



REQUEST FOR PROPOSALS

Architectural Design Services for the WMC/Ambulatory Care Pavilion

4th Floor Fit Out

RFP # CMC-14724

RFP Issue Date: October 25, 2019

Proposal Due Date: November 18, 2019

**WESTCHESTER MEDICAL CENTER
FACILITIES MANAGEMENT DEPT.**

**WESTCHESTER COUNTY HEALTH CARE CORPORATION
Executive Offices at Taylor Pavilion
Office of Legal Affairs
100 Woods Road
Valhalla, New York 10595**

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Attachment B – Standard Terms and Conditions

Attachment C – WMC Travel and Expense Policy for Vendors

Attachment D - Vendor Debarment/Exclusion Questionnaire

Attachment E – Disclosure of Prior Non-Responsibility Determinations

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1.0 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 design professionals to submit proposals to provide ARCHITECTURAL DESIGN SERVICES as herein described for the Fit Out of shell space on the 4th Floor of the new WMC/Ambulatory Care Center on the WMC campus in Valhalla, New York. The 4th floor totals about 23,000 square feet of area. Both Architectural and MEP/FP Engineering Services will be required for this project.

1.2 Background

Westchester County Health Care Corporation

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 Westchester Medical Center (“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 a regional tertiary level academic medical center, composed of University Hospital, Maria Fareri Children’s Hospital at WMC and the Behavioral Health 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 care.

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.

In 2014, WMC acquired the MidHudson Regional Hospital, previously known as the St. Francis Medical Center. Today, WMC Health is ten-hospital system, serving the Hudson Valley.

Philips Healthcare, a Division of Philips Electronics North America Corporation

Philips Healthcare is a strategic partner of WMC, and will be the Construction Manager for the ACP 4th Floor Fit Out project. Philips Healthcare, a Division of Philips Electronics North America Corporation (“Philips”), is a leading provider to the healthcare community of a comprehensive range of innovative, cost-effective medical products and related services including but not limited to medical imaging and monitoring equipment. The company is a leader in cardiac care, acute care and home healthcare, and a leading innovator in image-guided interventions and therapy. Headquartered in the Netherlands, Philips employs approximately 116,000 employees with sales and services in more than 100 countries.

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:

Tom Lurcott
Director of Design Coordination

Taylor Pavilion
Room C-353
100 Woods Road
Valhalla, NY 10595

914-493-5249

Tom.Lurcott@wmchealth.org

Jill Thomas
Architectural Designer

Taylor Pavilion
Room D-353
100 Woods Road
Valhalla, NY 10595

914-493-6888

Jill.Thomas@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 perform the services 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 E**, 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 F**, 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	October 25, 2019
RFP Conference [REQUIRED]	November 4, 2019
Questions and Requests for Clarification Due	November 8, 2019
Questions and Answers Distributed	November 13, 2019
Proposal Due Date	November 18, 2019
Finalist Interviews [OPTIONAL]	
Anticipated Notice of Tentative Award	November 25, 2019
Anticipated Contract Start Date	December 2, 2019

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 **November 5, 2019**. Letters of Intent to Propose shall be non-binding.

2.2 Required RFP Conference

Vendors interested in responding to the RFP **are required** to attend an RFP conference, at the project site, at WMC in Valhalla, NY. The RFP conference will be conducted on **November 4, 2019 at 10:00 AM**. Interested vendors are to meet at the **WMC Facilities Conference Room, in Macy Room E003C**.

2.3 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 November 8, 2019**. 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.

2.4 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.

2.5 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.

2.6 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. Executive Summary.

- A concise (no more than one page) summary of key points of the proposal.

D. 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 to meet the requirements of the Architectural Design Services RFP.
- Examples of significant projects the vendor has completed in the area of Architectural Design Services especially in the field of Healthcare Facilities..

E. Staffing Proposal.

- A staffing proposal that includes a list of staff who will participate in the project, showing the role of each and their level of effort and qualifications.

F. Statement of Methodology.

- A written description of the vendor's understanding of, and methodology or approach to, the scope of services described herein. Proposers should elaborate, as appropriate, on the tasks listed in the Scope of Work.
- A proposal schedule for completing the scope of work that is itemized by task and includes a timeline of significant milestones. The schedule should outline the sequencing, overlapping, and interdependence of the individual tasks.

G. Fee Proposal.

- The fee proposal must be submitted in the proposer’s package in a separate, clearly marked, sealed envelope. The fee proposal must be labeled “Architectural Design Services: Fee Proposal.” Fee proposals will not be opened until all responses have been initially evaluated. Although proposed fees will be taken into account, WMC reserves the right to negotiate a lower or different fee structure with any proposer that is tentatively selected. The fee proposal must include an analysis, in as much detail as possible, of the components of compensation you propose to receive in connection with your provision of services under this RFP with subtotals by task and phase of work. The analysis shall include:
 - Estimated number of hours for each member of the vendor’s team and each sub-consultant firm, if any, by task, phase, and hourly rate;
 - Hourly rates for the past two (2) calendar years, inclusive of multipliers, for each person cited in the proposal;
 - A list of anticipated potential contingencies and reimbursable expenses, subtotaled for each phase of the project.
 - Description of any additional services not included in the proposed fee;
 - Any reduced fees offered to other private or public health care entities.

H. Conflicts of Interest.

- A statement describing any financial interest of any employee, officer, or director of, and no physician or physician practice affiliated with, WMC in proposer’s firm. A 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.
- A statement describing any potential conflict of interest or appearance of impropriety, relating to other clients of proposer’s firm, or employees of WMC or New York Medical College, that could be created by providing services to WMC.
- Indicate whether any owner, officer, or employee of proposer’s firm has served as an officer of, or has been employed by WMC during the previous twelve (12) month period.
- Indicate what procedures will be followed to detect and notify WMC of, and to resolve any conflicts of interest.
- Indicate any pending litigation and/or regulatory action brought by any oversight body or entity that could have an adverse material impact on the proposing firm’s ability to serve WMC.
- Indicate if the firm has ever had a contract with any governmental entity terminated for any reason, and if so, provide an explanation.

I. Attached Forms.

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

2.7 Submission of Proposal

Proposers must submit 4 (4) copies of their proposal no later than **4:00 PM Eastern Standard Time on November 18, 2019 to the address stated below.** 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.

All proposals shall be enclosed in sealed envelopes or boxes bearing labels that clearly state: (i) the name of the proposer; (ii) the proposer's address; and (iii) the title of the RFP. Proposals may be delivered by hand, by U.S. mail, or by express mail via a nationally-known overnight service.

Proposals must be submitted to:

**Westchester County Health Care Corporation
Executive Offices at Taylor Pavilion
Office of Legal Affairs
100 Woods Road
Valhalla, New York 10595**

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.

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 any or all of the services 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 services 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 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 and marital status and to encourage the meaningful and significant participation at all levels (proposer, Subcontractor, Suppliers and others) for business enterprises owned by persons of 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 services 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

The ability to perform the requested services is most important in the evaluation proposals. In addition, proposals will be evaluated for: existing or potential conflicts of interests, financial and operational stability, as well as adequacy and completeness. WMC reserves the right to disqualify a proposer if, in WMC's sole opinion, the proposal does not satisfy any or all of the evaluation criteria.

