



INVITATION FOR BIDS

IFB NO. WFF4BB5

FOR:
COOLING TOWER WATER MANAGEMENT
SERVICE CONTRACT

LOCATED AT

WESTCHESTER MEDICAL CENTER
(VALHALLA, NY)

BID OPENING: 4/11/2024

NOTICE TO CONTRACTORS

Westchester County Health Care Corporation

**INVITATION FOR BIDS
FOR IFB NO. WFF4BB5
COOLING TOWER WATER MANAGEMENT SERVICE CONTRACT
LOCATED AT
WESTCHESTER MEDICAL CENTER, VALHALLA, NEW YORK**

SEALED BIDS, will be received and accepted by the Westchester County Health Care Corporation (the “Corporation”), Facilities Department, Macy Pavilion, Room E004, Valhalla N.Y. 10595 until **4:00 p.m., April 11, 2024** and immediately thereafter, the Bids will be publicly opened and read aloud in the Department Conference Room. For additional bidding questions or information, call Joseph Fusco at (914) 538-4462 (email: joseph.fusco@wmchealth.org) or Mike Praskievicz at (914) 497-7451 (email: michael.praskievicz@wmchealth.org). Bidders, Subcontractors and other interested parties may obtain complete sets of the Bidding Documents from the website: <https://www.westchestermedicalcenter.com/procurement>. Please email contact above for inclusion in plan holder list so that you may be notified of addenda and clarifications if necessary.

Bidders’ inspection of the Corporation’s campuses will be by appointment by the Facilities Management Office at Macy Pavilion, Room E004, Valhalla, New York 10595.

The Corporation reserves the right to waive any informality in the bids, or to reject any and all bids. No Bidder may withdraw their bid within 45 days after the date of the bid opening.

It is the Corporation’s policy to encourage and support significant, meaningful participation by business enterprises owned and controlled by people of color and/or women (MBE/WBE) in contracts and projects funded by the Corporation.

SECTION I: INSTRUCTIONS FOR RESPONDING TO THIS BID SPECIFICATION

1. Prospective bidders should read this entire document. The Bidder must complete all sections of this bid and sign where indicated. Submission of this Bid represents acceptance of all terms, conditions and prices contained herein.
2. All Bidders must quote prices for the materials or service being requested in the places and formats indicated.
3. COMPLETED BIDS SHOULD BE HAND DELIVERED OR SENT TO THE ADDRESS IDENTIFIED BELOW AND MUST CLEARLY INDICATE THE IFB NUMBER AND DUE DATE SET FORTH ON THIS BID SPECIFICATION ON THE OUTSIDE OF THE ENVELOPE.
4. All completed bids must be received and accepted by the Facilities Department prior to **4:00 p.m.** on the prescribed Bid date. The Corporation is not responsible for any internal or external delivery delays that may cause the subject bid to arrive beyond 4:00 p.m. on the prescribed date, in the prescribed location. **No late or verbal bids shall be accepted.**
5. Failure to properly fill out the sections of this document may and can lead to rejection of your company's Bid.
6. Questions regarding the technical specifications of this Bid should be referred to **the Facilities Management Department at (914) 493-7912.**

SECTION II: GENERAL CLAUSES

A. TERM & TERMINATION OF SUBSEQUENT AGREEMENT

1. The term of the agreement awarded from this Bid Specification shall be for an initial term of one (1) year and shall commence on April 24, 2024 and terminate on April 23, 2025. The successful Bidder (the "Contractor" or "Vendor") will be required to execute an agreement (the "Agreement") in substantially the form as herein described. Additionally, the Corporation, at its sole option, shall have the option to extend this Agreement for up to four (4) additional one (1) year periods at the same prices (subject to annual adjustment as described below), terms and conditions by notifying the successful Bidder a minimum of thirty (30) days prior to the expiration of the applicable term.
2. The Agreement may be terminated by the Corporation upon thirty (30) days' notice, if the Corporation, in its sole discretion, deems such termination to be in its best interest. In such event, the Contractor shall be compensated and the Corporation shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination. Notice hereunder shall be effective on the date of receipt, which is presumed to be five (5) calendar days after mailing.
3. The Agreement may be terminated by the Corporation in the event that the Contractor breaches any of the terms of the Agreement and such breach remains uncured for ten (10) days' after service of written notice to the Contractor. Notice hereunder shall be effective on the date of receipt, which is presumed to be five (5) calendar days after mailing.
4. This bid and subsequent Agreement shall override any previous agreements for these services, except as otherwise provided herein.

