award under the RFP in whole or in part;
- Pursue supply of any or all of the Products described herein from alternate sources;
- Disqualify a proposer whose conduct and/or proposal fails to conform to the requirements of the RFP;
- Seek clarifications and revisions of proposals;
- Require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposer's proposal and/or to determine a proposer's compliance with the RFP requirements;
- Prior to the opening of proposals, amend the RFP specifications to correct errors or oversights, or to supply additional information about the products sought as such information becomes available;

- Prior to the opening of proposals, direct proposers to submit proposal modifications addressing subsequent amendments or addenda to the RFP;
- Change any date set forth in this RFP;
- Waive any informalities or any non-material requirements of the RFP;
- Negotiate with the successful proposer within the scope of the RFP in the best interests of WMC;
- Require proposers to submit best and final offers (“BAFOs”);
- Award contracts to more than one successful proposer;
- Negotiate with selected proposers prior to contract award;
- Make any payment contingent upon the submission of specific deliverables; and
- Require that all offers be held open for a period of 120 days unless otherwise expressly provided for in writing.

3.3 Confidentiality of Proposals

Confidential, trade secret, or proprietary materials must be clearly marked and identified as such upon submission by the proposer. Proposers must provide specific justification as to why disclosure of particular information in the proposal would cause substantial injury to the competitive position of the proposer.

Properly identified information that has been designated confidential, trade secret, or proprietary by the proposer 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 WMC determines that the law requires that confidential information be disclosed, WMC will notify the proposer so that it may take whatever steps it deems appropriate.

3.4 Non-Discrimination and MWBE Policy

It is the policy of WMC to comply with all federal, state, and local laws, policies, orders, rules and regulations that prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability, or marital status and to encourage the meaningful and significant participation at all levels (proposer, Subcontractor, Suppliers and others) for business enterprises owned by persons or color and women – Minority Business Enterprise (MBE) and Women Business Enterprise (WBE).

The proposer is encouraged to use its reasonable efforts to encourage, promote, and increase participation of business enterprises owned and controlled by persons of color or women (MBE/WBE) in the products sought by this RFP and to develop a policy to efficiently and effectively monitor such participation.

4. Evaluation Factors for Awards

4.1 Proposal Evaluation - Overview

WMC’s mission is to provide the highest quality of care to its patients. To this end, WMC seeks vendors who will provide quality products and services at competitive prices in a manner that exhibits the highest level of ethics and professionalism. Accordingly, in addition to evaluating a proposer’s pricing described in Section 5, WMC will also evaluate proposals based on: proposer’s financial and operational stability, experience supplying the Products, the reliability, efficiency, and safety of the vendor’s Products, and compatibility of the vendor’s Products with other elements of patient care. WMC will also take into consideration existing market share and market referrals.

Proposers will also be evaluated based on their responses to the following:

1. Complete the WMC Service Planning Survey addendum in its entirety (**Attachment A**)
2. Must respond on whether the following functional requirements are met:
 - a. Must be Meaningful Use Certified
 - b. Image workstations- still and video enabled, stored
 - c. Automatic capture of patient monitoring

- d. Documentation stations
- e. Customizable templates for procedure notes including findings, interventions, and impressions
- f. Automatically generates billing codes ICD10
- g. Free text query report generation and searchable fields
- h. QI/PI for example but not limited to:
 - i. Tracking of procedure times inc. time to reach cecum and colonoscope withdrawal time
 - ii. Fellow procedure number tracking
 - iii. Ancillary documents (see GiQuiC below)
- i. Perioperative Documentation (nursing and anesthesia)
- j. Pathology Interface- specimen labels, requisitions
- k. Practice Management Software for example but not limited to:
 - i. Scheduling appointments
 - ii. Endoscope usage log
 - iii. Endoscope repair log
 - iv. Endoscopy maintenance log
 - v. Inventory reports
 - vi. Patient education/handouts
- l. Remote internet access
- m. GIQuiC certified
- n. AGA registered
- o. GIQuiC Metrics
 - H&P
 - Informed Consent
 - Adequacy of bowel prep
 - Written d/c instructions
 - ASA category documentation
 - Indication documentation
 - Cecal intubation with photo documentation
 - Adenoma detection rate for screening
 - Withdrawal time
 - Immediate adverse events
 - EGD measures
 - Appropriate specimen acquisition in Barrett's esophagus
 - Appropriate management of new diagnoses of bleeding esophageal varices
 - Appropriate endoscopic therapy for stigmata of peptic ulcer disease bleeding
 - Appropriate anticoagulation management
 - Appropriate antibiotic prophylaxis
 - Helicobacter pylori status
 - Informed consent documentation
- p. AGA Metrics
 - Rate of precancerous polyps and cancers identified during initial colon cancer screening exams
 - Appropriate indication for exam