Proposals will be evaluated based on technical (60 %) and financial (40 %) factors as described below.

4.1.1 Technical Evaluation

The technical evaluation assesses the merits of a proposal by assigning a point score to the following criteria:

Healthcare Design Experience (40 points); Resident Staff qualifications (20points).

4.1.2 Cost Evaluation

Cost proposals shall be evaluated as follows:

The proposal with the lowest cost will receive the maximum points allowed. All other proposals will receive a percentage of the points available based on their relationship to the lowest cost proposal. This is determined by applying the following formula:

$$\frac{\text{Price of Lowest Cost Proposal}}{\text{Price of Proposal Being Evaluated}} \times \text{Maximum Points Available (i.e. 40 pts)} = \text{Awarded Price Points}$$

Example: The total point available for cost in the RFP is forty (40) points. The cost of the lowest acceptable proposal is \$100,000. Therefore the lowest proposal cost of \$100,000 would be awarded forty (40) points. The second lowest acceptable proposal submitted a cost of \$125,000. The second lowest proposal cost of \$125,000 would be awarded thirty-two (32) points.

$$\frac{\$100,000}{\$125,000} = .80 \times 40 = 32 \text{ points}$$

The points awarded for cost are combined with the total points awarded for the technical proposal to determine the successful proposal.

4.2 Notification of Award

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

5. Scope of Work

5.1 Project-Specific Scope of Work

The purpose of this RFP for Architectural Design Services is to provide the Corporation with the services noted below for the Fit Out of the 4th Floor of the new WMC/Ambulatory Care Pavilion (ACP), in Valhalla, NY.

An outline of the Scope of Work specific to this Project follows:

See the attached ACP floor plans in Attachment I. The ACP Fourth Floor Plan illustrates the present condition of the Fourth Floor, which consists of about 23,000 square feet of unfinished shell space. Building infrastructure elements shown on the floor plan, such as elevators, fire stairs and building utilities and structure will remain in place. The temporary egress corridor that connects the two fire stairs will be removed.

Also included in Attachment I is the as-built floor layout of the ACP Third Floor. It is anticipated that the overall layout of the ACP Fourth Floor will be similar to that of the Third Floor, with modifications as needed, to the specifics of the Fourth Floor space program.

The space program for the Fourth Floor is still being developed. The Healthcare Services to be offered on the Fourth Floor will be entirely outpatient, and will not be Article 28. The services anticipated at this time include Orthopedics with Spine specialties, Neurosurgery with Spine specialties, and Pain Management. A suite of imaging equipment to serve these three service lines will also be included on the Fourth Floor. The imaging equipment anticipated at this time includes one Rad Room, two Fluoroscopy Rooms and one EOS unit for pediatric imaging.

From an engineering perspective, the ACP is designed to provide building utilities to meet normal medical office building demands for interior environmental conditions. The ACP Fourth Floor design engineer will be responsible for the design of MEP/FP service distribution to all Fourth Floor spaces. Supplemental may be required for some imaging spaces, and will require further study by the MEP/FP design engineer.

5.2 Objectives and Responsibilities

A. Basic Services

The Prime Consultant indicated in Attachment "A", hereinafter referred to as the "Consultant", shall perform Basic Services consisting of the five phases described in Sections A.1 through A.5 and include the normal architectural, structural, civil, mechanical and electrical engineering services as deemed necessary to insure a complete design. All design shall be in accordance with all Federal, State, County and local codes and regulations.

Project Scope

The design shall be done in strict accordance with the latest edition of New York State Building Codes, New York State Department of Health, New York State Department of General Services, and the Guidelines for Design and Construction of Healthcare Facilities. Applications shall be made to the NYS Health Department for Certificate of Need (CON) where applicable. All required (OGS) forms shall be completed and sent to the NYS Office of General Services to obtain the Construction Permit and Certificate of Occupancy after all work is completed.

The design shall incorporate the latest energy conservation standards and utilize Energy Star rated equipment whenever practical. When energy efficient equipment is specified, the Consultant shall provide a useful life, capital cost, and operation and maintenance cost comparison to standard equipment.

The electrical design shall include, but not be limited to, power, lighting, telephone and data requirements as well as building management, fire alarm, public address, access control and CCTV systems in conformance with the WMC standards. In addition, the electrical design will clearly indicate all branch feeders, branch circuitry, associated schedules and wiring diagrams.

In addition to all the other requirements, the Consultant recognizes and understands that it is an essential element of the work that the Consultant insure that any work it does, including but not limited to any plans, specifications, drawings, designs, management and advice, complies with the WMC's policy of compliance with the New York State Department of Health Best Management Practices. Therefore, the Consultant shall, at a minimum, incorporate the New York State Department of Environmental Conservation (hereinafter "NYSDEC") technical standards for erosion and sediment control contained in the document, *New York Standards and Specifications for Erosion and Sediment Control*, as the same may be amended from time to time. In addition, the Consultant shall incorporate for the design of water quality and water quality controls (post-construction storm water control practices), the NYSDEC standards detailed in the *New York State Storm water Management Design Manual*, as the same may be amended from time to time. Both documents should be obtained from the NYSDEC website to insure that the Consultant has the latest versions of such documents.

In addition, the Consultant shall apply these standards to ALL work done for the WMC, regardless of the size of the project. To the extent that there is any conflict between the WMC's standards and the standards required by any other regulatory agency, the Consultant shall utilize the stricter standard. The Consultant shall determine if the project shall require any permits from regulatory agencies and shall complete the permit application and prepare the necessary information required by the permitting agency.

In accordance with the WMC's standard procedure, Design Review Meetings shall be held at the project's commencement, at the completion of each design phase, and as required during each design phase to facilitate the progress of the project. The Consultant will attend all Design Meetings, prepare minutes of the proceedings and submit them to all involved parties in a timely manner.

The Consultant is required to submit electronic CAD files with each hardcopy submittal. This shall include all plot files. When submitting files on electronic media, the version of AutoCAD should be noted. Final hard copies of drawings shall be submitted as Mylar plots using the WMC's standard drawing format.

All electronic files will be submitted on CD-ROM media and labeled with the following information:

- Contract No.
- Project Name
- Submittal Date and Percent Complete (e.g. Schematic, 30%, Bid Set, As-Built, etc.)
- Consultant Name
- Contact Name and Phone Number

A 'Read-me' file (e.g. README.TXT) must be included on each CD clearly documenting the contents thereon and the version of software used (e.g. AutoCAD r2006, MS Word 2003, MS Excel 2003, etc.). All disks are to be delivered virus free.

Electronic deliverables shall be in the following formats:

- All drawings in AutoCAD (*.dwg) format and where applicable a sheet index drawing shall be provided.
- All reports or other text documents, in PDF or MS Word (*.doc) format.
- Project tabular data in Excel spreadsheet (*.xls) or Dbase (*.dbf) file formats.
- Photographs as JPEG or TIF format.
- Video data in Windows Media, AVI, or MPEG video formats.