B. RATES, QUOTES, PRICES & PAYMENT

1. The prices and quoted on the Bid Form, if accepted, shall be considered guaranteed and not adjustable rates for the term of the Agreement, regardless of the level of services actually used or purchased. No exclusive rights shall be granted, nor are any guarantees, promises or representations of any minimum amount of services given nor are any to be inferred from this bid, if accepted. The Contractor hereby waives any claims to lost or anticipated profits based on the Corporation's failure to use any of the services up to the full amount estimated in the Bid Form. Further, the Contractor hereby disavows and waives any claims, including without limitation, claims for direct, indirect, consequential, or special damage or lost or anticipated profits based on the Corporation's failure to utilize the Contractor's services.
2. The Bid Prices may be increased annually by the percentage, if any, that the Consumer Price index in the month of January of the current contract year has increased over the cost of living index in the month of January of the preceding contract year. In no event, however, shall the increase in the amount payable by the Corporation for the services rendered under the Agreement exceed three percent (3%) in any year. In the event the Consumer Price Index decreases during any term of this Agreement, the amount payable by the Corporation shall decrease accordingly, but in no event shall the amount payable decrease below the amount payable during the first year of the Agreement. For the purposes of this paragraph, the Consumer Price Index shall mean the Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor, New York, New York - Northern New Jersey - Long Island Area, all items (1982 - 1984 = 100).
3. The Corporation will NOT pay any boxing; crating, handling or insurance charges other than those identified in this Bid. Any freight to be paid by the Corporation must be include in this Bid and will be paid only to the Contractor. No third party freight bill shall be paid or accepted by the Corporation.
4. The Corporation is NOT subject to any federal, state or local taxes. Do **NOT** include any of these taxes when bidding or invoicing. Exemption Certificates will be furnished upon written request to the Corporation's Contracts Department.
5. The Specifications described in Section III may be changed, modified, increased or decreased based upon the needs of the Corporation. Changes in the cost of the work or services due to such changes, modifications, increase or decrease shall be determined in the following order: (a) reference to the prices, if any, set forth in the Contractor's bid; (b) mutually agreed upon unit or lump sum prices; or (c) the Contractor's actual cost of material minus any discounts and labor wage required for the work or services, as determined by an authorized representative of the Corporation plus twenty percent (20%) compensation for all items of profit and other expenses.
6. Invoices for the services rendered under the Agreement shall be provided monthly in arrears to an authorized Corporation representative. No other interpretation will be accepted. Any and all requests for payment to be made under the Agreement, including any request for partial payment made in proportion to the work completed, shall be paid only after approval by an authorized representative of the Corporation. All invoices submitted during each contract year shall utilize consecutive numbering and be non-repeating. In no event shall final payment be made prior to the completion of all services and the approval of same by an authorized representative of the Corporation. Invoices are to be itemized with a detailed breakdown of any and all charges and must reference the WMC contract number. Corporation shall pay all properly submitted and undisputed invoices within ninety (90) days from receipt of Contractor's invoice. Any references in the Agreement or in any other document to interest charges, late fees, restocking fees, cancellation charges or similar payments are hereby expressly excluded from the Agreement. Such amounts paid to the Contractor shall be full compensation for the services and related expenses. No payments will be made to the Contractor for out-of-pocket expenses; further, any reimbursement of such expenses will be honored only in accordance with and subject to the Corporation's Travel and Expense Policy for Contractors, copies of which are available upon request. The Corporation shall have the right to audit such

books and records of the Contractor reasonably pertinent to the subsequent Agreement at any time during the term hereof or within eighteen months following termination of such Agreement.

C. INDEMNIFICATION

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

F. INSURANCE REQUIREMENTS

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

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

- i. **Workers' Compensation.** Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York and Dutchess County, New York." (Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits' Policy, or both, a temporary permit may be issued if the employer completes form C-105.2 in duplicate. A copy of form C-105.2 is sent to the Worker's Compensation Board, Information Unit for investigation and report.) If the employer is self-insured for Worker's Compensation, he should present a certificate from the New York State Worker's Compensation Board evidencing that fact.
- ii. **Employer's Liability** with minimum limit of \$1,000,000.

iii. **General Liability** Insurance with a minimum limit of liability per occurrence of \$2,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$2,000,000 (c.s.l.), naming the Corporation as an additional insured. This insurance shall indicate on the certificate of insurance the following coverages:

1. Premises - Operations.
2. Broad Form Contractual.
3. Independent Contractor and Sub-Contractor.
4. Products and Completed Operations.

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

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

1. Owned automobiles.
2. Hired automobiles.
3. Non-owned automobiles.

v. **Cyber Liability:** Privacy and Information Security coverage with limits of at least \$5 million each claim and in the aggregate. This is to include coverage for intentional or unintentional disclosure of private personal or corporate information. Coverage must also extend to liability for transmittal of a virus or malicious code and denial of access/denial of service. Liability must include the cost of regulatory action, defense and fines/penalties where permitted by law, privacy breach notification, credit monitoring, and public relations expenses.

