



# **REQUEST FOR PROPOSALS**

**Comprehensive Central Sterile**

**Processing Services**

**For**

**WMCH Health Network**

**RFP #: WF01b64**

**RFP Issue Date: September 9, 2024**

**Proposal Due Date: October 11, 2024**

**WESTCHESTER MEDICAL CENTER  
CENTRAL STERILE PROCESSING**

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

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Attachment A – Network Case Volume Details & Central Sterile Floor Plans

Attachment B – Standard Terms and Conditions

- Schedule B-1 – Insurance Requirements

Attachment C – WMC Travel and Expense Policy for Vendors

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Attachment E – Disclosure of Prior Non-Responsibility Determinations

Attachment F – State Finance Law Affirmation

Attachment G – M/WBE and EEO Compliance Documentation Forms

# 1. Introduction and Background

## 1.1 Purpose of the Request for Proposals

The WMCHHealth Network (“WMCHHealth”) is issuing this Request for Proposal (“RFP”) to identify, select and engage one or more qualified vendors to provide comprehensive Central Sterile Processing (CSP) services for the healthcare facilities listed below. These facilities (each, a “site”, collectively “the sites”) include:

- Westchester Medical Center’s Valhalla campus- Valhalla, New York
- MidHudson Regional Hospital of Westchester Medical Center- Poughkeepsie, New York
- Good Samaritan Hospital- Suffern, New York
- St. Anthony Community Hospital- Warwick, New York
- Bon Secours Community Hospital- Port Jervis, New York
- HealthAlliance Hospital- Kingston, New York

The selected vendor will be responsible for ensuring the highest standards of cleanliness, sterilization, and readiness of medical and surgical instruments and equipment. The services sought include, but are not limited to, the following:

1. Instrument Decontamination and Cleaning:
  - a. Thorough cleaning of all surgical and medical instruments using industry-standard procedures and best practices.
  - b. Implementation of stringent decontamination protocols to eliminate all biological contaminants.
2. Sterilization:
  - a. Sterilization of instruments using appropriate methods such as steam sterilization, low-temperature sterilization, and other techniques as required.
  - b. Regular maintenance and validation of sterilization equipment to ensure optimal performance and compliance with regulatory standards.
3. Instrument Assembly and Packaging:
  - a. Accurate assembly of instrument sets according to surgical case requirements.
  - b. Packaging and labeling of sterilized instruments and equipment in a manner that maintains sterility and facilitates easy identification and access.
4. Inventory Management:
  - a. Efficient management of instrument inventory, including tracking usage, performing routine inspections, and managing repairs or replacements as needed.
  - b. Implementation of a reliable inventory tracking system to ensure the availability of necessary instruments and supplies.
5. Quality Control and Assurance:
  - a. Adherence to stringent quality control measures to ensure the integrity and sterility of all processed instruments.
  - b. Regular auditing and reporting of sterilization processes and outcomes to identify areas for improvement and ensure compliance with healthcare standards and regulations.
6. Staff Training and Education:

- a. Provision of ongoing training and education for CSP staff to keep them updated on best practices, new technologies, and regulatory changes.
  - b. Certification and continuous professional development of staff to maintain high standards of competence and performance.
7. Compliance and Regulatory Adherence:
- a. Ensuring compliance with all relevant local, state, and federal regulations, as well as industry standards and guidelines.
  - b. Regular review and updating of CSP policies and procedures to align with current best practices and regulatory requirements.
8. Emergency and On-Call Services:
- a. Provision of emergency and on-call CSP services to address urgent needs and ensure continuous availability of sterile instruments for patient care.

## 1.2 Background

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

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

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

### **Westchester Medical Center (WMC)**

Located in Valhalla, New York, Westchester Medical Center (WMC) serves as the flagship hospital of WMCHHealth. Renowned for its advanced medical and surgical capabilities, WMC is a Level I Trauma Center offering comprehensive emergency care. The hospital is home to specialized centers of excellence, including the Heart and Vascular Institute, Cancer Institute, and Neurosciences Center. As an academic and research institution affiliated with New York Medical College, WMC is committed to training future healthcare professionals and conducting groundbreaking research.

### **Maria Fareri Children's Hospital**

Maria Fareri Children's Hospital, located within the Westchester Medical Center campus, is the premier pediatric hospital in the Hudson Valley. It offers a nurturing environment for young patients, providing specialized care from neonatology to pediatric oncology. The hospital is dedicated to ensuring that every child receives the most advanced and compassionate care available, supported by a team of leading pediatric specialists.

### **Behavioral Health Center at Westchester Medical Center**

The Behavioral Health Center at Westchester Medical Center offers comprehensive mental health and psychiatric services for children, adolescents, and adults. This center provides a wide range of treatments, including inpatient and outpatient programs, ensuring that individuals receive the support and care they need to achieve mental wellness.

### **MidHudson Regional Hospital**

Situated in Poughkeepsie, New York, MidHudson Regional Hospital provides high-quality healthcare services to the Mid-Hudson Valley region. This hospital focuses on delivering patient-centered care across various medical specialties, including orthopedics, cardiology, oncology, and mental health services. MidHudson Regional Hospital boasts a fully equipped emergency department and extensive inpatient and outpatient rehabilitation programs, ensuring comprehensive care for all patients.

### **Good Samaritan Hospital**

Located in Suffern, New York, Good Samaritan Hospital is a community hospital committed to providing high-quality medical care. The hospital offers a full spectrum of services, including emergency care, maternity services, and specialized programs in cardiology, oncology, and orthopedics. Good Samaritan Hospital plays a vital role in the health and well-being of the communities it serves.

### **St. Anthony's Community Hospital**

St. Anthony's Community Hospital in Warwick, New York, is dedicated to delivering exceptional healthcare services in a compassionate and patient-centered environment. The hospital provides comprehensive medical and surgical care, including emergency services, primary care, and specialty care in areas such as cardiology, orthopedics, and women's health.

### **Bon Secours Community Hospital**

Bon Secours Community Hospital, located in Port Jervis, New York, is committed to improving the health of its community through comprehensive medical services. The hospital offers emergency care, inpatient and outpatient surgical services, and a variety of specialty care services. Bon Secours Community Hospital emphasizes a holistic approach to health, integrating medical care with wellness programs and community outreach.

### **HealthAlliance Hospital**

HealthAlliance Hospital, located in Kingston, New York, provides a wide range of healthcare services to the residents of Ulster County. The hospital offers advanced medical and surgical care, including emergency services, oncology, cardiology, and orthopedics. HealthAlliance Hospital is dedicated to promoting health and wellness through innovative treatments and community health initiatives.

### **Margaretville Memorial Hospital**

Located in Margaretville, New York, Margaretville Memorial Hospital is a critical access hospital providing essential healthcare services to rural communities. The hospital offers emergency care, primary care, and a range of specialty services, ensuring that residents have access to high-quality medical care close to home. Margaretville Memorial Hospital is committed to addressing the unique healthcare needs of its community through personalized and compassionate care. Margaretville Memorial Hospital is not included in the scope of this RFP.