In addition, any documents provided to the consultant by the Westchester County Healthcare Corporation ("WCHC, The Corporation," or (WMC")), including, but not limited to, drawings, reports and maps, whether in hard copy or in electronic form, shall remain the property of the WMC and shall be returned to

the WMC at such time as they are no longer necessary for the completion of those elements of the scope of work of this agreement for which such documents are necessary, but in no case later than the final completion of the scope of work of this agreement. The consultant shall use its best efforts to maintain the confidentiality of

such documents. The consultant shall only use such documents for the purposes contemplated in the scope of work of this agreement and for no other purpose whatsoever. No information shall be provided to any third party without the prior written consent of the WMC.

The Consultant and Sub-consultants are notified that, unless written notification is provided to the Consultant by the WMC, the Consultant and Sub-consultants shall not communicate with any public newspapers, reporters or private agencies, and any questions from such shall be directed to the WMC.

A.1. Schematic Design Phase

1. Based on the mutually agreed upon program and Project budget requirements, the Consultant shall prepare, for approval by the WMC, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components, taking into consideration existing conditions and utilities, the WMC budget, the WMC design standards and coordination with adjoining projects. The drawings shall be in AutoCAD using the WMC's standard drawing format and associated CAD layering guidelines. The consultant shall undertake any such data acquisition, exploratory work and survey necessary to insure a complete design.

plans for the purpose of determining what construction will or will not be included in the Construction Contract, based on the severity and priorities of the various work items and the WMC budget.

2. The Consultant shall furnish the services of soil engineers, land surveyors or other consultants when such services are deemed necessary by the Consultant. Such services shall include, but not limited to, the taking of surveys, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, environmental testing (lead and asbestos), ground corrosion and resistivity tests, including necessary operations for determining sub-soil, air and water conditions, with reports and appropriate professional recommendations.
3. The Consultant shall furnish structural, mechanical, electrical, chemical and other laboratory tests, inspections and reports as required for complete and accurate design.
4. The Consultant shall submit to the WMC Statement of Estimated Construction Cost based on the area, volume or other acceptable unit costs. The Construction Cost shall be the total cost to the County of all elements of the Project designed or specified by the Consultant and approved by the WMC. The Construction Cost does not include the compensation of the Consultant, the cost of the land, rights-of-way, or other costs which are the responsibility of the WMC as provided in Article II.
5. The Consultant shall submit up to six (6) sets of thirty percent (30%) documents (drawings and specifications) for review by the WMC in both hard copy and electronic format. The Consultant shall attend meetings with local government officials and their representatives as requested.

A.2. Design Development Phase

1. Based on the approved Schematic Design Documents and any adjustments authorized by the WMC in the program or Project budget, the Consultant shall prepare, for approval by the WMC, Design Development Documents consisting of drawings and other documents clearly establishing the scope, and the size and character of the entire Project as to architectural, structural, civil, mechanical and electrical systems/materials and such other elements as may be appropriate. The drawings shall be in AutoCAD using the WMC standard drawing format and associated CAD layering guidelines.
2. The Consultant shall submit to the WMC an Estimate of Construction Cost based upon sixty percent (60%) estimated quantities, to assure that the proposed work is still within the WMC's budget.
3. The Consultant shall submit up to six (6) sets of sixty percent (60%) documents (drawings and specifications) for review by the WMC in both hard copy and electronic format. The Consultant shall attend meetings with local government officials and their representatives as requested.

A.3. Construction Documents Phase

1. Based on the approved Design Development Documents and any further adjustments in the scope or quality (material standards) of the Project or in the Project budget authorized by the WMC, the Consultant shall prepare, for approval by WMC, construction documents consisting of drawings and specifications, using the standard WMC format, setting forth in detail the requirements for bidding for the construction of the Project. The drawings shall be in AutoCAD using the WMC's standard drawing format and associated CAD layering guidelines.

bidding forms, the Conditions of the Contract, and the form of Agreement between the WMC and the Contractor. No variation or modification shall be made to the WMC's standard form of Agreement without prior written approval.

2. The Consultant shall assist the WMC in the preparation of the necessary bidding information.
3. The Consultant shall act as the WMC's agent and prepare any related documentation as required in connection with the WMC's responsibility for filing documents, including but not limited to, New York State Department of Health (DOH) and Office of General Services (OGS) permits, easements, SEQRA (Environmental Assessment Form), sign-offs and coordination with utilities, required for the approval of governmental authorities having jurisdiction over the Project. This will include but is not limited to the completion of the New York State Department of Environmental Conservation SPDES General Permit for Storm water Discharges from Construction Activity and preparation of all related documentation, as required.
4. The Consultant shall submit to the WMC an Estimate of Construction Cost based upon ninety percent (90%) estimated quantities, to assure that the proposed work is still within the WMC's budget. The Consultant shall advise the WMC during the design of any adjustments to previous Statements of Estimated Construction Cost indicated by changes in requirements or general market conditions.
5. The Consultant shall submit up to six (6) sets of ninety percent (90%) documents (drawings and specifications) for review by the WMC in both hard copy and electronic format. The Consultant shall attend meetings with local government officials and their representatives as requested.

6. The Consultant shall submit a critical path schedule for construction based upon the ninety percent (90%) documents taking into account permits, required approvals by all authorities having jurisdiction, shop drawing review, long lead items, sequence of construction operations and maintenance of facility operations (or traffic).
7. The Consultant shall provide to the WMC the one hundred percent (100%) documents (drawings and specifications) in both hard copy and electronic format. Final hard copies of drawings shall be submitted as Mylar plots using the standard WMC Standard Border, signed and sealed by a professional architect or engineer duly licensed in New York State. The original contract documents, plans, specifications and other data are the property of the WMC.
8. The Consultant shall submit to the WMC a Final Estimate of Construction Cost, based upon one hundred percent (100%) Construction Documents, to assure that the proposed work is still within the WMC's Budget.

A.4. Bidding or Negotiation Phase

1. The Consultant shall attend pre-bid site inspections as scheduled by the WMC. During the bidding phase, the Consultant, when directed by the WMC, shall provide to WMC personnel, answers to pre-bid questions either verbally or by addendum.
2. The Consultant, following the WMC's approval of the Construction Documents and of the Final Estimate of Construction Cost, shall assist the WMC in obtaining bids or negotiated proposals, perform an analysis of up to three low bids to determine if the low bid is within an acceptable range, perform reference checks, and assist in awarding contracts for construction.
3. If the Bidding Phase has not commenced within six months after the Consultant submits the Construction Documents to the WMC, the Consultant shall provide, without additional cost, a revised Estimate of Construction Cost to reflect only any change in the general level of prices in the construction industry between the date of submission of the Construction Documents to the WMC and the date on which proposals are sought.
4. If the Estimate of Construction Cost or the lowest bona fide bid or negotiated proposal, exceeds the amount budgeted by the WMC for the Construction Cost by more than five percent (5%), the WMC shall either: (a) give written approval of a budget increase subject to all necessary approvals; (b) authorize rebidding or renegotiating of the Project within a reasonable time; (c) cooperate with the Consultant in revising the Project scope and quality as required to reduce the Construction Cost to the amount budgeted for construction and rebid. In the case of (c), if, in the opinion of the WMC, the lowest acceptable bid exceeds the amount budgeted by the WMC for the Construction Cost by more than five percent (5%) for the work as a result of the Consultant's failure to adhere to the Project scope and budget as directed by the WMC, the Consultant, without additional charge, shall modify the Drawings and Specifications as necessary to comply with a construction cost amount equal to the stated amount budgeted for construction, plus five percent (5%).