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

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

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

G. LAWS AND REGULATIONS

1. The Contractor expressly agrees that:

- (a) The Contractor shall comply, at its sole cost and expense, with the provisions of all applicable federal, state or local laws, ordinances, regulations or rules and any amendments or additions thereto, including without limitation, the New York State Labor law and Worker's Compensation Law, maintaining the confidentiality of patient records and information, including the prohibition on disclosure of confidential HIV related information and shall procure and maintain in full force and effect all required permits, licenses and approvals from all applicable governmental authorities. Without limiting the generality of the foregoing, in accordance with the requirements of the Deficit Reduction Act of 2005, Contractor agrees to adhere to the Corporation's Code of Conduct, and all relevant compliance policies, including without limitation, policies requiring the education of employees regarding the requirements of the Federal False Claims Act and New York State False Claims Act and obligating them to report actual or suspected violations to Corporation's management, Compliance Officer or the anonymous Compliance hotline. Further, the Contractor agrees that all work, apparatus, equipment, tools, supplies, chemicals, training, and methods used in the performances of the services under this Agreement shall conform to all laws, regulations, standards, and requirements, including, but not limited to, Occupational Safety and Health Administration, United States Environmental Protection Agency, Center for Disease Control, Joint Commission on Accreditation of Healthcare Organizations, New York State Department of Environmental Conservation, New York State Environmental Conservation, New York State Department of Health, Corporation Administrative Policy, Corporation Infection Control Policy, applicable sanitary codes, Westchester County Department of Health; American Disabilities Act;
- (b) FOR ANY WORK OR SERVICES SUBJECT TO THE REQUIREMENTS OF ARTICLES 9 OF THE NEW YORK STATE LABOR LAW, BUILDING SERVICE EMPLOYEES IN THE EMPLOY OF THE CONTRACTOR, SUBCONTRACTOR OR OTHER PERSON DOING OR CONTRACTING TO DO THE WHOLE OR A PART OF THE AGREEMENT SHALL BE PAID THE PREVAILING WAGE RATES AND PROVIDED SUPPLEMENTS (INCLUDING, BUT NOT LIMITED TO, HEALTH, WELFARE, NON OCCUPATIONAL DISABILITY, RETIREMENT VACATION BENEFITS, HOLIDAY PAY, LIFE INSURANCE AND APPRENTICESHIP TRAINING) AS REQUIRED BY THE NEW YORK STATE LABOR LAW.
- (c) Pursuant to the provisions of subparagraph (I) of Section (V)(1) if the Social Security Act as amended by Section 952 of the Omnibus Reconciliation Act of 1980, or regulations adopted pursuant thereto, the Contractor shall, until the expiration of four (4) years after furnishing services under this Agreement, make available upon the request of the Secretary of Health and Human Services or the Comptroller General or its representative, this Agreement, invoices for services rendered, and supporting documents and records as may be necessary to verify the nature and costs of this Agreement;
- (d) If the Contractor carries out any of the duties hereunder through a subcontract having a value or cost of \$10,000.00 or more over a twelve month period, such subcontract shall contain a clause to the effect that, until expiration of four (4) years after furnishing of such services pursuant to such subcontract, the subcontractor shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States or any of their duly authorized representatives, copies of the subcontract necessary to verify the nature and extent of the cost of such subcontract.

2. The Contractor shall instruct and provide its employees with written procedures for safety and protection concerning the nature of toxic substances, which they may encounter in the course of providing services under the agreement, in accordance with OSHA and Article 28 of the New York State Labor Law.
3. Background Check. Contractor further agrees that all individuals employed or otherwise engaged by Contractor and assigned to provide Services on Corporation's or premises hereunder ("Contractor Representatives") will be subject to a background check substantially similar to the inquiries made by the Corporation with respect to its own employees and that the Corporation has the right to deny any Contractor Representative access to its facilities based on the results of such inquiry.
4. Conduct.
 - a. General Conduct. Contactor and Contractor Representative shall adhere to the following:
 - i. Compliance with the instructions pertaining to conduct and regulations issued by the Corporation including but not limited to Code of Conduct, Sexual Harassment Policy, and Anti-Discrimination Policy, (copies of which shall be made available to Contractor upon request).
 - ii. Contractor shall submit data on each of its Representatives assigned to perform Services at the Corporation's sites, prior to or at the time of assignment. No Contractor Representatives shall be assigned to perform Services without the prior written consent of the Corporation.
 - iii. Contactor shall not unilaterally remove and/or transfer any personnel assigned to perform Services without the consent of the Corporation.
5. Appearance. Corporation reserves the right to refuse to utilize the Services of Contractor Representatives without an appropriate, complete and satisfactory appearance.
6. Uniforms.
 - i. Contractor shall ensure all Contractor Representatives are dressed in clean, neat uniforms; no jeans, scrubs, or dress other than Contractor provided uniform are allowed.
 - ii. All uniforms must be approved by an authorized representative of the Corporation, respectively.
 - iii. All Contractor Representatives on duty performing services shall be neatly dressed, wear clean and pressed uniforms and well-groomed at all times. The uniforms shall consist of shirt/blouse and/or pants/skirt.
 - iv. All uniforms used by the Contractor Representatives performing Services on the Corporation's premises shall be furnished by Contractor at no additional cost to the Corporation.
7. Identification. Contractor Representatives shall display contractor & Corporation ID badges above waist at all times while on service
 - i. Contractor shall provide all its Representatives performing services on the Corporation's premises with appropriate photo identification badges, as approved by the Corporation.
 - ii. Corporation shall provide Representatives Identification badge at no cost to the Contractor or its personnel. Contractor shall ensure that the Corporation Identification Badge is worn, clearly displayed and visible at all times. Contractor Representatives shall notify the Corporation's Security Office immediately of a lost or stolen Corporation Identification badge. The Corporation may issue a replacement Corporation Identification to Contractor Representative at the current replacement cost rate of \$15.00.