Documented risk of colorectal cancer

Complete colonoscopy exam

Preparation quality

Colonoscopy interval for patients with a hx of adenomatous polyps

Potentially avoidable adverse events during the “colonoscopy episode” 7 days pre and 14 days post

Use of anesthesia professional to administer sedation for colonoscopy in ASA class I-II patients undergoing screening exams

3. Describe the frequency and types of software updates over the last 2 years
4. Training of Biomedical Technicians
 - a. Describe what is included in the purchase
 - b. Describe the extent of the training
 - c. Indicate whether ongoing training is available and if it is included
 - d. Indicate whether service manuals are available
5. Indicate the levels of service/support you offer
6. Provide Appropriate References
 - a. IT contact who can describe experience with patches, issue corrections, and service
 - b. Physician and Nursing Administrators from Academic Medical Centers
7. Imaging
 - a. Where is imaging stored
 - b. Does outside imaging get stored in the system and what is the mechanism for that
 - c. PACS Functionality
8. Report or interface into Invision OnBase for the entire record
9. Are lab results imported
10. Are pathology results imported
11. What interfaces are available outbound and inbound to Epic and Cerner
12. Hardware Requirements
13. Number of concurrent users supported in the system
14. Interfacing capabilities from local ultrasound
15. General reporting – Are reports specific only to uppers and colons or is the entire spectrum captured, including pulmonary?
16. Pediatric VS Adult Quality Improvement
17. Implant log
18. Pre/Post/Intra documentation customizability
19. Charging capabilities
20. Westchester Medical Center may request an on-site demo as part of the evaluation process

4.2 Notification of Award

Successful proposer(s) will be advised by WMC through a letter of tentative award.

5. Pricing Program

5.1 Introduction

5.2 Pricing Formulary

The proposer is expected to provide pricing for a fully implemented system, including but not limited to: licenses, maintenance/support, and capital.

6. Contract Overview

6.1 Contract Provisions

The contract will incorporate provisions of this RFP and portions of the successful proposal to which WMC agrees. The final contract will also include the WMC Standard Terms and Conditions set forth in **Attachment B** and any applicable riders or other information deemed appropriate by WMC. The properly executed contract shall supersede all proposals, whether written or oral, and any and all negotiations, conversations, and discussions prior to execution of the contract.

Final contracts executed pursuant to this RFP shall be subject to WMC purchasing policies and procedures and the review and approval of WMC's Office of Legal Affairs.

6.2 Term of Contract

The proposed term of any new agreement executed pursuant to this RFP is a period of **three (3) years** commencing on or about **September 15, 2017** with the option to renew for two (2) additional one (1) year terms.

6.3 Firm Pricing

Product pricing will have an effective date of **September 15, 2017**. The pricing of Products supplied pursuant to this RFP shall be held firm for the term of the Agreement.

6.4 Prior Approval of New Products and Technology

Any new **endoscopy documentation and imaging** products or technology not included in the Pricing Formulary that is introduced after **9/15/17** must be approved in writing by WMC administration prior to the sale, consignment, or other supply of such products to WMC. Pricing must also be pre-approved. Any such products introduced without prior approval of WMC administration will not be reimbursed or will be reimbursed at the existing item or system price at WMC's discretion.

Vendor shall obtain WMC's prior written approval as to the make, model, and price of any product not included on the Price Schedule as of the Effective Date of this Agreement before selling, consigning, or otherwise supplying such product to WMC. Any product sold, consigned, or otherwise supplied to WMC without WMC's prior approval shall not be reimbursed or shall be reimbursed at the existing item or system price at WMC's discretion.

6.5 Acceptance of Terms and Conditions

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

6.6 Disposition of Proposals

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

Service Planning Survey

See attached.

WMC Standard Terms and Conditions

ARTICLE I DEFINITIONS

- 1.1. Agreement. "Agreement" shall mean the written agreement between WMC and the successful proposer, if any, awarded a contract to supply the Products sought by this RFP.
- 1.2. Products. "Products" shall mean **endoscopy documentation and imaging system** including but not limited to clamps, forceps, laryngeal, needle holders, retractors, scissors, screws and drivers, and suction, and other select items of merchandise to be supplied to WMC by Vendor.
- 1.3. Vendor Representative. "Vendor Representative" shall mean all employees, consultants, agents, subcontractors or representatives of Vendor providing services on behalf of Vendor at any WMC site.