A.5. Construction Phase

1. The Construction Phase will commence with the award of the Contract for Construction and, together with the Consultant's obligation to provide Basic Services under this Agreement, will terminate when final payment to the Contractor is approved by the WMC, or in the absence of a final Certificate for Payment or of such due date, sixty (60) days after the Date of Completion of the Work, whichever occurs first.

2. During the Construction Phase the Consultant shall visit the site approximately four times per month to attend project job meetings and to become generally familiar with the progress and quality of the Work. The Consultant shall prepare the minutes of the job meetings and submit them to all involved parties in a timely manner. In addition, based upon the on-site observations, the Consultant shall keep the WMC informed of the progress and quality of the Work, and shall endeavor to guard the WMC against defects and deficiencies of the Work of the Contractors.

If there is a conflict in the design documents or a design issue that precludes the Contractor from continuing to construct, then the Consultant shall prepare any sketches, plans, drawings or other documents and shall visit the site as often as is required until the issue is rectified. In addition, the Consultant shall assist the WMC in negotiating with the Contractor for the necessary work.

3. The Consultant shall advise the WMC, but not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Sub-contractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.
4. The Consultant's decisions in matters relating to artistic effect shall be approved by the WMC and shall be final if consistent with the intent of the Contract Documents.
5. The Consultant shall prepare written responses to requests for interpretations of the meaning and intent of the Drawings and Specifications. Such action shall be taken in accordance with the Contract Documents regarding reasonable promptness so as to cause no delay per the Contract Specifications. The Consultant shall maintain and continuously update the Request for Information log. This log shall be submitted to the WMC and/or Construction Manager monthly and prior to each Progress Meeting.
5. The Consultant shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data, Samples including Color Schedules and Coordination Drawings, but only for conformance with the design concept of the Work and

with the information given in the Contract Documents. Such action shall be taken in accordance with the Contract Documents regarding reasonable promptness so as to cause no delay per the Contract Specifications. The Consultant's approval of a specific item shall not indicate approval of an assembly or system of which the item is a component. The Consultant shall maintain and continuously update a log of all submittals. This log shall be submitted to the WMC and/or Construction Manager monthly and prior to each Progress Meeting.

7. The Consultant shall review the Operations and Maintenance Manual prepared by the Contractor in accordance with the manufacturer's recommendations. In addition to the O&M Manual, the Consultant shall insure that the Contractor provides the necessary training services relative to the equipment supplied by this Contract.
8. The Consultant, with WMC's personnel, shall observe the Contractors' final testing and start-up of all utilities, operational systems and equipment.
9. The Consultant shall prepare a set of "as-built" (record) drawings, using the WMC's standard drawing format and associated CAD layering guidelines, showing changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Consultant. Final hard copies of "as-built" drawings shall be submitted as Mylar plots using the WMC's standard drawing format. The Contractor and the Construction Manager shall then sign these drawings. The consultant shall also provide to the WMC

electronic files of the “as-built” drawings in AutoCAD using the WMC’s standard drawing format and associated CAD layering guidelines.

B. Additional Services

The following services are not included in Basic Services. They shall be provided if authorized or confirmed in writing by the WMC, and they shall be paid for by the WMC, in addition to the Compensation for Basic Services, only as provided in a duly authorized written amendment to this agreement signed by an authorized representative of each of the parties.

1. Providing financial feasibility or other special studies.
2. Providing planning surveys, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
3. Providing services relative to future facilities, systems and equipment (except in the case of Phased Projects and to the extent of known Projects which are under study and/or design) which are not intended to be constructed during the Construction Phase.
4. Preparing documents of alternate, separate or sequential bids or providing extra services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase, when requested by the WMC.
5. Providing coordination of Work performed by separate contractors or by the WMC’s own forces.
6. Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given; are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or are due to other causes not within the control of the Consultant.
7. Preparing Drawings, Specifications and supporting data and providing other services in connection with Change Orders to the extent that the adjustment in the Basic Compensation resulting from the adjusted Construction Cost is not commensurate with the services required by the Consultant, provided such Change Orders are required by causes not within the control of the Consultant.
8. Making investigations, surveys, valuations, inventories or detailed appraisals of existing facilities, and services required in connection with construction performed by the WMC.
9. Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.
10. Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the WMC or Contractor under the Contract for Construction.
11. Providing services after issuance to the WMC of the final Certificate for Payment or in the absence of a final Certificate for Payment, more than sixty days after the Date of Completion of the Work.
12. Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding for matters brought about by actions of those other than the Consultant.

II. WMC Responsibilities

The WMC shall provide full information regarding requirements for the Project including the boiler plate front end of the specification including; Information to Bidders, General Conditions, Special Conditions, and Bid Forms.

The WMC shall establish an overall budget for the Project, which shall include the Construction Cost, the WMC's other costs and reasonable contingencies related to all of these costs.

The WMC shall designate a representative authorized to act on the WMC's behalf with respect to the Project. The WMC, or such authorized representative, shall render decisions in a timely manner pertaining to documents submitted by the Design Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Design Consultant's services.

Information or services under the WMC's control shall be made available by the WMC with reasonable promptness to avoid delay in the orderly progress of the Design Consultant's services and the progress of the Work.

The WMC shall furnish all legal, accounting and insurance counseling services as may be necessary for the WMC and its respective officers and employees, at any time for the Project, including such auditing services as the WMC may require to verify the Design Consultant's Applications for Payment or to ascertain how or for what purposes the Design Consultant uses the moneys paid by or on behalf of the WMC

III. Project Administration

A. Key Personnel and Sub-consultants

Attached is a listing of the Consultant's key personnel (three persons minimum) and the Sub-consultants' key personnel (three persons minimum). The WMC shall not permit any substitutions to key personnel without prior authorization. (See Attachment "G1")

B. Staffing Table

Attached is a staffing table indicating all personnel assigned to the project with their respective hourly rates, projected hours for each phase, and direct salary costs. (See Attachment "G1")

C. Project Schedule

Attached is a bar chart schedule based on calendar days indicating services to be performed for each phase, along with time for the WMC and outside agencies to review the documents. (See Attachment "G1")

IV. Payments to the Consultant

A. Compensation for Basic Services

For Basic Services as described in Article I, Section A, compensation shall be paid in accordance with the attached payment schedule (Attachment "G2").