### 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:

- |   |  |
|---|--|
| <ol style="list-style-type: none"><li>Stephanie Rosenthal<br/>Vice President, Network Perioperative Services<br/>Westchester Medical Center<br/>Macy Pavilion- Suite 219<br/>100 Woods Road<br/>Valhalla, NY 10595<br/><a href="mailto:Stephanie.Rosenthal@wmchealth.org">Stephanie.Rosenthal@wmchealth.org</a></li></ol> | <ol style="list-style-type: none"><li>James Crecco<br/>Assistant Vice President, Operations<br/>Westchester Medical Center<br/>Taylor Care Pavilion C-109<br/>100 Woods Road<br/>Valhalla, NY 10595<br/><a href="mailto:James.Crecco@wmchealth.org">James.Crecco@wmchealth.org</a></li></ol> |
|---|--|

#### 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 contact 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		September 9, 2024
Letter of Intent Submission		September 18, 2024
<b>Mandatory RFP Conferences</b>		
Monday, September 23, 2024	9 AM	Westchester Medical Center - Main Lobby 100 Woods Road, Valhalla, NY 10595
	12 PM*	MidHudson Regional Hospital - Main Lobby 241 North Road, Poughkeepsie, NY 12601
	2 PM*	Health Alliance Hospital - Main Lobby 105 Mary’s Ave, Kingston, NY 12401
Tuesday, September 24, 2024	9 AM	Good Samaritan Hospital- Main Lobby 255 Lafayette Avenue, Suffern, NY 10901
	11 PM*	Bon Secours Community Hospital - Main Lobby 160 E. Main Street, Port Jervis, NY 12771
	1 PM*	St. Anthony’s Community Hospital - Main Lobby 15 Maple Avenue, Warwick, New York 10990
Questions and Requests for Clarification Due		Friday, September 27, 2024
Questions and Answers Distributed		Friday, October 4, 2024
Proposal Due Date		Friday, October 11, 2024
Finalist Presentations		Wednesday, October 16, 2024**
Anticipated Notice(s) of Tentative Award		Wednesday, October 30, 2024**
Anticipated Contract Start Date		Monday, February 3, 2025**

\*Time is approximate

\*\*Dates subject to change at discretion of WMCHealth

**2. RFP Instructions**

**2.1 Letter of Intent**

Vendors (also referred to as proposers or respondents) interested in responding to the RFP are encouraged to submit a Letter of Intent to Propose to the Designated Contact(s) by **September 18, 2024**. Letters of Intent to Propose shall be non-binding.

## 2.2 RFP Questions and Clarifications

All questions or requests for clarification concerning the RFP shall be submitted in writing or via e-mail to the Designated Contact(s) by **Friday, September 27, 2024 at 4PM**. No questions or requests for clarification will be accepted by telephone. Questions submitted by vendors and all WMC responses will be distributed to all prospective proposers.

## 2.3 Addenda to RFP

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

## 2.4 Mandatory Pre-Proposal Conferences

MANDATORY PRE-PROPOSAL CONFERENCES and walkthrough inspections of the Corporation's campuses will be held as set forth above. PROPOSALS WILL NOT BE ACCEPTED FROM THOSE PROSPECTIVE PROPOSERS WHO DO NOT ATTEND ALL THE CONFERENCES AND WALKTHROUGH INSPECTIONS. Each vendor may bring no more than three (3) representatives to each conference and walkthrough inspection.

## 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 outlining specific experience in healthcare projects which at a minimum should include a description of the size and nature of the project.
- Examples of significant projects the vendor has completed in the area of Central Sterile Professional Services.
- References, with the names of the contact person, address, and telephone numbers for at least three of the projects listed in your answer above.
- A list of all lost accounts in which its service, for whatever reason, were ended within the last two years and provide the names, business persons, addresses, telephone numbers, years of service and reason for termination for each of its client accounts.

**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.
- Provide an organizational chart to include all managerial staff to be involved in servicing the corporation both directly and indirectly.
- Proposed staffing plan, by shift, for providing comprehensive Central Sterile Processing Services for the patients and residents at the sites, considering the annual volumes outlined in this RFP.
- A list and resumes of the key management personnel who would be assigned to this engagement and/or to be assigned to WMCHealth facilities to perform the services.
- List Proposer personnel to be assigned to provide Services at the Corporation's facilities, including example resumes.

**F. Transition Plan.** Please provide a written Implementation and Operation Plan for providing Services on the anticipated commencement date of the Agreement. The Implementation and Operation Plan should be phased by Hospital and shall include, but not be limited to the following:

- Proposed transition plan identifying all the resources to be utilized by the Proposer in effecting a smooth and efficient changeover from the current model while meeting all requirements of and providing for all the Services set forth in this RFP include all resources and personnel that are to be assigned during the transition
- This transition plan should assume all expenses accrued and/or costs incurred as a result of the transition shall be the responsibility of the Respondent
- Transition plan schedules, time frames and timelines

**G. 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.

**H. 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 “Comprehensive Central Sterile Processing Services: Fee Proposal.” Fee proposals will not be opened until all responses have been initially evaluated. Although proposed fees will be considered, WMC reserves the right to negotiate a lower or different fee structure with any proposer that is tentatively selected.
- Fee Structure
  - Please submit a comprehensive fee proposal, delineated for each campus. Each proposal must disclose all components, factors, and assumptions used in developing the fee. Any fee proposals must be inclusive of all components of the scope.

- Individual fee proposals must be submitted for each of the facilities listed below:
  - Westchester Medical Center’s Valhalla campus- Valhalla, New York
  - MidHudson Regional Hospital of Westchester Medical Center- Poughkeepsie, New York
  - Good Samaritan Hospital- Suffern, New York
  - St. Anthony Community Hospital- Warwick, New York
  - Bon Secours Community Hospital- Port Jervis, New York
  - HealthAlliance Hospital- Kingston, New York
- All proposals must include the following:
  1. Labor Costs (Annual)
    1. Productive FTE Count
    2. Non-productive FTE count
    3. Management FTE count
    4. Benefit Costs
  2. Capital Equipment investment Commitment
    - As part of this RFP, we seek prospective vendors to commit to the following capital investments for each facility listed below. These investments will be used for sterilizers, washers, case carts, and other central sterile-related equipment. The selected vendor will have input on the equipment purchased.
      - Westchester Medical Center- \$1,000,000
      - MidHudson Regional Hospital- \$200,000
      - Good Samaritan Hospital- \$0
      - St. Anthony Community Hospital- \$0
      - Bon Secours Community Hospital- \$0
      - HealthAlliance Hospital- \$200,000
  3. Uniform Cost (Annual)
  4. Management Fee (Annual)
  5. Liability Insurance Cost (Annual)
  6. Key Performance Indicator Incentive/ Disincentive Proposal (Annual). Please include a specific measure for meeting this KPI as well as an annual incentive/ disincentive cost.
    1. Turnaround Time- defined as the time taken from the receipt of soiled instruments to the delivery of sterile instruments ready for use.
    2. Instrument Repair and Replacement Rate- defined as the frequency of instruments requiring repair or replacement due to damage or wear.
    3. Error rate in instrument assembly- defined as the frequency of errors in the assembly and packaging of instrument sets
    4. Sterilization success rate- defined as the percentage of sterilization cycles completed without any failure
  7. Total cost (Annual)

**I. 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.

**J. Attached Forms.**

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

**2.7 Submission of Proposal**

Proposers must submit **Five (5) Hard copies and one (1) electronic copy of their proposal no later than 4:00 PM Eastern Standard Time on Friday, October 11, 2024** 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 Medical Center  
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 and MWBE Policy; Service Disabled Veteran Owned Businesses**

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, gender identity or expression, genetic predisposition or carrier status or marital status and to encourage the meaningful and significant participation at all levels (proposer, Subcontractor, Suppliers and others) for business enterprises owned by persons of

color and women – Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) and Service Disabled Veteran Owned Businesses (SDVOB).

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) and SDVOBs 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\*

This RFP will be evaluated based on the technical capabilities, compliance and overall competence of the proposers. 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.