ARTICLE II PRICING PROGRAM

- 2.1. Pricing Program. Purchase prices for Products supplied pursuant to the Agreement shall be based on a price list mutually agreed upon by WMC and Vendor and set forth in a Price Schedule attached to the Agreement. The Price Schedule shall be applied to WMC purchases at the item and system levels. The pricing set forth in Price Schedule shall be effective as of **September 15, 2017** and shall be held firm for the Term of this Agreement.
- 2.2. New Products or Technology. Vendor shall obtain WMC's prior written approval as to the make, model, and price of any Product not included on the Price Schedule as of the Effective Date of the Agreement before selling, consigning, or otherwise supplying such product to WMC. Any product sold, consigned, or otherwise supplied to WMC without WMC's prior approval shall not be reimbursed or shall be reimbursed at the existing item or system price at WMC's discretion.

ARTICLE III ORDERING, DELIVERY AND PAYMENT

- 3.1. Purchase Orders. Vendor acknowledges that all Products must be purchased pursuant to a purchase order issued by WMC for the specific Product. Purchase orders issued by WMC shall expire 180 days from the date of issue, unless WMC, at its sole option, has made alternate arrangements with the Vendor to extend same.
- 3.2. Delivery. Deliveries must be made as ordered. The specific quantity ordered must be delivered in full, unless otherwise specified by WMC. If delivery instructions do not appear on the purchase order, the purchase order shall be deemed to require prompt delivery.
- 3.3. Risk of Loss. All shipments shall be F.O.B. Destination or delivery address noted on the purchase order. Until actual receipt of the Products by WMC, the Vendor shall bear any and all risk of loss or damages relating to the Products. The Vendor shall be fully responsible for the security, safe storage, warehousing, unloading, delivery, receipt, and insurance of the Products and shall be solely liable in the event that the Products are delivered in unacceptable condition or are otherwise damaged or lost. Title and risk of loss shall not pass from Vendor to WMC until the Products have been accepted by WMC in accordance with Section 3.5.
- 3.4. Inspection. Products purchased under the Agreement are subject to WMC's right to inspect and reject non-conforming or defective goods. WMC reserves the right to reject and refuse defective Products, an unauthorized quantity of Products, and Products that are not in accordance with the specifications set forth in WMC's purchase order or with Vendor's expressed or implied representations or warranties. Rejected Products may be returned to Vendor, or held by WMC for Vendor's instructions, at Vendor's risk and expense.

- 3.5. Acceptance. Except for Products that cannot be inspected until opened for use, acceptance of the Products by WMC shall be deemed to occur upon the earliest of five (5) business days after delivery or WMC's confirmation to the Vendor of acceptance of delivery.
- 3.6. Payment Terms. WMC shall pay all properly submitted and undisputed invoices for the Products within ninety (90) days from the date WMC receives an invoice. All invoices must reference the Contract Number and are to be addressed to WMC, at WMC address provided in each purchase order, to the Attention of the Accounts Payable Department.
- 3.7. Interest and Other Charges. Any references in any Vendor quotation, invoice or agreement to interest charges, late fees, restocking fees or cancellation charges shall be excluded from and superseded by the Agreement.
- 3.8. Taxes. WMC and its facilities are exempt from local, state, and federal taxes (including local and state sales or use taxes). Upon request, WMC will furnish evidence of such tax-exemption. WMC shall not be charged or subject to, and shall not pay, any tax, tariff, duty, cost or expense imposed by any taxing authority outside the United States of America and any such tax, tariff, duty, cost, or expense shall be the sole responsibility of the Vendor.