The Consultant shall provide the necessary equipment and supplies to successfully implement this project. The associated cost shall be included in the Direct Non-Salary Costs fee for Basic Services. Other ancillary anticipated expenses such as vehicle mileage, field photographs, lodging/meals, printing/reproduction, and mail/delivery shall also be included in the Direct Non-Salary Costs fee for Basic Services.

Invoices for Basic Services shall be billed and payable in accordance with the payment schedule. Services shall be billed and payable on a monthly basis.

B. Compensation for Additional Services

If additional services of the Consultant, as described in Article I, Section B, are required by the WMC, the compensation to be paid for such services shall be negotiated and mutually agreed upon by the parties and incorporated as a written amendment to this agreement, subject to all necessary legal approvals. The WMC shall not be obligated to the Consultant for any additional services unless the Consultant fully complies with all of the above requirements.

5.3 Deliverables

[As Described in Section 5 Scope of Work]

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 WMC's Travel and Expense Policy for Vendors as set forth in **Attachment C**, 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 **1 YEAR** commencing on or about **December 2, 2019**. **The agreement can be renewed on an annual basis for up to five years.**

6.3 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.

6.4 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.

Definitions

[INSERT DEFINITIONS RELEVANT TO SCOPE OF SERVICES]

Infectious Control and Safety Terms;

ICRA – Infectious Control Risk Assessment

IPC – Infection Prevention and Control

ILSM – Interim Life Safety Measures

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 develop and implement the **Architectural Design Services** sought by this RFP.
- 1.2. Services. "Services" shall mean the **Architectural and Engineering Design Services** as may be offered by Vendor to WMC as part of a proposal submitted in response to this RFP.
- 1.3. Vendor Representative. "Vendor Representative" shall mean all employees, Vendors, agents, subcontractors or representatives of Vendor providing Services on behalf of Vendor at any WMC site.

ARTICLE II SERVICES AND PAYMENT

- 2.1. Services. All Services shall be performed in a manner consistent with the generally recognized standards of persons regularly engaged in providing such services. Vendor warrants to the WMC that any Services performed and any materials used by Vendor in connection with the Services shall be free from defects in workmanship and/or materials and agrees that any damage arising from any breach of this warranty shall promptly be remedied by Vendor at its sole expense.
- 2.2. Conduct. All Vendor Representatives shall, at all times while present at the WMC campus, comply with WMC rules and regulations and the lawful directives of WMC security personnel and WMC administration. Vendor Representatives shall, at all times while present at the WMC campus, conduct themselves in accordance with WMC Policies and Procedures, including the WMC Code of Conduct, Sexual Harassment Policy, and Anti-Discrimination Policy. The Vendor shall promptly remove from the WMC campus any Vendor Representative whose conduct the WMC reasonably determines to be objectionable.
- 2.3. Ownership of Records. All records compiled by Vendor in providing and completing the Services, including but not limited to written reports, studies, computer protocols, graphs, charts and all other similar recorded data, shall become and remain the property of the WMC. Vendor may retain copies for its own use, all of which shall be subject to all confidentiality requirements set forth herein.
- 2.4. Payment Terms. WMC shall pay all properly submitted and undisputed invoices for the Services 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.
- 2.5. Interest and Other Charges. Any references in any Vendor quotation, invoice or agreement to interest charges, late fees, restocking fees or cancellation charges shall be excluded from and superseded by the Agreement.
- 2.6. Taxes. 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 III TERM AND TERMINATION

- 3.1. Term. The Agreement shall commence on the Effective Date of the Agreement and shall continue for a period of (1) year, unless earlier terminated in accordance with this Article III.
- 3.2. 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.
- 3.3. 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.

- 3.4. Insolvency. If either Party shall be declared insolvent or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed of, or for, either Party's property or business, the Agreement may be terminated, at the other Party's option, without liability hereunder.
- 3.5. Remedies. Termination by either Party pursuant to the terms of this Article III, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights against the other Party that arose prior to termination.
- 3.6. Disruption of Patient Care. Notwithstanding the foregoing or any other Agreement between the Parties, if Vendor terminates the Agreement or any provision hereof and such termination, based on the reasonable, good faith determination of 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 Services 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 Services exceed a period of one hundred and twenty (120) days from Vendor's receipt of WMC's notice.

**ARTICLE IV GENERAL
PROVISIONS**

- 4.1. Confidentiality. For purposes of this Section 4.1 "Confidential Information" shall mean any and all proprietary information, customer lists, patient information, customer purchasing requirements, prices, trade secrets, know-how, processes, documentation and all other information without limitation which is not generally known to, or readily ascertainable by proper means, by the public or which might reasonably be considered confidential, secret, sensitive, proprietary or private to either the Vendor or WMC.
 - 4.1.1. 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 4.1.3, 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 Vendors 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.
 - 4.1.2. The provisions of this Section will not apply to information: (i) developed by the receiving Party without use of, or access to, the disclosing Party's Confidential Information; (ii) that is or becomes publicly known without a breach of the Agreement; (iii) disclosed to the receiving Party by a third party not required to maintain such information confidential; or (iv) that is already known to the receiving Party at the time of disclosure. The provisions of this Section 4.1.2 shall not apply to "Protected Health Information" as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and its related regulations, 45 C.F.R. Parts 160 and 164.
 - 4.1.3. If any law, governmental authority or legal process requires the disclosure of Confidential Information, the subject Party may disclose such information, provided, that, the other Party is notified of the disclosure.
- 4.2. Disclosure of Protected Health Information (PHI). If the transaction involves any disclosure of PHI to the Vendor, and the Vendor is determined to be a Business Associate (as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and its related regulations, 45 C.F.R. Part 160 and 164), the Vendor will execute a WMC Business Associate Agreement.
- 4.3. Business in Confidence. Neither Party shall, without first obtaining the written consent of the other Party, advertise or publish the fact that Vendor has contracted to provide, or WMC has contracted to purchase, the Services that are the subject of the Agreement.