8. Miscellaneous.
 - i. Contractor Representative shall not wear jewelry, ball caps, head ornaments or other inappropriate garments or headgear while performing the Services.
 - ii. Contractor Representative are prohibited from wearing headphones or any other device which impairs hearing while on duty. Representatives are also prohibited from using personal communications and/or cell phone while on duty.
9. Improper Conduct. Notwithstanding anything herein to the contrary, in the event that any Contractor Representative assigned to perform Services hereunder is found to be unacceptable to the Corporation for any reason, the Corporation shall notify Contractor of such fact and Contractor shall immediately take appropriate action, which may include immediate removal of such Representative from Corporation's premises if the Corporation so requests, and replace with another Representative acceptable to the Corporation.
10. Health Clearance. Contractor Employees providing Services on Corporation premises must be in good health and Contractor, at Contractor's sole cost, shall be responsible for ensuring that all such Contractor Employees meet the health, immunization and infection control criteria required by Corporation, including COVID-19 vaccination, as may be modified from time to time.
11. Restricted Access to Clinical Areas. Contractor shall not access clinical areas of Corporation's premises in connection with Contractor's performance of the Services unless, prior to permitting any Contractor Representative to provide Services on-site at Corporation's premises, Contractor ensures that each Contractor Representative has submitted a certification, (in a form reasonably required by Corporation) signed by a licensed health care provider or certifies through Corporation's Contractor credentialing program, that he or she has undergone a physical examination meeting the requirements set forth under Title 10 of the New York Codes, Rules and Regulations. Contractor shall provide Corporation with a signed health clearance form or certification through Corporation's Contractor credentialing program prior to the arrival of any Contractor Representative at Corporation's premises for the provision of Services.

H. INDEPENDENT CONTRACTOR

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

I. MATERIALS & WORKMANSHIP

1. All services performed and equipment supplied shall comply in all respects with applicable federal, state and local laws, rules, orders and regulations and shall be carried out by the Contractor in a thoroughly workmanlike manner and shall in all respects be in accordance with current industry standards and accepted trade practices. The Contractor warrants that it possesses the requisite skill, knowledge, experience and resources to perform the services required under the Agreement. The Contractor shall be responsible for the timely performance and professional quality of all services provided by or through the Contractor under the Agreement.

J. WAIVER

1. No waiver by either party of any condition or of the breach by the other party of any term or covenant contained in the Agreement, whether by conduct or otherwise, at any time or in any one or more instances shall be deemed or construed as a further or continuing waiver of any such condition or breach of any similar or dissimilar term or covenant set forth in this Agreement. Moreover, the failure of either party to exercise any right hereunder shall not bar the later exercise thereof.

K. CONFIDENTIAL INFORMATION

1. The Contractor acknowledges and understands that in providing any of the services hereunder to the Corporation, the Contractor and its employees may have access to certain proprietary information. The Contractor agrees to take all the necessary steps to observe and maintain the confidentiality of such information and further agrees to ensure that each of its employees, agents, and representatives assigned to provide the Services to the Corporation shall maintain such information confidential to the fullest extent permitted by law. To the extent the Contractor, its employees, agents, and representatives, have access to patient records, the Contractor, its employees, agents, and representatives shall observe and maintain patient confidentiality of records and related information to the extent required by applicable federal, state and local laws.
2. Confidential, trade secret, or proprietary materials must be clearly marked and identified as such upon submission by the Bidder. Bidders must provide specific justification as to why disclosure of particular information in the Bid would cause substantial injury to the competitive position of the Bidder. Properly identified information that has been designated confidential, trade secret, or proprietary by the Bidder will not be disclosed except as may be required by the Freedom of Information Law or other applicable state or federal laws. In the event that the Corporation determines that the law requires that confidential information be disclosed, the Corporation will notify the Bidder so that it may take whatever steps it deems appropriate.

L. NO PUBLICATION WITHOUT CONSENT

1. Neither Party shall, without first obtaining the written consent of the other Party, advertise or publish the fact that the Contractor or Corporation has contracted to furnish or receive the Services covered by the Agreement. The Contractor agrees that it will not use the Corporation's name, trademark, service mark, tag line or other designator of the Corporation for any purpose within the market place unless the use of each item is specifically given approval by the Corporation.