ARTICLE IV SERVICES

- 4.1. Provision. The Vendor shall, in consideration of the charges, rates and fees described herein, provide the services as more particularly described in **the Price Schedule**, attached hereto and made a part hereof ("Services").
- 4.2. Warranty. The Services shall be performed in a manner consistent with the generally recognized standards of persons regularly engaged in providing such services. Vendor warrants to the Customer that any Services performed and any materials used by Vendor in connection with the Services shall be free from defects in workmanship and/or materials and agrees that any damage arising from any breach of this warranty shall promptly be remedied by Vendor at its sole expense.
- 4.3. Scheduling. Unless otherwise specifically set forth in **the Price Schedule**, the exact dates, times and locations for the provision of the Services will be mutually determined by the Parties and confirmed in writing.
- 4.4. Equipment, Materials, and Supplies.
 - 4.4.1. Provision of Equipment, Material and Supplies. Vendor 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 Customer.
 - 4.4.2. Use and Storage on Customer's Premises. Any tools, equipment, materials, supplies or other personal property of Vendor used, held or stored on Customer's premises shall be at the sole risk of Vendor and Customer shall not be liable for any loss thereof or damage thereto for any reason whatsoever.
 - 4.4.3. 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. Vendor represents and warrants that it will not, at any time, store any hazardous materials on, in, or near Customer's premises.
 - 4.4.4. Removal of Equipment, Material and Supplies. Upon termination of this Agreement for any reason, Vendor shall immediately remove all of its property from the Customer's premises and any property not so removed may be removed by the Customer at Vendor's expense.
 - 4.4.5. Custody of WMC's Property. In the event that Vendor shall, by virtue hereof, have custody of any WMC

property, the Vendor shall be deemed to be an insurer thereof and shall be responsible for its safe return to WMC. The Vendor shall carry any insurance, at its expense, reasonably deemed necessary to cover any damage or loss of WMC's property in the custody of Vendor.

ARTICLE V TERM AND TERMINATION

- 4.1. Term. The Agreement shall commence on the Effective Date of the Agreement and shall continue for a period of three (3) years with the option to renew for two (2) additional one (1) year terms, unless earlier terminated in accordance with this Article III.
- 4.2. Termination for Cause. Either Vendor or WMC shall have the right to immediately terminate the Agreement in its entirety in the event of a material breach of the terms of the Agreement by the other party which is not cured within thirty (30) calendar days following receipt of written notice specifying the breach.
- 4.3. Termination Without Cause. Either Vendor or WMC shall have the right to terminate the Agreement in its entirety without cause by providing the other Party at least sixty (60) days prior written notice.
- 4.4. Insolvency. If either Party shall be declared insolvent or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed of, or for, either Party's property or business, the Agreement may be terminated, at the other Party's option, without liability hereunder.
- 4.5. Remedies. Termination by either Party pursuant to the terms of this Article III, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights against the other Party that arose prior to termination.
- 4.6. Disruption of Patient Care. Notwithstanding the foregoing or any other Agreement between the Parties, if Vendor terminates the Agreement or any provision hereof and such termination, based on the reasonable, good faith determination of WMC, would likely result in the disruption of patient care, upon written notice from WMC as to such likely disruption, Vendor shall continue to provide the Products purchased hereunder and receive compensation, as specified in the Agreement or applicable purchase order and in accordance with Article II hereof, until WMC has secured an alternate supplier of comparable or substantially similar goods, but in no event shall such continued provision of the Products exceed a period of one hundred and twenty (120) days from Vendor's receipt of WMC's notice.

ARTICLE VI GENERAL PROVISIONS

- 5.1. Confidentiality. For purposes of this Section 5.1 "Confidential Information" shall mean any and all proprietary information, customer lists, patient information, WMC purchasing requirements, prices, trade secrets, know-how, processes, documentation and all other information without limitation which is not generally known to, or readily ascertainable by proper means, by the public or which might reasonably be considered confidential, secret, sensitive, proprietary or private to either the Vendor or WMC.
 - 5.1.1 In performing their respective obligations under the Agreement, the Vendor and WMC may come into contact with, be given access to, and, in some instances, contribute to each other's Confidential Information. In consideration of permitting the Vendor and WMC to have access to each other's Confidential Information, during the term of the Agreement, the Vendor and WMC agree that they will not disclose to any third party any Confidential Information of the other Party, except as provided in Section 5.1.3, without the other Party's prior written consent. The Vendor and WMC shall only make the Confidential Information of the other Party available to its employees, auditors, attorneys or other professionals or consultants hired by such Party in the ordinary course, to the extent that their duties, requirements, or contract for services

require such disclosure, and agree to take appropriate action by instruction or agreement with such individuals permitted access to the Confidential Information to satisfy the obligations under this Section.