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

<b>Respondent must, at a minimum, meet the following requirements:</b>	
The Respondent has no conflicts of interest	(Pass) or (Fail)
The Respondent is licensed and registered to provide services required as per the scope of this RFP in the State of New York	(Pass) or (Fail)
The Respondent successfully adhered to the instructions of this RFP	(Pass) or (Fail)

<b>If all the requirements above are met, Respondents will be scored based upon the following methodology:</b>	
Experience and Expertise <ul style="list-style-type: none"> <li>• Demonstrated experience in providing Central Sterile Processing services to similar healthcare facilities.</li> <li>• Qualifications and certifications of key personnel</li> </ul>	20 points
Service Delivery and Operational Plan: <ul style="list-style-type: none"> <li>• Detailed description of decontamination, sterilization, and packaging processes.</li> <li>• Procedures for instrument tracking, inventory management, and turnaround times.</li> </ul>	20 points
Quality <ul style="list-style-type: none"> <li>• Quality control measures in place to ensure the integrity and sterility of instruments.</li> <li>• Frequency and scope of internal audits and process validations.</li> <li>• Reporting and documentation practices for quality assurance.</li> </ul>	25 points
Cost	20 points
Strategic Fit	15 points
<b>Total Points</b>	<b>100 points</b>

*\*Note: The Corporation reserves the right to modify the evaluation criteria. The Corporation may at its sole discretion disclose evaluation scores.*

### 4.2 Notification of Award

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

## 5. Scope of Work

### 5.1 Introduction

The WMCHHealth network seeks proposals from qualified vendors to provide comprehensive Central Sterile Processing Services (CSPS) across its network of hospitals and medical facilities. The selected vendor will be responsible for ensuring all medical and surgical instruments and equipment are properly cleaned, sterilized, and prepared for use. This Scope of Work outlines the requirements and expectations for the services to be provided.

### 5.2 Objectives and Responsibilities

#### Objectives:

- Ensure the highest standards of sterility and cleanliness for all medical and surgical instruments.
- Maintain compliance with all relevant local, state, and federal regulations including but not limited to AORN, FDA, OSHA, AAMI, TJC and Hospital Infection Control policies.
- Enhance efficiency and effectiveness of sterile processing operations across the hospital system

#### The vendor is expected to provide the following services:

##### A. Instrument Decontamination and Cleaning:

- Perform thorough cleaning of all medical and surgical instruments using industry-standard procedures.
- Comply with manufacturer's specifications for use of machines and processing of instruments.
- Implement and follow stringent decontamination protocols to eliminate biological contaminants.

##### B. Sterilization:

- Sterilize instruments using appropriate methods, such as steam sterilization, low-temperature sterilization, and other techniques as required.
- Ensure regular maintenance and validation of sterilization equipment.
- Adhere to industry standards and regulatory requirements for sterilization processes.

##### C. Instrument Assembly and Packaging:

- Accurately assemble instrument sets according to surgical case requirements.
- Package and label sterilized instruments and equipment to maintain sterility and facilitate easy identification and access.
- Ensure proper documentation and tracking of all instrument sets.

##### D. Inventory Management:

- Implement efficient inventory management practices, including tracking instrument usage, routine inspections, and managing repairs or replacements.
- Utilize an inventory tracking system to ensure the availability of necessary instruments and supplies.
- Provide regular inventory reports and updates to the hospital system.
- Ensure all vendor trays for elective cases are delivered 48 hours in advance of cases and picked up no later than 24 hours after case.

##### E. Quality Control and Assurance:

- Establish and maintain stringent quality control measures to ensure the integrity and sterility of all processed instruments.
- Conduct regular audits and validations of sterilization processes.

- Implement a robust documentation system for quality assurance and regulatory compliance. This includes:
  - Regular QA audit of instrument trays & case carts
- F. Staff Training and Education:**
  - Provide ongoing training and education for CSP staff with an emphasis on network standardization
  - Ensure certification and continuous professional development of staff to maintain high standards of competence and performance.
  - Keep staff updated on best practices, new technologies, and regulatory changes.
- G. Compliance and Regulatory Adherence:**
  - Ensure full compliance with all relevant local, state, and federal regulations.
  - Adhere to industry standards and guidelines, including those from AAMI, ANSI, AORN, OSHA, CDC, and FDA.
  - Regularly review and update CSP policies and procedures to align with current best practices and regulatory requirements.
- H. Emergency and On-Call Services:**
  - Provide emergency and on-call sterile processing services to address urgent needs.
  - Ensure continuous availability of sterile instruments for patient care during emergencies.
- I. Performance Metrics and Reporting:**
  - Establish key performance indicators (KPIs) to measure the efficiency and effectiveness of sterile processing services.
  - Provide regular performance reports, including but not limited to:
    - Instrument turnaround times
    - Instrument usage
    - Sterilization accuracy rates
    - Bioburden tracking and reduction
    - Reprocessing errors tracking and reduction
    - Instrument set completeness and process for missing items
    - Productivity reports
    - Daily tray audits
    - Completeness of Surgical Case Carts based on the needs of the OR and Preference Cards
    - Case cart delivery
    - Code Carts stock accuracy
  - Conduct periodic meetings with hospital system representatives to review performance and address any issues.

## J. Current Staffing & Hours of Operation

- Westchester Medical Center
  - Staffing:
    - Director: 1
    - Manager: 1
    - Educator: 1
    - Department Coordinator: 1
    - Supervisor: 4
    - Lead Tech: 6
    - Case Cart Coordinator: 1
    - Transporter: 6
    - Certified Registered Central Service Technician (CRCST): 36
  - Hours: 24/7
- MidHudson Regional Hospital
  - Manager: 1
  - Supervisor: 1 (evening)
  - Certified Registered Central Service Technician (CRCST): 12
  - Hours: Mon-Fri 24/7, Saturday and Sunday 7a-7p, on call Saturday and Sunday 7p-7a
- Good Samaritan Hospital
  - Manager: 1
  - Supervisor: 1
  - Lead Tech: 1
  - Certified Registered Central Service Technician (CRCST): 12
  - Hours: 24/7
- St. Anthony Community Hospital
  - Lead Tech: 1
  - Certified Registered Central Service Technician (CRCST): 3
  - Hours: 6am-7pm M-F and on call F 7pm-Mon 7am
- Bon Secours Community Hospital
  - Lead Tech: 1
  - Certified Registered Central Service Technician (CRCST): 3
  - Hours: 7a-4p M-F and 10a-1:30 p Sat /Sun
- HealthAlliance Hospital
  - Manager: 1
  - Certified Registered Central Service Technician (CRCST): 4
  - Hours: 6:30- 9pm M-F and on call 9am-7pm on Saturday



K. Current Annual Volumes Summary

	Westchester Medical Center	MidHudson Regional Hospital	Good Samaritan Hospital	St. Anthony Community Hospital	Bon Secours Community Hospital	HealthAlliance Hospital
Case Volume (OR & Endoscopy)/ year	27,862	5,850	5,345	3,273	2,262	3,591
Total number of trays	4,321	3,570	1,663	302	3,657	1,091
Total trays sterilized/ year (does not include loaners & Peel packs)	124,329	31,464	47,244	7176	2,457	19,344
Total number of Peel Packs	1,765	655	500	286	980	2,194
Total Peel Packs sterilized/ year	3,608	8,817	8,500	1,182	2,168	6,384
Total loaner trays sterilized/ year	9,692	8,103	986	301	110	0
Total number of Endoscopes	190	28	22	15	22	18
# of TEE probes	10 TEE	2 TEE	5 TEE	1 TEE	1 TEE	2 TEE

L. Network Case Volume Details- See attachment A

M. Hospital CSP Floor Plans- See attachment A

## 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 anticipated to be a period of one (1) year, followed by up to four (4) one-year automatic renewals.