M. OWNERSHIP OF RECORDS

1. All records compiled by Contractor in providing and completing the Services, including but not limited to written reports, studies, computer protocols, graphs, charts and all other similar recorded data, shall become and remain the property of the Corporation. Contractor may retain copies for its own use, all of which shall be subject to all confidentiality requirements set forth herein.

N. PROTECTED HEALTH INFORMATION

1. The Parties shall comply in all respects with the provisions of the Health Insurance Portability and Accountability Act of 1996 "HIPAA" and all regulations promulgated thereunder. The Parties further agree to comply with the Standards for Privacy of Individually Identifiable Health Information, hereinafter "Privacy Regulations", including the "Business Associate" provisions stated therein. Contractor shall maintain all patient-related information to which it has access in performing hereunder, including but not limited to medical records (collectively, "Confidential Patient Information"), in the strictest confidence in accordance with all applicable laws and regulations. Without limiting the foregoing, Contractor represents that (i) its personnel have been trained in and will comply with the confidentiality and disclosure requirements set forth in Title 10 of N.Y.C.R.R., including those concerning HIV/AIDS related information; as well as HIPAA, including compliance with the requirements set forth in WMC's Notice of Privacy Practices and (ii) Contractor will enter into and comply with Corporation's form of Business Associate Agreement.

O. REPRESENTATIONS AND WARRANTIES

1. Conflicts of Interest. The Contractor represents, to the best of its knowledge, that no employee, officer, or director of, and no physician or physician practice affiliated with, Corporation has a financial interest in the Contractor. The Contractor further agrees that if it discovers or otherwise becomes aware that an employee, officer, or director of, or a physician or physician practice affiliated with, Corporation has a financial interest in the Contractor, Contractor shall promptly disclose that financial interest to Corporation, in writing. To the extent that a financial interest is disclosed by Contractor in accordance with this Section, the Parties agree to make good faith efforts to resolve any conflict of interest, provided however, in the event that such conflict of interest cannot be resolved, Corporation, at its option, may declare any agreement between the Contractor and Corporation null and void. For purposes of this Section, the term "financial interest" shall include the following transactions or relationships: (a) payment of fees including consulting fees, royalty fees, honoraria, or other emoluments or "in kind" compensation; (b) any gift of more than nominal value; (c) service as an officer or director of Contractor whether or not remuneration is received for such service; or (d) an ownership interest in Contractor, except that a shareholder owning less than a majority of shares of a publicly traded entity shall not be deemed to have a financial interest for the purposes of this Section.
2. Eligibility for Governmental Programs. Contractor represents that (a) it has not been convicted of a criminal offense related to health care; (b) it is not currently listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs; and (c) it is not currently listed by the State of New York, any political subdivision of the State of New York or any public benefit corporation or public authority as debarred, excluded or otherwise ineligible to contract with such public entity. For purposes of this paragraph, "Contractor" is defined as the entity entering into this contract, and/or its principals, employees, directors and officers and shareholders (provided, however, that, if Contractor is publicly traded, the term "Contractor" shall not include shareholders owning publicly traded shares of Contractor).
3. Personal Inducements. Contractor represents and warrants that no cash, equity interest, merchandise, equipment, services or other forms of remuneration have been offered, shall be offered or will be paid or distributed by or on behalf of Contractor to Corporation and/or its employees, officers or directors, any other Corporation-affiliated person or entity (including any physician or physician practice privileged by or affiliated with Corporation), or the immediate family members of any of the foregoing as an inducement to purchase or to influence the purchase of Services by Corporation from Contractor.
4. Government Access to Records. Contractor and Corporation agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). Contractor further specifically agrees that until the expiration of four (4) years after the expiration or termination of this Agreement, Contractor shall make available, upon written request of the Secretary of the Department of Health and Human Services, the Comptroller General or any of their duly authorized representatives, this Agreement and the books, documents and records of Contractor that are necessary to verify the nature and extent of the costs charged to Corporation hereunder. Contractor further agrees that if Contractor carries out any of the duties of this Agreement through a subcontract with a related organization with a value or

cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or the Comptroller General or any of their duly authorized representatives, the subcontract and all books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

P. APPLICABLE LAW

1. This Bid Specification and the Agreement shall be construed in accordance with the laws of the State of New York regardless of any conflict of law's provisions. Any action or proceeding related to or arising directly or indirectly out of this Bid Specification or the Agreement shall be commenced and maintained in the New York Supreme Court, Westchester County or the Federal District Court for the Southern District of New York

Q. HEADINGS

1. The headings of the sections hereof are inserted for convenience only and in no way define, limit or prescribe the intent of the Bid Specification and/or the Agreement.

R. INVALIDITY OF PROVISIONS

1. If any provision of this Bid Specification and/or Agreement or the application of any provision hereof to any person or circumstance is held invalid or determined to be unlawful or contrary to public policy, the term of the Agreement and the application of such provision to the persons or circumstances shall not be affected unless the invalid provision substantially impairs the benefits of the remaining portions of the Agreement.