- 4.4. Publicity and Trademarks. Each Party will not, and will cause its affiliates not to, use the name or any trademark or service mark of the other Party or any of its affiliates without the prior written consent of the other Party.
- 4.5. Financing Statements. The Vendor acknowledges and agrees that the filing of any financing statement under the Uniform Commercial Code in connection with any transaction related to the Agreement is expressly prohibited unless such filing is agreed to in writing by the Chief Financial Officer of 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."
- 4.6. Safe Harbor Discount. Each Party agrees to comply at all times with the regulations issued by the United States Department of Health and Human Services published at 42 C.F.R. Part 1001, and which relate to the Vendor's obligation to report and disclose discounts, rebates, and other reductions to WMC Services purchased under the Agreement. Where a discount or other reduction in price of the Services is applicable, the Vendor agrees to comply with the requirements of 42 U.S.C. §1320a-7b(b)(3)(a) and the "safe harbor" regulations regarding discounts or other reductions in price set forth at 42 C.F.R. §1001.952(h). In this regard, the Vendor will satisfy any and all requirements imposed on sellers by the safe harbor and 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 the Services 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 Services 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 or Services to the Medical Center. This price constitutes a 'discount or other reduction in price' and may be reportable under federal regulations at 42 C.F.R. §1001.952(h)."
- 4.7. Government Health Program Participation. Each Party represents that it has not been excluded from participating in any "federal health care program," as defined in 42 U.S.C. § 1320a-7b(f), or in any other federal or state government payment program and that it is eligible to participate in the foregoing programs. If either Party is excluded from participating in, or becomes otherwise ineligible to participate in, any such program during the term of the Agreement, such Party will notify the other Party of that event within thirty (30) days. Upon occurrence of that event, whether or not such notice is given, either Party may terminate the Agreement effective upon written notice to the other Party.
- 4.8. Debarment. The Vendor represents that (a) it has not been convicted of a criminal offense related to health care; (b) it is not currently listed by a federal agency as debarred or otherwise ineligible for participation in federally funded programs; and (c) it is not currently listed by the State of New York, any political subdivision of the State of New York or any public benefit corporation or public authority as debarred, excluded or otherwise ineligible to contract with such public entity. The Vendor shall promptly notify 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 4.8, the Vendor is defined as the entity entering into the Agreement, and/or its principals, employees, directors and officers and owners, provided, however, that, if the Vendor is publicly traded, the term "Vendor", for the purposes of this Section, shall not include persons owning publicly traded shares of Vendor).
- 4.9. Personal Inducements. The Vendor represents and warrants that no cash, equity interest, merchandise, equipment, services or other forms of remuneration have been offered, shall be offered or will be paid or distributed by or on behalf of the Vendor to 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 Services 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.

- 4.10. Compliance with Laws and Regulations. In the performance of their duties and obligations hereunder, each Party warrants that it shall comply with all applicable federal and state laws and regulations, including without limitation the Federal Food, Drug and Cosmetic Act, the Prescription Drug Marketing Act, equal-opportunity laws, and fraud and abuse laws. The Vendor further warrants that all Services purchased pursuant to the Agreement will conform and comply with all applicable provisions of governing laws, ordinances, rules and regulations. The Vendor shall obtain and maintain in full force and effect during the term of the Agreement all licenses, permits, certificates and accreditations as may be required by law or regulation. The Vendor agrees that in the event it receives any written notice of non-compliance with any statute or regulation from any federal or state agency that may materially affect the Vendor's performance hereunder, the Vendor will promptly notify WMC in writing of the receipt of such notice and the nature of such notice.
- 4.11. Access to Books and Records. To the extent required by law, 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 Services pursuant to the Agreement, the Vendor shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, the Agreement and the books, documents and records of the Vendor that are necessary to verify the nature and extent of the costs charged to 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.
- 4.12. Dispute Resolution. Upon the agreement of both Parties, any dispute as to the performance of a Party's obligations under the Agreement or any related matter may be referred to non-binding mediation by a neutral third party, the rules and procedures of which shall be mutually agreed to by the Parties. Nothing in this paragraph shall be construed to prevent or delay either Party from exercising, at any time, any and all legal rights available to it in a court of competent jurisdiction. No offer, finding, action, inaction or recommendation made or taken in or as a result of mediation shall be considered for any purpose as an admission of a Party, nor shall it be offered or entered into evidence in any legal proceeding.
- 4.13. Governing Law and Venue. The Agreement shall be construed, and its performance enforced, under New York law without regard to conflicts of laws principles. The exclusive venue for the purposes of any action, suit or proceeding related to or arising directly or indirectly out of the Agreement shall be in the New York Supreme Court located in 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.
- 4.14. Attorney's Fees. If any action or proceeding is commenced by either Party for the enforcement of or in connection with the Agreement, each Party shall be responsible for its own attorneys' fees, costs, and disbursements incurred in connection with such action.
- 4.15. Limitation of Liability. The liability of the Parties to each other for damages in connection with the Agreement, regardless of the form of action, shall not exceed the actual damages incurred by the Party seeking redress. Neither Party shall be liable to the other for any special, consequential, punitive, or exemplary damages arising from the Agreement, including but not limited to damages for loss of future business and/or lost profits. This provision shall not apply to claims raised by third parties against the Vendor or WMC, or, to claims in which either Party joins the other as a third party defendant.
- 4.16. Insurance. The Vendor will maintain general public liability insurance against any insurable claims as set forth in Schedule B-1 attached hereto.

4.17. Indemnity.

4.17.1. Indemnification. Each Party shall, to the extent permitted by law, indemnify, defend, and hold harmless the other Party, and its officers, directors, employees, agents, successors, and assigns for, from and against any claim or action brought against, arising out of the acts or omissions of the indemnifying Party, its employees or agents.

4.17.2. Notice. It is a condition to each Party's obligations under this Section 4.17 that the Party seeking indemnification notify the indemnifying Party promptly of the claim, permit the indemnifying Party to control the litigation and settlement of that claim, and cooperate with the indemnifying Party in all matters related thereto, including by making its documents, employees and agents available as reasonably necessary.

4.17.3. Consent to Settlement. The indemnifying Party may not settle any claim without the consent of the other Party unless there is no finding or admission that the other Party has violated any law or the rights of any person or entity and the sole relief provided is monetary damages that the indemnifying Party pays in full or injunctive relief enforceable only against the indemnifying Party.

4.18. Representative Access. 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.

4.19. Background Check. Vendor further agrees that all Vendor Representatives assigned to WMC hereunder will be subject to a background check substantially similar to the inquiries made by the WMC with respect to its own employees and that the WMC has the right to deny any Vendor Representative access to its facilities based on the results of such inquiry.

4.20. Conflicts of Interest. The Vendor represents, to the best of its knowledge, that no employee, officer, or director of, and no physician or physician practice affiliated with, 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.

4.20.1. Financial Interest. For purposes of this Section, the term "financial interest" shall include the following transactions or relationships: (a) payment of fees including consulting fees, royalty fees, honoraria, or other emoluments or "in kind" compensation; (b) any gift of more than nominal value; (c) service as an officer or director of Vendor whether or not remuneration is received for such service; or (d) an ownership interest in Vendor, except that a shareholder owning less than a majority of shares of a publicly traded entity shall not be deemed to have a financial interest for the purposes of this Section.

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

4.22. Force Majeure. Neither Party shall be deemed to be in default of or to have breached any provision of the Agreement as a result of any delay or failure in performance due to reasons beyond such Party's reasonable control. If such a delay occurs, the affected Party may extend the time for performance by a period of time equal to the delay. Notwithstanding the foregoing, if a force majeure event is claimed by 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

4.23. Entire Agreement. The Agreement shall constitute the entire agreement between the Parties concerning the subject matter of the Agreement and will supersede all prior negotiations and agreements between the Parties

concerning the subject matter of the Agreement. The terms of any purchase order, invoice, or similar documents used to implement the Agreement shall be subject to and shall not modify the Agreement.