### 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.

## Network Case Volume Details

### Westchester Medical Center

Surgical Specialty	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24
Anesthesia (SN)	-	1	-	-	-	-	-	-	-	-	-	-
Audiology (SN)	1	-	-	-	-	-	-	-	-	-	-	-
Cardiology (SN)	-	2	-	1	1	-	1	1	1	1	1	-
Cardiothoracic (SN)	81	59	70	71	65	74	57	77	69	87	73	71
Colon and Rectal (SN)	15	9	16	19	11	25	22	14	24	27	15	31
Dentistry (SN)	50	41	45	42	44	32	27	42	30	39	34	33
Gastroenterology (SN)	474	448	495	497	456	514	547	601	544	541	510	609
General (SN)	295	264	252	254	250	239	241	281	276	308	274	278
GYN (SN)	-	-	-	-	-	-	6	21	23	28	32	32
Gynecologic Oncology (SN)	23	19	27	16	22	24	32	33	33	28	30	30
Gynecology and Obstetrics (SN)	94	99	88	82	77	85	70	67	73	66	50	74
Neurology (SN)	3	2	4	3	-	-	2	-	2	2	-	-
Neurosurgery (SN)	98	103	110	101	106	92	99	111	119	121	117	128
Oncology/Hematology (SN)	48	46	46	57	35	55	37	55	38	51	41	47
Ophthalmology (SN)	108	112	132	127	103	119	140	120	133	134	126	115
Oral Maxillofacial (SN)	-	1	1	3	3	3	2	1	3	-	2	-
Orthopedic (SN)	288	292	267	248	240	259	230	256	250	277	268	313
Other (SN)	5	6	1	5	5	4	-	3	6	6	5	5
Otorhinolaryngology (SN)	304	282	276	276	264	282	286	312	310	336	307	340
Pain Management (SN)	-	-	-	-	-	-	-	1	-	-	-	-
Plastics (SN)	121	94	108	104	86	94	92	97	93	106	101	101
Podiatry (SN)	6	2	3	2	1	-	2	3	3	4	2	1
Pulmonology (SN)	54	46	52	54	39	77	56	62	60	78	51	75
Radiology (SN)	-	1	-	-	-	-	-	-	-	-	-	-
Surgical Oncology (SN)	1	-	1	-	-	-	-	-	2	3	2	1
Thoracic (SN)	28	27	28	26	14	30	28	29	28	35	27	26
Transplant (SN)	19	27	32	29	19	28	36	23	35	37	35	41
Trauma (SN)	20	34	17	29	28	28	28	26	32	23	23	21
Urology (SN)	146	178	181	183	171	173	168	212	185	205	186	173
Vascular (SN)	92	57	68	49	51	60	68	68	43	43	42	46
<b>Grand Total</b>	<b>2,374</b>	<b>2,252</b>	<b>2,320</b>	<b>2,278</b>	<b>2,091</b>	<b>2,297</b>	<b>2,277</b>	<b>2,516</b>	<b>2,415</b>	<b>2,586</b>	<b>2,354</b>	<b>2,591</b>

### MidHudson Regional Hospital

Surgical Specialty	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24
Anesthesia (SN)	5	4	7	5	1	-	5	1	4	7	1	7
Cardiology (SN)	-	-	-	-	-	-	-	-	-	-	-	-
Colon and Rectal (SN)	2	3	8	8	4	3	7	7	8	12	10	13
Dentistry (SN)	19	14	20	14	15	10	17	19	20	12	18	20
Gastroenterology (SN)	74	62	88	100	56	92	84	73	94	109	101	70
General (SN)	55	44	56	41	56	49	41	57	54	44	55	41
GYN (SN)	-	-	-	-	-	-	-	1	-	-	1	1
Gynecologic Oncology (SN)	1	1	-	-	-	-	-	-	-	-	-	-
Gynecology and Obstetrics (SN)	9	17	14	19	16	4	1	3	-	2	9	17
Neurology (SN)	1	1	-	2	1	3	1	-	1	-	1	4
Neurosurgery (SN)	26	13	18	8	17	10	11	12	14	17	19	12
Ophthalmology (SN)	11	12	11	13	5	5	7	5	8	11	3	4
Orthopedic (SN)	105	73	78	99	110	125	122	117	112	130	98	104
Other (SN)	-	3	3	-	-	-	1	-	-	-	-	-
Otorhinolaryngology (SN)	19	22	22	12	31	30	12	39	31	43	46	29
Pain Management (SN)	4	-	-	-	-	-	-	2	-	-	-	8
Plastics (SN)	17	16	14	9	10	11	11	10	16	12	11	16
Podiatry (SN)	20	14	18	22	22	21	10	15	22	17	18	18
Pulmonology (SN)	15	8	15	3	3	2	5	18	12	11	11	18
Thoracic (SN)	-	-	-	-	-	-	-	-	-	-	-	-
Transplant (SN)	1	-	-	-	-	-	-	1	-	-	3	1
Trauma (SN)	17	11	12	11	5	6	6	7	11	7	7	19
Urology (SN)	90	88	91	92	73	85	89	77	94	93	87	78
Vascular (SN)	20	12	18	12	16	25	22	13	21	13	12	18
<b>Grand Total</b>	<b>511</b>	<b>418</b>	<b>493</b>	<b>470</b>	<b>441</b>	<b>481</b>	<b>452</b>	<b>477</b>	<b>522</b>	<b>540</b>	<b>511</b>	<b>498</b>

## Good Samaritan Hospital

Surgical Specialty	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24
Anesthesia (SN)	-	-	-	-	-	3	3	-	10	-	2	8
Audiology (SN)	-	-	-	-	-	-	-	-	1	-	-	-
Cardiothoracic (SN)	3	2	2	3	3	4	9	5	12	8	4	5
Colon and Rectal (SN)	16	6	13	21	12	10	14	14	9	1	-	7
Dentistry (SN)	1	-	-	1	-	-	-	-	-	-	-	-
Gastroenterology (SN)	206	189	199	184	186	186	181	190	186	191	180	229
General (SN)	151	142	158	147	149	168	134	168	149	167	155	144
GYN (SN)	-	-	-	-	-	-	-	2	1	3	1	1
Gynecologic Oncology (SN)	1	2	3	1	-	-	1	-	-	-	-	1
Gynecology and Obstetrics (SN)	52	44	51	52	33	58	42	47	53	63	35	47
Neurology (SN)	11	9	9	12	7	-	-	-	1	-	-	-
Neurosurgery (SN)	2	3	3	4	6	11	12	18	21	16	9	9
Ophthalmology (SN)	64	56	79	57	47	52	61	68	81	68	58	73
Oral Maxillofacial (SN)	4	2	3	3	2	-	2	1	-	-	2	1
Orthopedic (SN)	75	71	62	71	56	59	53	65	83	71	72	84
Other (SN)	-	2	-	1	1	-	-	2	1	1	-	-
Otorhinolaryngology (SN)	18	18	17	15	22	30	21	37	27	33	25	20
Pain Management (SN)	38	28	32	23	17	7	13	21	13	24	22	38
Plastics (SN)	12	3	4	11	6	11	13	9	10	13	5	6
Podiatry (SN)	31	31	31	25	28	36	45	28	22	40	30	31
Pulmonology (SN)	-	-	-	-	-	1	-	-	-	-	-	-
Thoracic (SN)	22	16	25	20	14	22	15	13	12	18	16	18
Transplant (SN)	-	1	-	-	-	-	-	-	-	-	-	1
Trauma (SN)	1	-	-	-	-	1	-	-	-	-	-	-
Urology (SN)	158	132	186	151	128	153	165	152	193	195	150	159
Vascular (SN)	35	44	40	41	51	43	38	43	41	47	35	32
<b>Grand Total</b>	<b>901</b>	<b>801</b>	<b>917</b>	<b>843</b>	<b>768</b>	<b>855</b>	<b>822</b>	<b>883</b>	<b>926</b>	<b>959</b>	<b>801</b>	<b>914</b>