S. NON DISCRIMINATION

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

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

T. MWBE PARTICIPATION

1. It is the Corporation's policy to use its best efforts to encourage and support significant, meaningful participation by business enterprises owned and controlled by people of color and/or women (MBE/WBE) in contracts and projects funded by the Corporation and develop a policy to efficiently and effectively monitor such participation.

U. SEXUAL HARASSMENT POLICY

1. (a) It is the policy of the Corporation to prohibit sex discrimination, including sexual harassment of its employees in any form. The Corporation will take all steps necessary to prevent and stop this occurrence of sexual harassment in the workplace.
 - i. This policy applies to all Corporation employees and all personnel in a contractual relationship with the Corporation. This policy shall apply to the conduct of non-Corporation employees in the Corporation workplace.
 - ii. This sexual harassment policy includes, but is not limited to, inappropriate forms of behavior described by the Equal Employment Opportunity Commission.
- (b) Sexual advances that are not welcome, request for sexual favors and other verbal or physical conduct of a sexual nature constitutes sexual harassment when:
 - i. Submission of such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
 - ii. Submission to or rejection of such conduct by an individual is used as the basis of employment decisions, such as promotions, transfer, or termination, affecting such individual; or
 - iii. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

V. HAZARDOUS CHEMICALS & MATERIALS

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

One Copy to: Safety Officer
Westchester Medical Center

Macy Pavilion Room E004
Valhalla, New York 10595

5. The Contractor shall be responsible for the use and storage of hazardous materials and chemicals on Corporation property. The Contractor's policy on hazardous materials and waste shall be submitted for an annual review..
6. The Contractor shall provide adequate training and proper handling of chemicals and hazardous waste to its employees. The following information shall be provided in the training:
 - (a) The name or names of the substances including the generic or chemical name.
 - (b) The trade names of the chemical or substance.
 - (c) The level at which exposure to the substance is hazardous, if known.
 - (d) The effects of exposure at hazardous levels.
 - (e) The symptoms of such effects.
 - (f) The potential for flammability, explosion and reactivity of the substance.
 - (g) Appropriate emergency treatment.
 - (h) Proper conditions for safe use and exposure to the substance.
 - (i) Procedure for cleanup and spills.
7. The Contractor shall maintain proper training and information documentation for its employees. Copies of the training records shall be made available upon request.
8. The Contractor shall secure any chemicals, materials and equipment to prevent tampering by any person in the Corporation buildings while performing any services. No materials or equipment shall be stored adjacent to or near Corporation buildings or food areas during the performance of the services.
9. The Contractor shall remove and dispose of all excess and/or unneeded chemicals, materials or equipment after any services are performed. No excess chemicals are to be stored on the Corporation property for more than 90 days and must be stored in designated satellite accumulation areas.

W. PROPERTY DAMAGES

1. When or where any direct or indirect damage or injury is done to the property by or on account of any act of omission, neglect or misconduct on the part of the Contractor in the execution of the work, such property shall be restored by the Contractor at his expense, to a condition equal to that existing before such damage or injury was done or he shall make good such damage or injury in such other manner as may be acceptable to the Corporation.
2. The Contractor shall assume full responsibility for the equipment employed in the execution of the work hereunder and agrees to make no claims against the Corporation for damages to such equipment from any claims whatsoever.
3. All property of the Contractor or its employees or agents brought, kept, used or left on Corporation premises shall be at the sole risk of the Contractor, its employees or agents, and the Contractor shall be responsible for all loss or damage to its equipment and property.
4. In the event of damage to Corporation property by the Contractor, the Corporation reserves the right to immediately effect both temporary and permanent repairs at the expense of the Contractor. The Corporation shall provide written notice of any damage requiring repair and Contractor shall assume responsibility for the repairs.

X. ASSIGNMENT

1. The award or the Agreement may not be assigned in whole or in part, nor may any obligation hereunder be subcontracted by the Contractor without the prior written consent of the Corporation. Any such assignment or subcontract shall not relieve the Contractor of its obligations therein.

Y. FORCE MAJEURE

1. **Force Majeure.** Neither Party shall be deemed to be in default of or to have breached any provision of the Agreement as a result of any delay or failure in performance due to reasons beyond such Party's reasonable control. If such a delay occurs, the affected Party may extend the time for performance by a period of time equal to the delay. Notwithstanding the foregoing, if a force majeure event is claimed by Contractor and such event continues for more than five (5) business days, Corporation shall have the right and option to terminate this Agreement. Notwithstanding the foregoing, Contractor performance shall neither be excused nor delayed due to the Covid-19 pandemic.