- 4.24. Amendment. The Agreement may only be amended by written agreement of the Parties.
- 4.25. Assignment. Neither Party may assign any of its rights or obligations under the Agreement, either voluntarily or involuntarily (whether by merger, consolidation, dissolution, operation of law, or otherwise), without the prior written consent of the other Party. Any purported assignment in violation of this section will be void. Any request for consent to an assignment to an affiliate of a Party (i.e. an entity that controls, is controlled by, or is under common control with a Party) shall not be unreasonably withheld, conditioned, or delayed by the consenting Party.
- 4.26. Relationship of the Parties. For purposes of the Agreement, each Party will be an independent contractor. The Agreement will not create a partnership, association, or other business entity. Neither Party has any authority to act for or to bind the other.
- 4.27. Waiver. No provision of the Agreement may be waived except by a writing signed by the Party against whom the waiver is sought to be enforced. No failure to enforce any provision of the Agreement constitutes a waiver of future enforcement of that provision or of any other provision of the Agreement.
- 4.28. Other Contractual Obligations. Each Party represents that it is not prohibited from entering into, or performing its obligations under, the Agreement by the terms of any other agreement.
- 4.29. Counterparts. The Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The Parties agree to accept and be bound by facsimile or PDF transmitted copies of the Amendment and its counterparts including facsimile or PDF signatures of the Parties.

SCHEDULE B-1

INSURANCE REQUIREMENTS

1. Prior to providing the Services hereunder, the Vendor shall obtain at its own cost and expense the insurance required herein from a licensed insurance company, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the Corporation, which evidence shall be subject to Corporation's approval. The policies or certificates thereof shall provide that Corporation shall receive thirty (30) days' written notice prior to cancellation of or material change in the policy, which notice shall name Vendor, identify this Agreement, and be sent via registered mail, return receipt requested. Failure of the Vendor to obtain and maintain any insurance required hereunder shall not relieve the Vendor from any of its obligations hereunder, including but not limited to indemnification, or from any Vendor liability hereunder. All property losses shall be made payable to, and adjusted with, the Corporation. If claims for which Vendor may be liable are filed against either Party, and if such claims exceed the coverage amounts required herein, Corporation may withhold such excess amount from payment due to Vendor until the Vendor furnishes additional security covering such claims in a form satisfactory to the Corporation.
2. The Vendor shall provide proof of the following coverage:
 - (a) Workers' Compensation. Vendor shall provide to Corporation a certificate form C-105.2 or State Fund Insurance Company form U-26.3 as proof of compliance with the New York State Workers' Compensation Law, and State Workers' Compensation Board form DB-120.1 as proof of compliance with the New York State Disability Benefits Law, provided, however, that if Vendor is self-insured for Worker's Compensation and/or Disability coverage, a New York State Workers' Compensation Board certificate evidencing such fact. Location of operation shall be "All locations in Westchester County, New York."
 - (b) Employer's liability insurance with a minimum limit of \$100,000.
 - (c) General liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 (c.s.1), naming the Westchester County Health Care Corporation as an additional insured. This insurance shall indicate the following coverage on the certificate of insurance:
 - (i) Premises - Operations.
 - (ii) Broad Form Contractual.
 - (iii) Independent Contractor and Sub-Contractor.
 - (iv) Products and Completed Operations.
 - (d) Professional liability insurance ("acts and omissions") on an occurrence basis covering the Vendor and its employees and agents, with minimum limits of \$1,300,000 per occurrence, \$3,900,000 in the aggregate.
 - (e) Vehicle liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000. This insurance shall include the following coverage for bodily injury and property damage arising out of the use of owned, hired and non-owned vehicles.
3. All policies and certificates of insurance required herein shall provide that:
 - (a) The insurer, or Vendor if it is self-insured, shall have no right to recovery or subrogation against the Corporation (including its employees and agents), it being the intention of the Parties that the insurance policies shall protect both Parties and be primary coverage for any and all losses covered by the insurance.
 - (b) The insurer, or Vendor if it is self-insured, shall have no recourse against the Corporation (including its employees or agents) for payment of any premiums or for assessments under the policy.
 - (c) Vendor assumes responsibility, and is solely at risk for, any and all deductibles.
 - (d) The clause "other insurance provisions" shall not apply to the Corporation.

DATE: 03.05.2015

ATTACHMENT C

Westchester Medical Center

Travel and Expense Policy for Vendors

POLICY

It is the policy of Westchester Medical Center (WMC) to reimburse certain vendors for out-of-pocket expenses related to:

- a. services provided to the Medical Center
- b. expenses while on official Medical Center business

The obligation of WMC to reimburse such expenses shall be considered by WMC only if:

- a. an executed contract exists between the vendor submitting such expenses and WMC, and such contract references said expenses.
- b. submitted reimbursement claims comply with this policy.

PURPOSE

To provide a mechanism for vendors who do business with WMC to be appropriately reimbursed for travel and expenses as it relates to WMC.

SCOPE

This policy applies to all vendors and contractors of Westchester Medical Center.

DEFINITIONS

None

RELATED POLICIES

None

PROCEDURE

- For air travel, reimbursement will be at the fares nonrefundable coach fare.
- The use of personal vehicles for travels less than ninety (90) miles from the Medical Center shall not be reimbursed.
- Lodging costs shall be moderate in nature. (Use Corporate discounts when available)
- The Medical Center shall reimburse for only one (1) rented vehicle, including fuel and toll costs, with the exceptions as noted below. Luxury vehicles are not permitted.
- If four or more individuals from the same concern are providing services, the Medical Center shall reimburse one mid-size vehicle for each group of four (4).
- The Medical Center requires valid receipts for all submitted expenses.
- All meals and incidentals will be reimbursed at a flat rate of \$60.00 per day. No receipts are required.

The Medical Center shall not provide payment for the following;

- Gratuities in excess of twenty per cent (20%).
- Alcohol charges.
- Personal expenses including laundry, dry cleaning, phone expenses, “mini bar” costs, etc.
- Phone expenses, routine office expenses, including, but not limited to, photocopying and document preparation expenses, computer costs or upgrades, postage, fax or courier costs.
- Submitted expenses where the business purpose and the personnel attending are not clearly indicated.
- Expenses related to non-Medical Center services, including those costs incurred by spouses or traveling companions.
- Any expense submitted without a valid receipt.

In the event of an emergency or the individual cannot reasonably obtain preapproval for travel and related costs, it is expected that all such expenses shall comply with this policy.

The Medical Center reserves the right to reject any submitted expense that it reasonably determines does not comply with this policy.

Claims for Reimbursement of Amounts Paid to Third Parties

If a reimbursement sought is for charges paid to a third party, such claim shall be accompanied by a receipt or other proper evidence sufficient to establish that such amounts have actually been paid and such other evidence to establish the reasonableness and basis for such charges and that such charges comply with this policy. In all cases where such third party payments are subject to any rebate, discount or refund the vendor shall immediately issue a credit advice to WCHCC against any amounts owed by WCHCC to the vendor for its proportionate share of such rebate, discount or refund or if no amounts are then due and owing, then, in that event, the vendor shall immediately pay over to WCHCC the amount of any such rebate, discount or refund. Such rebates, refunds and discounts shall be due to WCHCC when earned by the vendor. This provision shall not be construed to include frequent flyer miles or other benefits to the extent they are credited for the benefit of individual employees assigned to the engagement by the vendor.