## St. Anthony Community Hospital

Surgical Specialty	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24
Cardiology (SN)	4	-	1	4	4	2	2	1	-	1	2	1
Gastroenterology (SN)	71	77	75	72	83	84	93	97	87	91	89	91
General (SN)	12	14	5	10	7	5	9	9	11	12	12	9
GYN (SN)	-	-	-	-	-	-	7	30	4	40	1	9
Gynecology and Obstetrics (SN)	70	39	57	64	42	34	41	25	26	21	27	20
Neurosurgery (SN)	-	-	-	-	-	-	-	-	-	-	-	1
Ophthalmology (SN)	21	14	12	14	15	10	16	12	12	12	20	8
Orthopedic (SN)	58	56	58	62	49	66	63	62	61	59	53	51
Other (SN)	-	-	-	-	-	1	-	-	1	-	-	-
Otorhinolaryngology (SN)	7	3	9	14	21	15	22	29	34	17	21	18
Pain Management (SN)	30	28	39	32	25	33	17	31	22	29	29	19
Plastics (SN)	3	6	2	2	4	6	4	5	6	5	3	2
Podiatry (SN)	5	6	5	8	8	8	5	6	4	7	4	3
Pulmonology (SN)	-	-	1	1	3	1	1	1	1	1	-	3
Urology (SN)	5	11	6	5	9	2	6	14	7	10	11	9
Vascular (SN)	11	11	-	3	4	7	4	2	2	1	4	-
<b>Grand Total</b>	<b>297</b>	<b>265</b>	<b>270</b>	<b>291</b>	<b>274</b>	<b>274</b>	<b>290</b>	<b>324</b>	<b>278</b>	<b>306</b>	<b>276</b>	<b>244</b>

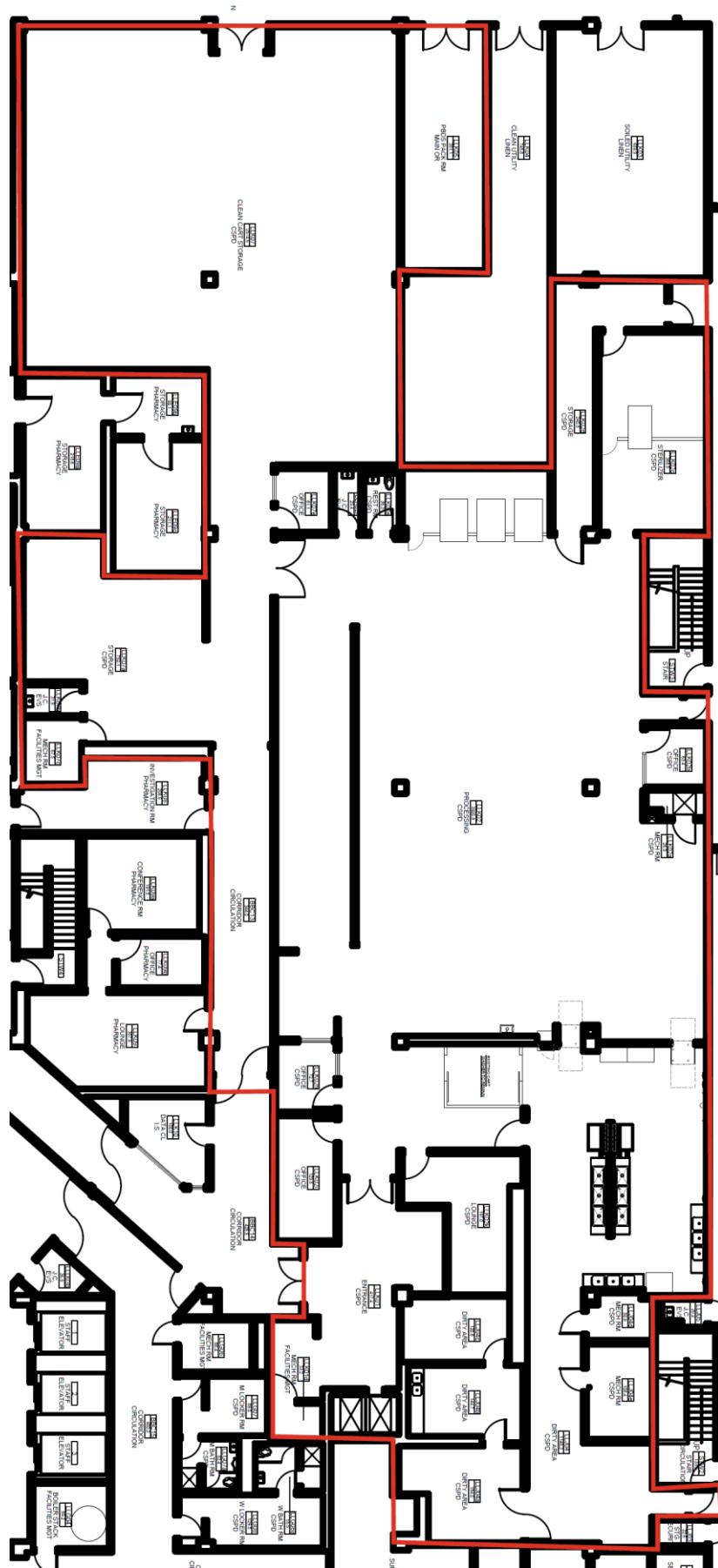
**Bon Secours Community Hospital**

Surgical Specialty	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24
Cardiology (SN)	1	2	1	3	3	1	2	4	5	5	3	-
Dentistry (SN)	-	-	-	2	-	-	-	-	-	1	-	-
Gastroenterology (SN)	103	116	129	104	84	88	101	105	119	136	91	93
General (SN)	52	35	32	38	36	30	45	42	38	49	38	28
GYN (SN)	-	-	-	-	-	-	2	8	8	9	4	11
Gynecologic Oncology (SN)	-	-	-	-	-	1	-	-	-	-	-	-
Gynecology and Obstetrics (SN)	11	6	9	11	8	13	2	-	-	-	-	-
Oral Maxillofacial (SN)	1	-	-	-	-	-	-	-	-	-	-	-
Orthopedic (SN)	5	11	20	12	8	13	5	13	14	7	13	18
Other (SN)	2	-	-	-	-	-	-	-	-	-	-	-
Otorhinolaryngology (SN)	5	3	7	4	3	3	2	7	6	7	3	5
Pain Management (SN)	-	-	-	-	-	-	-	-	1	-	-	-
Plastics (SN)	3	-	-	2	-	3	-	-	2	3	1	3
Podiatry (SN)	-	6	11	7	4	4	7	6	3	6	3	6
Pulmonology (SN)	2	-	-	-	-	-	2	1	-	-	-	2
Transplant (SN)	1	2	-	-	-	-	-	-	-	-	-	-
Urology (SN)	3	3	5	4	3	4	-	2	3	5	2	3
<b>Grand Total</b>	<b>189</b>	<b>184</b>	<b>214</b>	<b>187</b>	<b>149</b>	<b>160</b>	<b>168</b>	<b>188</b>	<b>199</b>	<b>228</b>	<b>158</b>	<b>169</b>