Z. CONTRACTOR QUALIFICATIONS & DOCUMENT SUBMISSION

1. Contractor must provide with the Bid, profiles of at least four personnel showing they are certified and/or authorized to service equipment covered under the contract.
2. Contractor shall provide with the Bid, a listing of at least three other customers for whom they currently provide the same or similar service in accounts of equal or greater size and complexity.
3. Contractor must be able to purchase parts directly from the manufacturer for the equipment listed and also maintain an inventory of standard repair parts at the Contractor's service office. Contractor shall stock the most frequently used repair parts to be utilized. Parts not in stock must be obtained within next business day. All parts shall be factory-approved replacement parts.
4. Contractor must maintain a principal service office within 25 miles of the Westchester Medical Center.
5. Contractor must list the names of employees certified and/or authorized with at least one years' experience to service Equipment.
6. Contractor must list the name, telephone number, and business person of three clients for whom they currently supply the same or similar service in accounts of equal size and complexity to the Corporation

AA. MISCELLANEOUS

1. The Corporation reserves the right to reject any or all bids or any portion thereof. The Corporation in its sole discretion shall determine whether any irregularities contained in any bid are minor in nature and susceptible of being waived or whether it is in the best interest of the Corporation to insist on strict compliance with the requirements of the Bid Specifications.
2. Contractors whose performance (including delivery, customer service, etc.) has been documented to be unacceptable will be removed from the Bidders' list for all future business. In addition, this award or subsequent Agreement may be canceled at any time for lack of Contractor performance.
3. All awarded Agreements must be properly signed and executed prior to payment for any services performed. The Corporation will issue its own Agreement memorializing the terms contained herein and will not agree to sign any other document.

4. The terms and conditions of this Bid shall become part of the Agreement between the awarded Bidder and the Corporation.
5. No special parking is provided by the Corporation to the Contractor or its staff and employees. However, subject to availability, Contractor's staff and employees may be permitted to utilize Corporation parking facilities at the non-Corporation employee rates. If the Corporation determines that the Contractor's employees are (i) parking illegally (*i.e.*, parking without paying) in the Corporation's parking facilities and (ii) such illegal parking has taken place with the knowledge and acquiescence of the Contractor or any of its key management staff ("Willful Violation"), then, in that event the Corporation, may deduct the estimated amount of any lost parking revenue from any amounts due or to become due to the Contractor. This Agreement may be terminated for a second or subsequent Willful Violation of the Corporation's parking policies.
6. Submission of this Bid represents acceptance of all terms, conditions, and prices contained herein.

Preface

- a) Westchester Medical Center's Facilities Department (WMCFD) requests a contracted service for their Cooling Towers Water Management Plan and associated work as mentioned below.
- b) WMCFD requests a contracted service to keep the hospital in compliance with NYS DOH Legionella Compliance in accordance to NYSDOH Subpart 4.1 including, but not limited to, the following:
 - o Cooling Tower quarterly updates as required on the NYSDOH Portal. Sign-in credentials to be provided.
 - o Annual Certifications of all cooling towers
 - o Cooling Tower visual inspections at a minimum of 90-day intervals
 - o Legionella Sampling at a minimum of 90-day intervals
 - o Bacteria indication sampling at a minimum of 30-day intervals

SCOPE

- a) Require all above NYSDOH mentioned items to have reports provided on a monthly basis to WMCFD Management.
- b) Require to have monthly meetings with the contracted service to review the WMP, upcoming scheduling and everything relative to the contract.
- c) Require that monthly onsite visits occur for equipment calibrations and checks for Cooling Tower chemical stations along with sampling that is needed.
- d) Require chemical stations to be kept in a neat and organized fashion, with labeling clearly present, SDS sheets available, and spill prevention/containment measures in place.
- e) Require that documentation be provided for contractor staff handling and transferring of chemicals, along with any credentials for any license/permit for applicators, technicians or handlers.
- f) Require trainings as needed for Facilities Staff members for familiarization and application of the equipment.
- g) Require annual cleanings and disinfections of all Cooling Towers pre-season for those towers that are not able to be run throughout the winter, and at a disclosed time for our winter-mode towers/cells. A report showing before and after images, chemicals and methods used is required. Additional cleanings as needed will be priced as a separate/add-on quote.
- h) Require annual mid-Summer hyper-halogenations for all cooling towers as a best practice for legionella prevention. A report showing injection chemical used, PPM, time elapsed and results is required.
- i) Require that pricing be provided to either purchase or lease all equipment needed for Cooling Tower chemical feed stations including, but not limited to the following: chemical basins, chemical feed pumps, controllers, strainers, valves, piping, and tubing.
- j) Require to have 3 total Water Features/Fountains included in the WMP. All 3 are seasonal and are online for approximately 8 months out of the year. WMCFD maintains all by their own chemical treatment, operational functionality, and periodic cleanings. Needed are 8 months of bacteria indicating samples along with less than 90-day legionella sampling. Service reports and lab analysis are required.
- k) Require offsite and off-hour availability to the contractor/vendor incase or emergencies, urgent information requests, etc.
- l) Require that all closed loops be managed at an annual interval for initial testing, chemical addition as a result of initial testing, and analytical evaluation. Identify and assist with issues or concerns with loop chemistry and findings. There are 19 closed loops across 7 buildings.
- m) Require that additional samples be taken and sent for lab analysis as needed. This will be priced as a separate/add-on quote.
- n) Require that preferred/ utilized Lab have their information and credentials shared while also keeping us up to date on any changes that may or may not take place.