Right to Audit

All agreements which provide for vendors of goods and services and contractors to make a separately stated claim for reimbursement of reasonable out of pocket expenses, expenses incurred in the production of identifiable deliverables or payments to third parties shall also provide that WCHCC shall have the right, at its own cost and expense, to audit the books and records of such entities which are reasonably pertinent to the amounts claimed by such entity, at any time during the term of the Agreement or for a period of up to twelve (12) months following the expiration or other termination of the agreement.

EFFECTIVENESS

This policy shall be effective immediately and shall remain in effect until rescinded or modified.

ATTACHMENT D**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.

ATTACHMENT E
Disclosure of Prior Non-Responsibility Determinations
NEW YORK STATE FINANCE LAW § 139-j AND § 139-k

As a public benefit corporation, Westchester County Health Care Corporation, as operator of Westchester Medical Center, and Philips on their behalf, are 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?

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.

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: _____

ATTACHMENT F

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 Philips 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 Philips 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: _____

Attachment G

M/WBE and EEO Compliance Documentation Forms

Name of Proposer: _____ RFP #: _____

A. MINORITY/WOMEN'S BUSINESS QUESTIONS

As part of Philips 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

Attachment H

PROJECT STAFFING, SCHEDULES, DEVIATIONS

PROJECT TITLE

ATTACHMENT "A"

KEY PERSONNEL AND SUBCONSULTANTS

Prime Consultant:

[Insert legal firm name and address]

[Indicate if firm is or is not an MBE or WBE]

[Indicate percentage of work]

Key Personnel

[List titles and names (three persons minimum)]

Sub-consultants:

[Insert legal firm name and address]

[Indicate if firm is or is not an MBE or WBE]

[Indicate percentage of work]

[Indicate type of work to be performed (i.e. survey).]

Key Personnel

[List titles and names (three persons minimum)]

Repeat as necessary for all sub-consultants.

PROJECT TITLE

ATTACHMENT "B"

STAFFING TABLE

[Insert staffing table]

PROJECT TITLE

ATTACHMENT "C"

PROJECT SCHEDULE

[Insert bar chart schedule]

PROJECT TITLE

ATTACHMENT "D"

PAYMENT SCHEDULE

[Insert total amount of compensation and complete payment schedule]

For all of the Basic Services as described in Article I, Section A, the Consultant shall receive a total amount of __100%.

For Basic Services, payments shall be paid in accordance with the following payment schedule upon completion of each item:

Design Development Phase _____ %

Construction Documents Phase _____%

Bidding or Negotiation Phase _____%

Design Services during Construction Phase _____%

Project Close-Out (5% of Total Design Fee, minimum) (5%, min.)

Total: __100 %

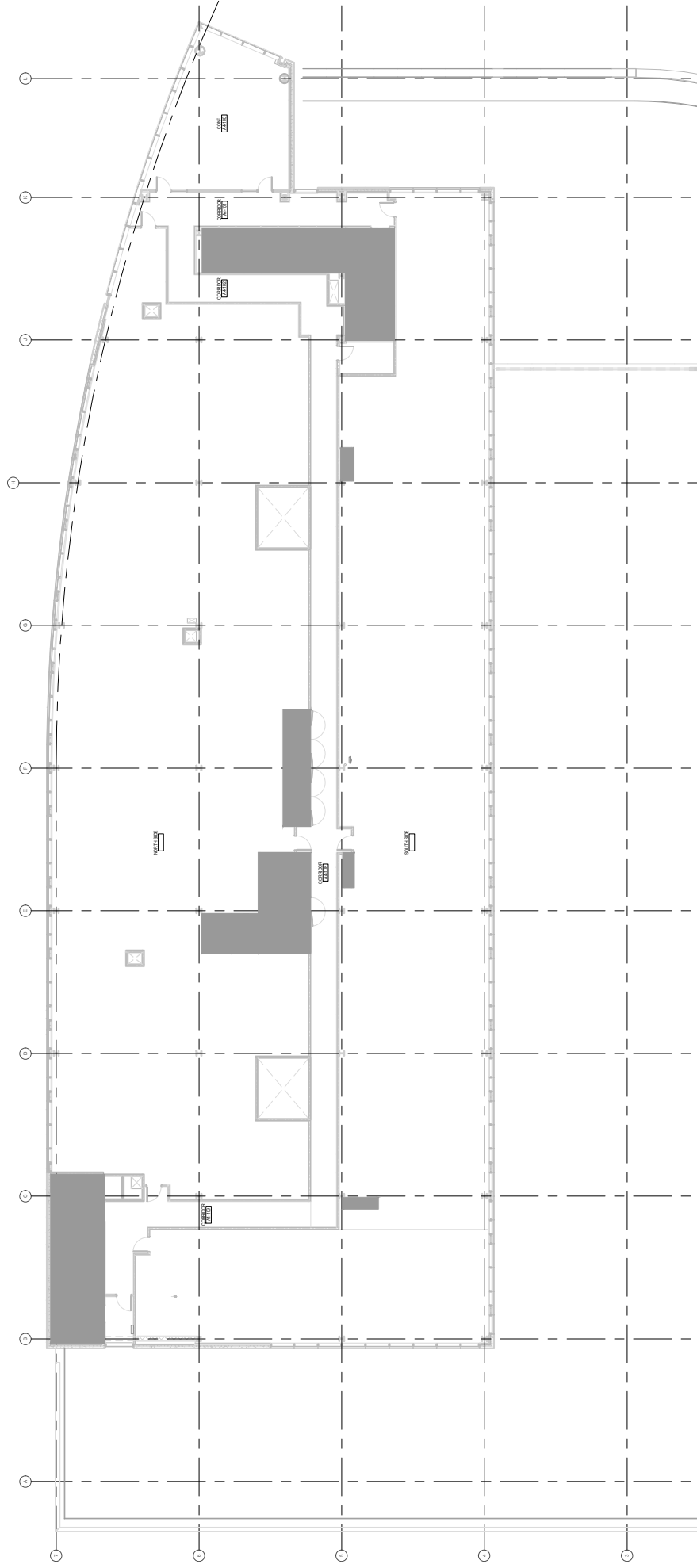
The Consultant shall be compensated and Philips shall be liable only for payment for services rendered under this Agreement. Philips shall not be liable for payment for any services rendered for a particular phase of the Project if the final product for that phase is not complete and delivered to Philips. However, Philips reserves the right, in Philips sole discretion, to pay for interim tasks.

PROJECT TITLE

ATTACHMENT "E"

DEVIATIONS

[Insert Additions and/or Exceptions to Scope of Work]





WESTCHESTER MEDICAL CENTER - AMBULATORY CARE PAVILION

LEVEL 3 - AS BUILT PLAN