- 5.1.2 The provisions of this Section will not apply to information: (i) developed by the receiving Party without use of, or access to, the disclosing Party's Confidential Information; (ii) that is or becomes publicly known without a breach of the Agreement; (iii) disclosed to the receiving Party by a third party not required to maintain such information confidential; or (iv) that is already known to the receiving Party at the time of disclosure. The provisions of this Section 5.1.2 shall not apply to "Protected Health Information" as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and its related regulations, 45 C.F.R. Parts 160 and 164.
- 5.1.3 If any law, governmental authority or legal process requires the disclosure of Confidential Information, the subject Party may disclose such information, provided, that, the other Party is notified of the disclosure.
- 5.2. Disclosure of Protected Health Information (PHI). If the transaction involves any disclosure of PHI to the Vendor, and the Vendor is determined to be a Business Associate (as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and its related regulations, 45 C.F.R. Part 160 and 164), the Vendor will execute a WMC Business Associate Agreement.
- 5.3. Business in Confidence. Neither Party shall, without first obtaining the written consent of the other Party, advertise or publish the fact that Vendor has contracted to provide, or WMC has contracted to purchase, the Products that are the subject of the Agreement.
- 5.4. Publicity and Trademarks. Each Party will not, and will cause its affiliates not to, use the name or any trademark or service mark of the other Party or any of its affiliates without the prior written consent of the other Party.
- 5.5. Financing Statements. The Vendor acknowledges and agrees that the filing of any financing statement under the Uniform Commercial Code in connection with any transaction related to the Agreement is expressly prohibited unless such filing is agreed to in writing by the Chief Financial Officer of WMC or such filing is for notification purposes with respect to custodial or other arrangements not intended as a secured transaction in which case such financing statements must expressly state: "This financing statement is filed for notice purposes only and the filing thereof shall not be deemed to create, or to constitute evidence of, a security interest under the Uniform Commercial Code."
- 5.6. Safe Harbor Discount. Each Party agrees to comply at all times with the regulations issued by the United States Department of Health and Human Services published at 42 C.F.R. Part 1001, and which relate to the Vendor's obligation to report and disclose discounts, rebates, and other reductions to WMC for Products purchased under the Agreement. Where a discount or other reduction in price of the Products is applicable, the Vendor agrees to comply with the requirements of 42 U.S.C. §1320a-7b(b)(3)(a) and the "safe harbor" regulations regarding discounts or other reductions in price set forth at 42 C.F.R. §1001.952(h). In this regard, the Vendor will satisfy any and all requirements imposed on sellers by the safe harbor and WMC will satisfy any and all requirements imposed on buyers by the safe harbor. Thus, in cases where the Vendor forwards to WMC an invoice that does not reflect the net cost of Products to WMC, the Vendor shall include the following language, or reasonably comparable language, on such invoice: "This invoice does not reflect the net cost of supplies or services to the Medical Center. Any additional discounts or other reductions in price may be reportable under federal regulations at 42 C.F.R. §1001.952(h)." In cases where the Vendor forwards to WMC an invoice that does reflect a net cost of the Products after a discount to WMC, the Vendor shall include the following language, or reasonably comparable language, on such invoice: "This invoice reflects the net cost of Products to the Medical Center. This price constitutes a 'discount or other reduction in price' and may be reportable under federal regulations at 42 C.F.R. §1001.952(h)."
- 5.7. Debarment. The Vendor represents that (a) it has not been convicted of a criminal offense related to health care; (b) it is not currently listed by a state or federal agency as debarred or otherwise ineligible for participation in any state or federal funded programs. The Vendor has conducted a search of the Excluded Parties List System on the System for Award Management website (<https://www.sam.gov/portal/SAM/#1>) and has attached to this Agreement a print out of a "no search results", indicating that Vendor has not been identified on the Excluded Parties List System (EPLS) public entity. The Vendor shall promptly notify WMC, in writing, of any change in this

representation during the term of the Agreement. Such change in circumstances shall constitute cause for which WMC may terminate the Agreement pursuant to Article III. For purposes of this Section 5.8, the Vendor is defined as the entity entering into the Agreement, and/or its principals, employees, directors and officers and owners, provided, however, that, if the Vendor is publicly traded, the term "Vendor", for the purposes of this Section, shall not include persons owning publicly traded shares of Vendor).