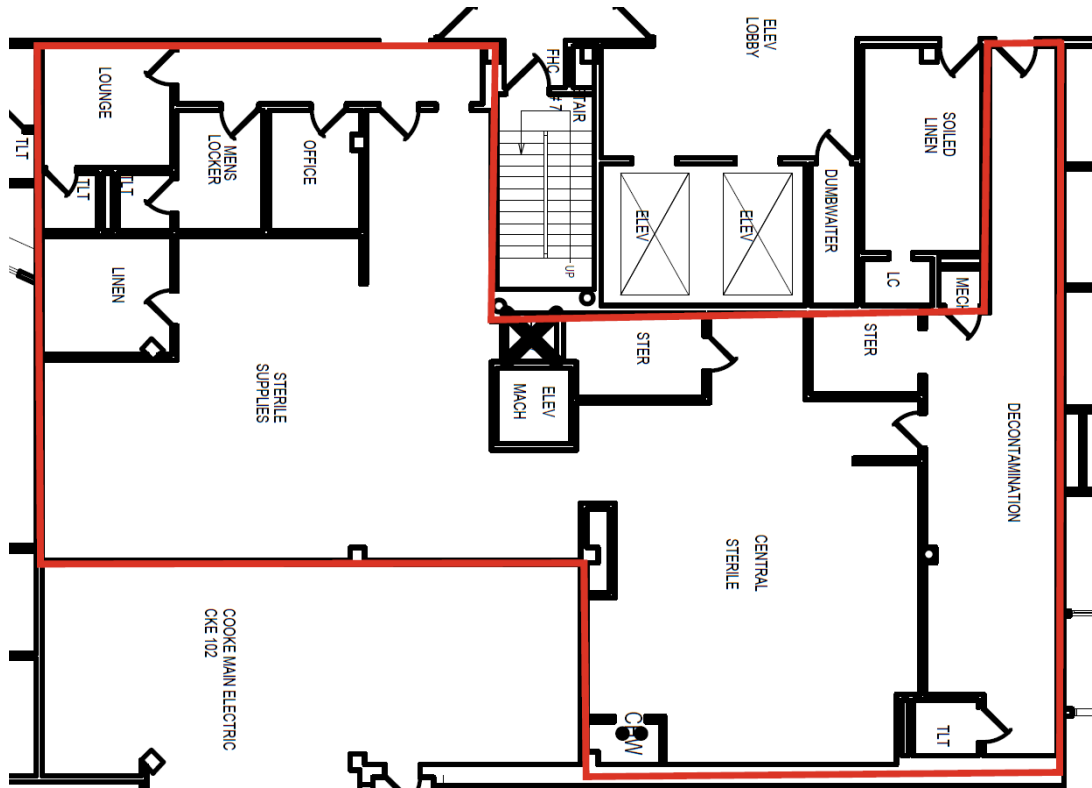
**Health Alliance Hospital**

Surgical Specialty	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24
BREAST	-	-	-	-	-	-	-	-	-	-	-	-
DENTAL	4	4	1	3	4	1	-	1	3	1	3	2
ENDO	78	63	53	53	46	62	38	14	20	21	13	30
GENERAL	76	93	86	83	82	80	94	93	107	88	84	77
HAND	11	7	13	13	9	11	12	4	17	8	13	10
NEURO	-	1	-	1	1	3	-	1	1	3	-	-
OB/GYN	18	20	14	19	15	18	15	19	19	28	12	19
ORTHO	65	54	65	74	68	74	58	60	67	54	55	66
PLASTIC	10	4	3	5	3	5	9	5	6	9	6	5
PODIATRY	18	21	22	26	23	25	33	17	20	19	18	11
UROLOGY	27	46	26	35	34	38	30	18	27	28	26	35
VASCULAR	8	9	9	1	4	9	10	22	12	9	17	5
<b>Grand Total</b>	<b>315</b>	<b>322</b>	<b>292</b>	<b>313</b>	<b>289</b>	<b>326</b>	<b>299</b>	<b>254</b>	<b>299</b>	<b>268</b>	<b>247</b>	<b>260</b>

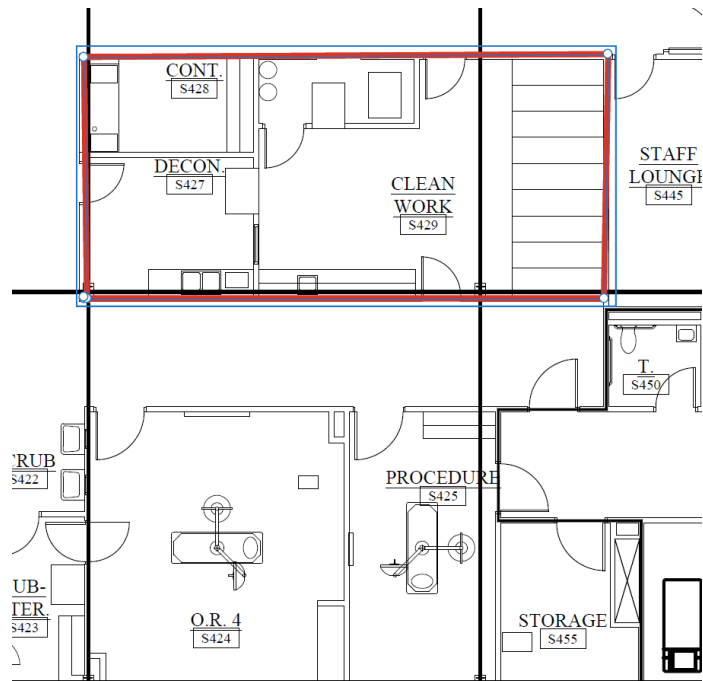
Central Sterile Floor Plans:  
Westchester Medical Center



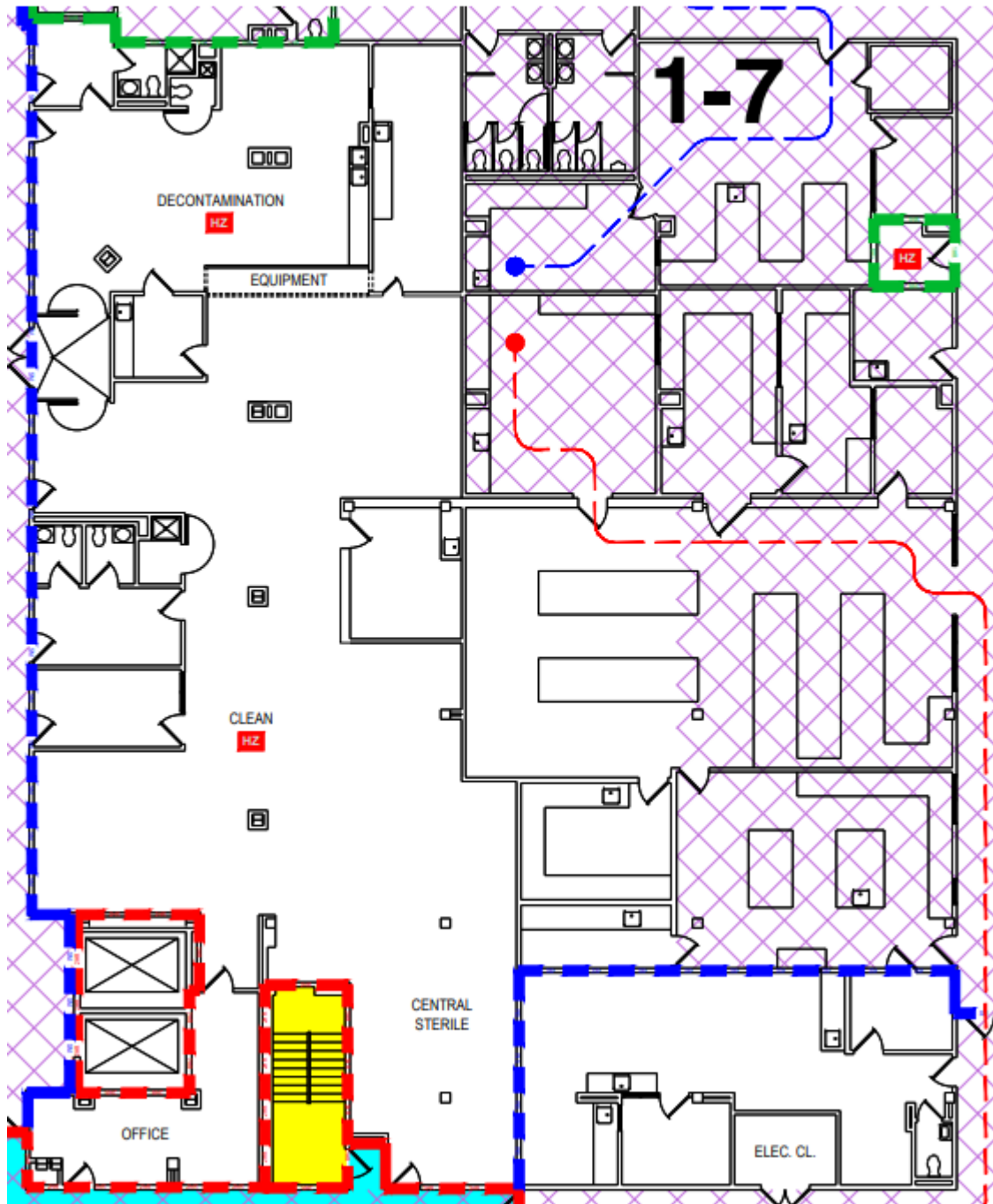
Central Sterile Floor Plans: MidHudson Regional Hospital Main