PRICING

- a) Annual pricing should be provided for a 1 year term. Price increases for renewal years, if any, will be at the same price, subject to the provisions of Section II.B.2 above.

EQUIPMENT

- a) Cooling Towers:
 - Main Hospital – 13 Evapco Cells (5 of 13 have winter-mode)
 - ACP – 2 Marley Cells (2 of 2 have winter-mode)
 - Macy Pavilion – 4 Evapco Cells
 - MFCH – 3 BAC Cells
 - Cedarwood – 3 BAC Cells
- c) Closed Loops:
 - 19 Closed Loops consisting of:
 - Macy Pavilion:
 - Chilled Water & Hot Water
 - Children’s Hospital Plant:
 - Hot Water, Chilled Water & Reheat Glycol
 - Main Hospital Plant:
 - Chilled Water Loop, Dual Temp Loop, Reheat Loop & Perimeter Heating Loop
 - ACP Building:
 - Chilled Water Loop, Hot Water Loop & Dual Temp Loop
 - Cedarwood Building:
 - Hot Water Loop, Dual Temp Loop & Chilled Water Loop:
 - Taylor Care Pavilion:
 - Dual Temp Loop & Hot Water Loop
 - Behavioral Care:
 - Dual Temp Loop & Hot Water Loop
- b) Water Feature/Fountains:
 - Main Hospital Front Entrance
 - Macy Courtyard
 - TCC Courtyard

SECTION IV: BID PROPOSAL

A. BIDDER'S QUESTIONNAIRE AND INFORMATION

1. COMPANY NAME:

2. COMPANY ADDRESS:

3. COMPANY CONTACT:

4. PHONE NUMBER & FACSIMILE NUMBER:

5. FEDERAL ID OR SOCIAL SECURITY NUMBER:

6. Please state the number of years and type of training and experience with servicing each type of equipment listed in Section III of this Bid Specification.

7. List the names and addresses of three (3) Customers to whom you currently inspect, repair and service the equipment listed in the Bid Specification or similar equipment. _____

8. List at fully certified and/or qualified service technicians able to perform the services to the equipment listed in the Bid Specifications currently employed by the Contractor _____

9. Do you have parts for the equipment identified in this Bid Specification on inventory?

(a) Can you purchase these parts directly from the manufacturer? If so, list the names of the manufacturer.

(a) Are you an authorized representative of any of the manufacturers listed in (a) above? If so, list the names of the manufacturers which you are authorized to represent. _____

B. BID FORM

THE PRICES QUOTED IN THIS BID FORM, IF ACCEPTED SHALL BE CONSIDERED GUARANTEED, UNADJUSTABLE PRICES FOR THE TERM OF THE AWARD AND THE SUBSEQUENT AGREEMENT, SUBJECT ONLY TO ANNUAL ADJUSTMENT IN ACCORDANCE WITH SECTION II.B.2 ABOVE, REGARDLESS OF THE QUANTITY OF EQUIPMENT, MATERIAL OR THE SERVICES ACTUALLY USED OR PURCHASED, AS SET FORTH IN THIS BID SPECIFICATION.

Base Bid Price Per Scope		Annual Price	\$ _____
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Unit pricing information		Additional cleaning & disinfection of 1 cooling tower cell & basin	\$ _____
		Additional legionella sampling and lab analysis	\$ _____
		Additional bacteria sampling indication and analysis	\$ _____
		Additional hyper-chlorination of a cooling tower set	\$ _____
		Additional loop sample, analysis and treatment	\$ _____

C. Non-Collusion Certification

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

- (i) All information identified in this Bid is true, accurate and complete; and
- (ii) the prices in this Bid have been arrived at independently, without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor, and
- (iii) Unless otherwise required by law, the prices that have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the bidder prior to the opening, directly or indirectly, to any other competitor, and
- (iv) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Name of Bidder/Company

Name of Company Official *See Below

Signature of Company Official (Sign in Blue Ink Only)

Print Name

Date

Email Address

D. Diversity Practices Questionnaire

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

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

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

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

3. What percentage of your company's overhead (i.e. those expenditures that are not directly related to the provision of goods or services to your company's clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to New York State certified minority- and women-owned business enterprises as suppliers/contractors?¹

4. Does your company provide technical training² to minority- and women-owned business enterprises? Yes or No

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

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

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

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

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

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

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

7. Does your company plan to enter into partnering or subcontracting agreements with New York State certified minority- and women-owned business enterprises if selected as the successful respondent? Yes or No

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

Signature of Owner/Official

Printed Name of Signatory

Title

Name of Business

Address

City, State, Zip

E. Minority and Women-Owned Business Enterprises Questionnaire

SOLICITATION:

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

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

QUESTIONS:

Name of Business: _____

Address: _____

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

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

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

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

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

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

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

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

Name of Business: _____

Signature: _____

(Print Name)