- 5.8. Personal Inducements. The Vendor represents and warrants that no cash, equity interest, merchandise, equipment, services or other forms of remuneration have been offered, shall be offered or will be paid or distributed by or on behalf of the Vendor to WMC or the New York Medical College or any physician or physician practice privileged or affiliated with either of them and/or the employees, officers, or directors of any of the foregoing and their immediate family members as an inducement to purchase or to influence the purchase of Products by WMC from the Vendor. In addition to any other remedy to which WMC may be entitled and any other sanction to which a Vendor may be liable for a breach of the foregoing representation and warranty, WMC, at its option, may declare any agreement between the Vendor and WMC null and void.
- 5.9. Compliance with Laws and Regulations. In the performance of their duties and obligations hereunder, each Party warrants that it shall comply with all applicable federal and state laws and regulations, including without limitation the Federal Food, Drug and Cosmetic Act, the Prescription Drug Marketing Act, equal-opportunity laws, and fraud and abuse laws. The Vendor further warrants that all Products purchased pursuant to the Agreement will conform and comply with all applicable provisions of governing laws, ordinances, rules and regulations. The Vendor shall obtain and maintain in full force and effect during the term of the Agreement all licenses, permits, certificates and accreditations as may be required by law or regulation. The Vendor agrees that in the event it receives any written notice of non-compliance with any statute or regulation from any federal or state agency that may materially affect the Vendor's performance hereunder, the Vendor will promptly notify WMC in writing of the receipt of such notice and the nature of such notice.
- 5.10. Access to Books and Records. To the extent required by law, WMC and Vendor agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). Vendor further specifically agrees that until the expiration of four (4) years after furnishing Products pursuant to the Agreement, the Vendor shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, the Agreement and the books, documents and records of the Vendor that are necessary to verify the nature and extent of the costs charged to WMC hereunder. The Vendor further agrees that if Vendor carries out any of the duties of the Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.
- 5.11. Dispute Resolution. Upon the agreement of both Parties, any dispute as to the performance of a Party's obligations under the Agreement or any related matter may be referred to non-binding mediation by a neutral third party, the rules and procedures of which shall be mutually agreed to by the Parties. Nothing in this paragraph shall be construed to prevent or delay either Party from exercising, at any time, any and all legal rights available to it in a court of competent jurisdiction. No offer, finding, action, inaction or recommendation made or taken in or as a result of mediation shall be considered for any purpose as an admission of a Party, nor shall it be offered or entered into evidence in any legal proceeding.
- 5.12. Governing Law and Venue. The Agreement shall be construed, and its performance enforced, under New York law without regard to conflicts of laws principles. The exclusive venue for the purposes of any action, suit or proceeding related to or arising directly or indirectly out of the Agreement shall be in the New York Supreme Court located in Westchester County, New York or the United States District Court for the Southern District of New York. To the fullest extent permitted by law, each party waives trial by jury in any action, proceeding or counterclaim brought by or on behalf of either Party with respect to any matter relating to the Agreement.