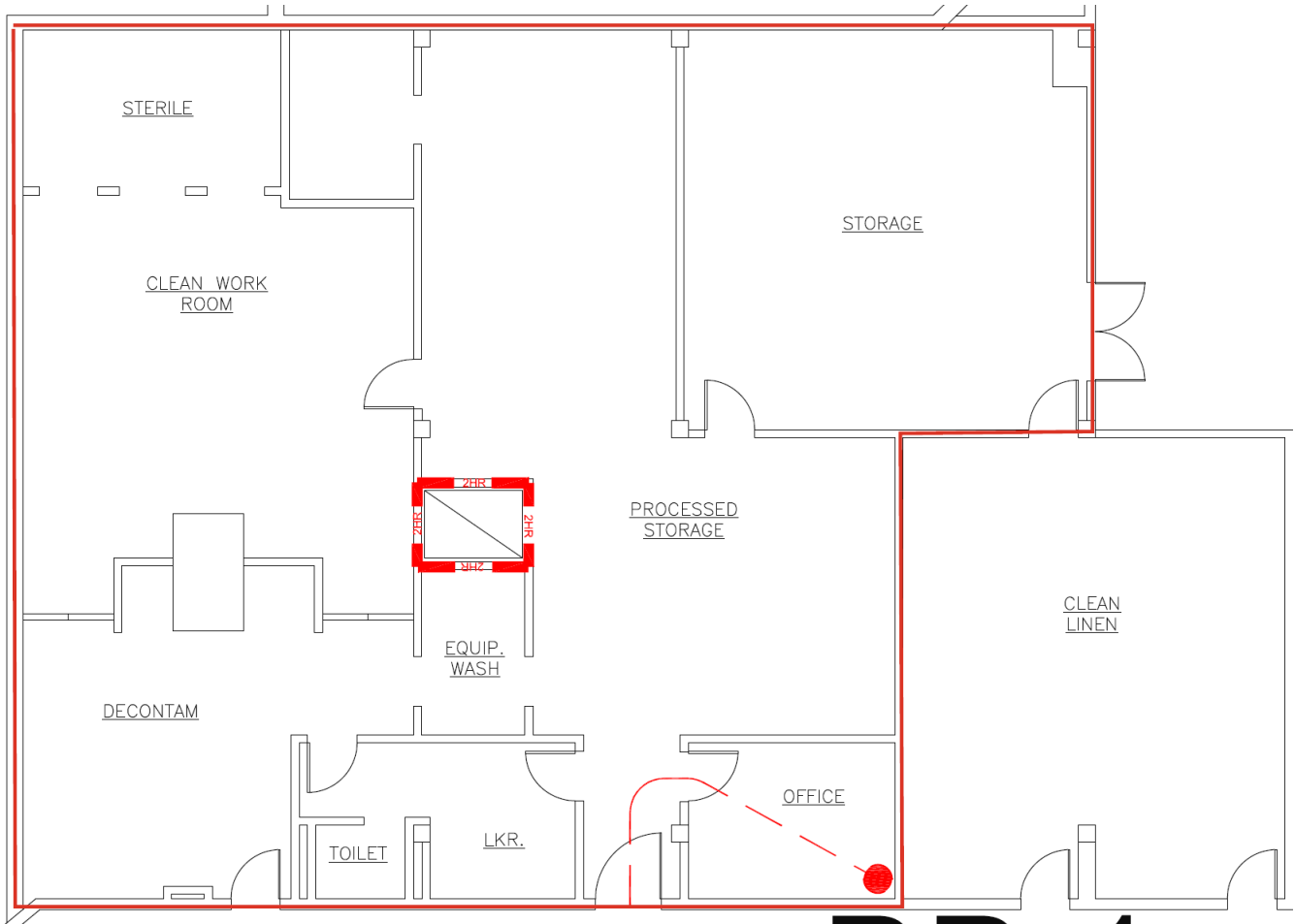
Central Sterile Floor Plans: MidHudson Regional Hospital Atrium 5<sup>th</sup> Floor (4 Ambulatory OR suite)