- 5.13. Attorney's Fees. If any action or proceeding is commenced by either Party for the enforcement of or in connection with the Agreement, each Party shall be responsible for its own attorneys' fees, costs, and disbursements incurred in connection with such action.
- 5.14. Limitation of Liability. The liability of the Parties to each other for damages in connection with the Agreement, regardless of the form of action, shall not exceed the actual damages incurred by the Party seeking redress. Neither Party shall be liable to the other for any special, consequential, punitive, or exemplary damages arising from the Agreement, including but not limited to damages for loss of future business and/or lost profits. Notwithstanding the foregoing limitations or anything in this Agreement to the contrary, this section shall not apply to (a) a party's obligations of indemnification as further described in this Agreement; (b) a party's breach of its obligations of confidentiality as further described in this Agreement; (c) damages caused by a party's willful misconduct; or (d) claims raised by third parties against Vendor or the Corporation, or, to claims in which either Party joins the other as a third party defendant.
- 5.15. Insurance. The Vendor will maintain product liability and general public liability insurance against any insurable claims that are reasonably likely to arise regarding the Products purchased from the Vendor.
- 5.16. Indemnity.
- 5.1.1 Indemnification by Vendor. Vendor agrees that, except for the amount, if any, of damage contributed to, caused by or resulting from the negligence or willful misconduct of the Corporation, Vendor shall defend, indemnify and hold harmless the Corporation, its officers, employees and agents from and against any and all liability, damages, claims, demands, costs, judgments, fees, reasonable attorneys' fees or loss arising directly or indirectly out of the negligence or willful misconduct hereunder by Vendor or third parties under the direction or control of Vendor.
- 5.1.2 Indemnification by Corporation. To the extent permitted by law, the Corporation agrees that, except for the amount, if any, of damage contributed to, caused by or resulting from the negligence or willful misconduct of Vendor, the Corporation shall defend, indemnify and hold harmless the Corporation, its officers, employees and agents from and against any and all liability, damages, claims, demands, costs, judgments, fees, reasonable attorneys' fees or loss arising directly or indirectly out of the negligence or willful misconduct hereunder by the Corporation or third parties under the direction or control of the Corporation.
- 5.17.1 Indemnification for Product Defect; Infringement. The Vendor, at its sole cost and expense, agrees to indemnify and hold harmless WMC, its officers, directors, employees, and agents, against any claim, action, suit, or settlement for loss, cost, damages, expense, or liability (including reasonable attorneys' fees) made by any person or entity, other than WMC, arising out of: (i) Any allegation that WMC's use of a Product in accordance with the Vendor-approved labeling resulted in bodily injury; (ii) Any claim that a Product infringes the intellectual property of any other person or entity including any United States or Foreign Letters Patent or Copyright or any Trademark; and (iii) Any claim of product defect. The Vendor will not be required to indemnify WMC to the extent of any claim arising out of negligence or willful misconduct by WMC; use of a Product by any person or entity other than in accordance with the Vendor-approved labeling; or breach by WMC of its obligations under this Agreement.
- 5.17.2 Notice. It is a condition to each Party's obligations under this Section 5.17 that the Party seeking indemnification notify the indemnifying Party promptly of the claim, permit the indemnifying Party to control the litigation and settlement of that claim, and cooperate with the indemnifying Party in all matters related thereto, including by making its documents, employees and agents available as reasonably necessary.
- 5.17.3 Consent to Settlement. The indemnifying Party may not settle any claim without the consent of the other Party unless there is no finding or admission that the other Party has violated any law or the rights of any person or entity and the sole relief provided is monetary damages that the indemnifying Party pays in full or injunctive relief enforceable only against the indemnifying Party.
- 5.17. Representative Access. WMC reserves the right to require and Vendor shall upon the request of WMC ensure that any Vendor Representative that will have access to clinical areas of WMC's facility shall undergo a pre-

placement assessment of health status to make certain that they are free from health impairment which is of potential risk to patients and personnel as indicated by a recorded medical history, physical examination, immunizations and laboratory testing.

- 5.18. Conflicts of Interest. The Vendor represents, to the best of its knowledge, that no employee, officer, or director of, and no physician or physician practice affiliated with, WMC has a financial interest in the Vendor. The Vendor further agrees that if it discovers or otherwise becomes aware that an employee, officer, or director of, or a physician or physician practice affiliated with, WMC has a financial interest in the Vendor, Vendor shall promptly disclose that financial interest to WMC in writing. To the extent that a financial interest is disclosed by Vendor in accordance with this Section, the Parties agree to make good faith efforts to resolve any conflict of interest, provided however, in the event that such conflict of interest cannot be resolved, WMC, at its option, may declare any agreement between the Vendor and WMC null and void.
- 5.1.1 Financial Interest. For purposes of this Section, the term “financial interest” shall include the following transactions or relationships: (a) payment of fees including consulting fees, royalty fees, honoraria, or other emoluments or “in kind” compensation; (b) any gift of more than nominal value; (c) service as an officer or director of Vendor whether or not remuneration is received for such service; or (d) an ownership interest in Vendor, except that a shareholder owning less than a majority of shares of a publicly traded entity shall not be deemed to have a financial interest for the purposes of this Section.
- 5.19. Survival. All provisions regarding confidentiality, indemnification, warranty, liability and limits on liability shall survive termination of the Agreement.
- 5.20. 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 either Party and such event continues for more than fifteen (15) business days, either Party shall have the right and option to terminate the Agreement
- 5.21. Entire Agreement. The Agreement shall constitute the entire agreement between the Parties concerning the subject matter of the Agreement and will supersede all prior negotiations and agreements between the Parties concerning the subject matter of the Agreement. The terms of any purchase order, invoice, or similar documents used to implement the Agreement shall be subject to and shall not modify the Agreement.
- 5.22. Amendment. The Agreement may only be amended by written agreement of the Parties.
- 5.23. Assignment. Neither Party may assign any of its rights or obligations under the Agreement, either voluntarily or involuntarily (whether by merger, consolidation, dissolution, operation of law, or otherwise), without the prior written consent of the other Party. Any purported assignment in violation of this Section will be void. Any request for consent to an assignment to an affiliate of a Party (i.e. an entity that controls, is controlled by, or is under common control with a Party) shall not be unreasonably withheld, conditioned, or delayed by the consenting Party.
- 5.24. Relationship of the Parties. For purposes of the Agreement, each Party will be an independent contractor. The Agreement will not create a partnership, association, or other business entity. Neither Party has any authority to act for or to bind the other.
- 5.25. Waiver. No provision of the Agreement may be waived except by a writing signed by the Party against whom the waiver is sought to be enforced. No failure to enforce any provision of the Agreement constitutes a waiver of future enforcement of that provision or of any other provision of the Agreement.
- 5.26. Other Contractual Obligations. Each Party represents that it is not prohibited from entering into, or performing its obligations under, the Agreement by the terms of any other agreement.
- 5.27. Counterparts. The Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The Parties agree to accept and be bound