Central Sterile Floor Plans: Good Samaritan Hospital

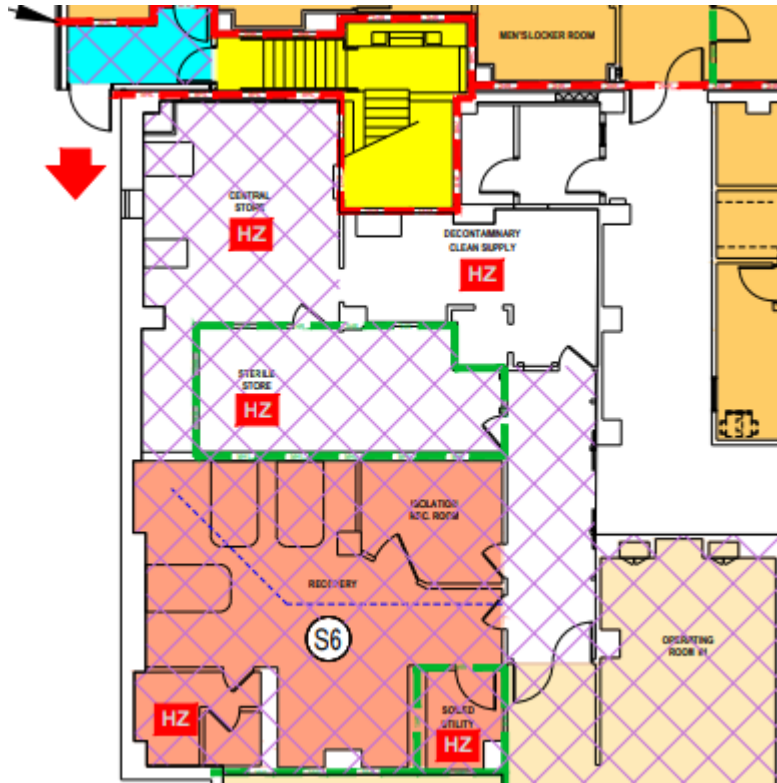


Central Sterile Floor Plans: Bon Secours Community Hospital

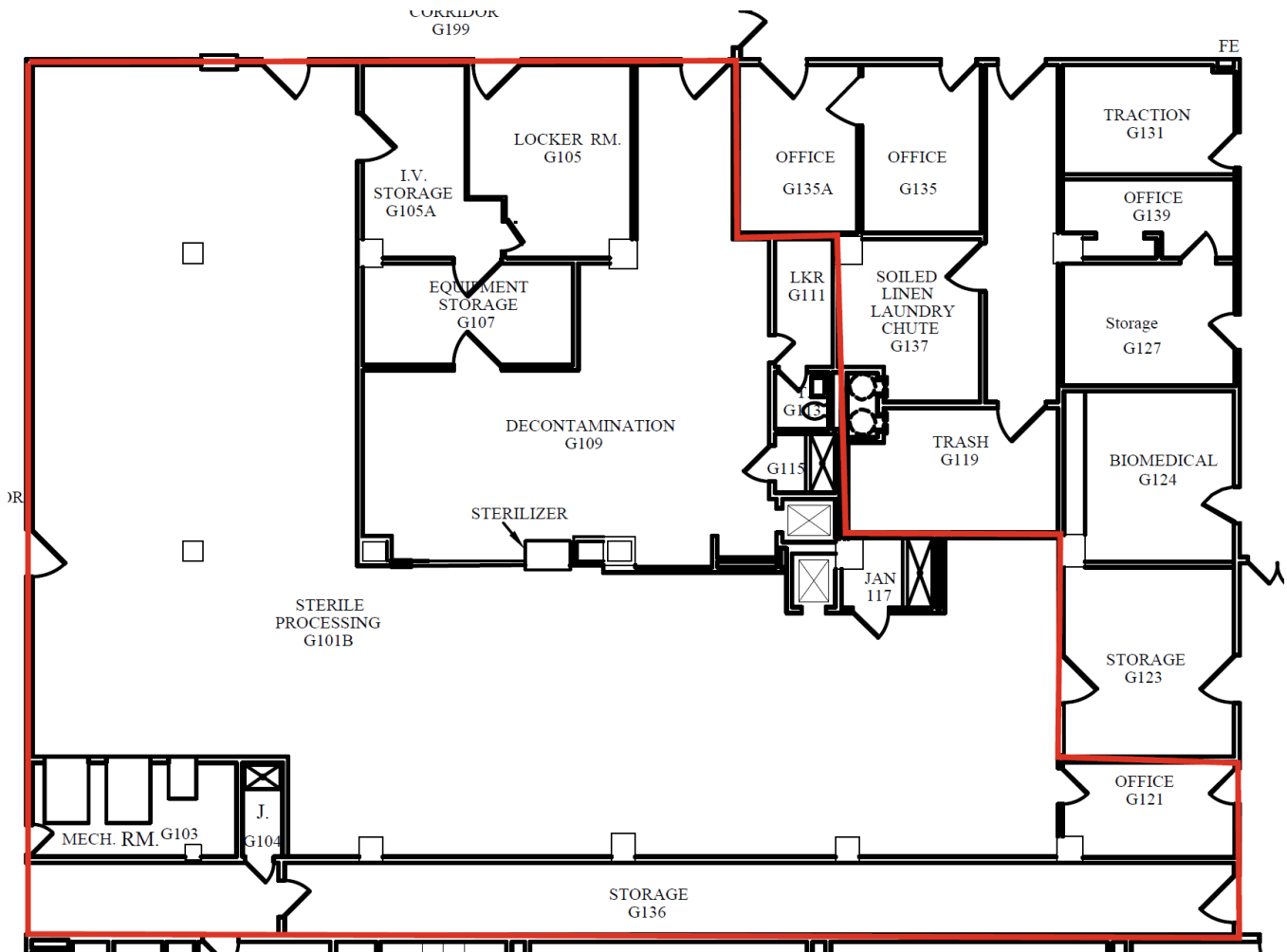




Central Sterile Floor Plans: St. Anthony Community Hospital



Central Sterile Floor Plans: HealthAlliance Hospital



## 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 Comprehensive Central Sterile Processing Services sought by this RFP.
- 1.2. Services. "Services" shall mean the Comprehensive Central Sterile Processing 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 and shall automatically renew for four (4) one (1) year periods, 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 or in part 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. In addition, WMC shall have the right to terminate the Agreement in part without cause by providing the Vendor 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.
- 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 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. However, any failure to notify the indemnifying Party of receipt of such claim shall relieve the indemnifying Party of its obligation to indemnify the indemnified Party for such claim or suit only to the extent that the indemnifying Party has been prejudiced by the lack of timely notice.
- 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 \$1,000,000.

(c) General liability insurance with a minimum limit of liability per occurrence of \$2,000,000 for combined bodily injury and property damage, 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 Vendor and Sub-Vendor.

(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: \$2,300,000 per occurrence, \$6,900,000 in the aggregate.

(e) Cyber Liability: Privacy and Information Security coverage with limits of at least \$5 million per occurrence. 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, privacy breach notification, credit monitoring, and public relations expenses.

(f) Vehicle liability insurance with a minimum limit of liability per occurrence of \$1,000,000. This insurance shall include coverage for bodily injury and property damage arising out of the use of owned, hired and non-owned vehicles.

(g) 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 (b), (c), (d), (e), and (f) 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 Westchester Medical Center as additional insured, on a non-contributory basis.

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.

## Travel and Expense Policy for Vendors

### PURPOSE

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

### SCOPE

Vendors of Westchester Medical Center Health.

### RESPONSIBILITY

Westchester Medical Center vendors and contractors.

### POLICY STATEMENT

It is the policy of WMC to reimburse certain vendors for out-of-pocket expenses related to:

- a. services provided to WMC
- b. expenses while on official WMC 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.

### AUTHORING DEPARTMENT

Office of Corporate Compliance

### PROCEDURE

- For air travel, reimbursement shall be at coach fare.
- The use of personal vehicles for travels less than sixty (60) miles from the WMC shall not be reimbursed.
- Lodging costs shall be moderate in nature. (Use Corporate discounts when available)
- WMC 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, WMC shall reimburse one mid-size vehicle for each group of four (4).
- WMC requires valid receipts for all submitted expenses outside of meals and incidentals.
- All meals and incidentals shall be reimbursed at a flat rate of \$60.00 per day. No receipts are required

WMC shall not provide payment for the following;

- Gratuities in excess of twenty percent (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-WMC 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.

WMC 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 WMC against any amounts owed by WMC 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 WMC the amount of any such rebate, discount or refund. Such rebates, refunds and discounts shall be due to WMC 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 WMC 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.

## Vendor Debarment/Exclusion Questionnaire

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

Yes \_\_\_\_\*      No \_\_\_\_

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

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

Yes \_\_\_\_\*      No \_\_\_\_

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

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

Yes \_\_\_\_      No \_\_\_\_\*

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

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

Yes \_\_\_\_      No \_\_\_\_\*

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

## Disclosure of Prior Non-Responsibility Determinations

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

As a public benefit corporation, Westchester Medical Center, as operator of Westchester Medical Center, is obligated to obtain specific information regarding prior non-responsibility determinations. In accordance with New York State Finance Law § 139-k, a proposer must be asked to disclose whether it has been subject to a finding of non-responsibility within the previous four (4) years by a Government Entity<sup>1</sup> due to: (a) a violation of New York State Finance Law § 139-j; or (b) the intentional provision of false or incomplete information to a Governmental Entity. This form is to be completed and submitted by the individual or entity seeking to enter into a contract pursuant to this Request for Proposals.

Name of Proposer: \_\_\_\_\_

Proposer Address: \_\_\_\_\_

\_\_\_\_\_

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

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

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

Yes\_\_

No\_\_

If yes, please answer the following questions:

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

Yes\_\_

No\_\_

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

Yes\_\_

No\_\_

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

\_\_\_\_\_

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

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

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

Basis of Finding of Non-Responsibility:

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

(Add additional pages as necessary)

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

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

**The proposer hereby affirms that:**

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

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

Signature

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

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

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

Proposer Address: \_\_\_\_\_

\_\_\_\_\_



## M/WBE and EEO Compliance Documentation Forms

Name of Proposer: \_\_\_\_\_

RFP #: \_\_\_\_\_

### A. MINORITY/WOMEN'S BUSINESS QUESTIONS

As part of the WMC's 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.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_