by facsimile or PDF transmitted copies of the Amendment and its counterparts including facsimile or PDF signatures of the Parties.

Vendor Debarment/Exclusion Questionnaire

1. Are you or your company or any of its employees currently ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs because of being excluded, debarred, suspended or otherwise declared ineligible to participate?

Yes ____* No ____

* **If you answered Yes**, please provide a complete explanation on an attached sheet of paper.

2. Have you or your company or any of its employees been convicted of any of the following offenses: program-related crimes, crime relating to patient abuse, felony conviction relating to health care fraud, or felony conviction relating to controlled substances, but have not yet been excluded, debarred, suspended or otherwise declared ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs?

Yes ____* No ____

* **If you answered Yes**, please provide a complete explanation on an attached sheet of paper.

3. If you furnish products/goods/services from other vendors/contractors, do you verify with them at the time of contracting that neither the company nor any of its employees is ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs because of being excluded, debarred, suspended or otherwise declared ineligible to participate?

Yes ____ No ____*

* **If you answered No**, and you are awarded this contract, you will be required to undertake this screening for any vendors/contractors that will be providing goods or services pursuant to this contract prior to the effective date of the agreement. Such screening is to be performed utilizing the OIG's List of Excluded Individuals/Entities and the GSA's Excluded Parties Listing System.

4. If you furnish products/goods/services from other vendors/contractors, do you verify with them that neither the company nor any of its employees has been convicted of any of the following offenses: program-related crimes, crimes relating to patient abuse, felony conviction relating to health care fraud, or felony conviction relating to controlled substances, but have not yet been excluded, debarred, suspended or otherwise declared ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs?

Yes ____ No ____*

* **If you answered No**, and you are awarded this contract, you will be required to undertake this screening for any vendors/contractors that will be providing goods or services pursuant to this contract prior to the effective date of the agreement. Such screening is to be performed utilizing the OIG's List of excluded Individuals/Entities and the GSA's Excluded Parties Listing System.

Disclosure of Prior Non-Responsibility Determinations

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

As a public benefit corporation, Westchester Medical Center, as operator of Westchester Medical Center, is obligated to obtain specific information regarding prior non-responsibility determinations. In accordance with New York State Finance Law § 139-k, a proposer must be asked to disclose whether it has been subject to a finding of non-responsibility within the previous four (4) years by a Government Entity¹ 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 Request for Proposals.

Name of Proposer: _____

Proposer Address: _____

Name and Title of Person Submitting this Form: _____

Date: _____

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

Yes__

No__

If yes, please answer the following questions:

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

Yes__

No__

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

Yes__

No__

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

¹ "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.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)

Signature: _____

State Finance Law Affirmation
NEW YORK STATE FINANCE LAW § 139-j AND § 139-k

The proposer hereby affirms that:

1. The proposer understands and agrees to comply with the procedures of Westchester Medical Center, as operator of Westchester Medical Center, 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 WMC by proposer in response to this RFP, 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: _____

Proposer Name: _____

Proposer Address: _____

M/WBE and EEO Compliance Documentation Forms

Name of Proposer: _____

RFP #: _____

A. MINORITY/WOMEN'S BUSINESS QUESTIONS

As part of the WMC program to encourage the participation of minority/women's business, we request that you answer the questions listed below. If you do not respond, we will assume that you do not wish to be considered as a minority/women's business.

A minority 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 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:

1. Are you a minority owned business: Yes _____ No _____

If yes, what is your minority group(s)?

Answer: _____

2. Are you a women-owned business: Yes _____ No _____

3. If you answered yes to numbers 1 or 2, what percentage of ownership or voting authority of your business is held by members of a minority group or women?

Answer: _____

4. Please identify by name, the minority or women owners of your business and ownership percentage of each.
