

# Erie County Medical Center Corporation

## Procurement Guidelines

As Amended through December 7, 2010.

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## **I. STATEMENT OF PURPOSE AND SCOPE**

### **A. Authority.**

1. Public Authorities Law, Article 10-C, New York Statutes, as amended; and
2. General Municipal Law, Article 5-A, New York Statutes, as amended.
3. Public Health Law, Article 28, New York Statutes, as amended.

### **B. Purpose.**

The purpose of these Procurement Guidelines (“Guidelines”) is to set forth the procedures for purchasing supplies, materials, construction and services, including professional services, for Erie County Medical Center Corporation (“ECMCC”). These Guidelines are not applicable to entities other than ECMCC.

### **C. Interpretation.**

These Guidelines shall be construed and applied to promote compliance with all applicable laws. In the event of a conflict between these Guidelines and the requirements of any applicable law, the applicable law will prevail.

### **D. Goals of These Guidelines.**

1. To simplify and clarify ECMCC’s Procurement policies;
2. To obtain in a cost-effective and responsive manner the supplies, services and construction required by ECMCC;
3. To provide safeguards for the maintenance of a Procurement system of quality and integrity;
4. To establish clear lines of Procurement authority and accountability;
5. To provide increased public confidence in the procedures followed in ECMCC Procurement;
6. To promote fair and equitable treatment of all persons who deal with ECMCC’s Procurement system; and
7. To permit the continued development of Procurement policies and procedures.

### **E. Requirement of Good Faith.**

These Guidelines require all parties involved in the negotiation, performance or administration of ECMCC Contracts to act in good faith.

**F. Application of These Guidelines.**

1. Effective Date. These Guidelines became effective on August 3, 2010, and are amended effective December 7, 2010. The provisions of these Guidelines shall apply only to Procurement activity on or after the effective date.
2. Scope. These Guidelines shall apply to all contracts for construction and the purchase of all supplies, materials and services, including professional services, made by ECMCC, irrespective of the source of funds, except as otherwise provided by law.
3. Severability. If any provision of these Guidelines or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or application of these Guidelines which can be given effect without the invalid provision or application, and to this end the provisions of these Guidelines are declared to be severable.
4. Annual Review. These Guidelines, as adopted pursuant to Section 104-b of the General Municipal Law, shall be subject to annual review and approval by the Board of Directors of ECMCC.

**II. DEFINITION OF TERMS**

**A. Definitions.**

The following terms shall, for purposes of these Guidelines, have the meanings set forth below unless the context clearly indicates a different meaning:

1. Bid. An offer or proposal submitted in response to an Invitation for Bid.
2. Construction. The building, renovation, retrofitting, rehabilitation, restoration, painting, alteration or repair of any real property or improvements thereon, exclusive of the installation and assembly of any medical equipment, apparatus or device.
3. Contract. A written agreement, memorandum of understanding, letter agreement, letter of intent, or purchase order that formalizes the obligations of all parties involved.
4. Contractor. Any individual, business or other legal entity awarded a Contract to furnish goods or services to ECMCC.
5. Emergency. An urgent and unexpected situation where health and public safety or the conservation of public resources are at risk. Such situations may create a need for an emergency Contract. The failure to properly plan in advance, which results in a situation where normal practices cannot be followed, does not constitute an emergency.
6. Group Purchasing Organization (GPO). An entity that aggregates the purchasing volume of members, such as hospitals and health-care providers, to leverage

discounts with manufacturers, distributors and other vendors intending to realize administrative savings and efficiencies.

7. Invitation for Bid (IFB). A competitive solicitation seeking Bids for a specified good or service, pursuant to which award is made to the responsive and responsible bidder(s) submitting the lowest price. Generally, IFBs are used for the Procurement of construction, equipment, materials and supplies.
8. Medical Building. The component of a Medical Project constituting appurtenant structures or facilities necessary to house or render the remaining components of the medical project operational. Medical Building does not include apparatus, equipment, devices, systems, supplies, or any combination thereof.
9. Medical Project. Any substantial durable apparatus, equipment, device, or system, or any combination of the foregoing, including services necessary to install, erect, or assemble the foregoing, and any Medical Building, to be used for the purpose of care, treatment or diagnosis of disease or injury or the relief of pain and suffering of sick or injured persons. Medical Projects do not include ordinary supplies and equipment expended or used in the customary care and treatment of patients.
10. Minority or Women Owned Business Enterprise (M/WBE). A business certified under Article 15-A of the Executive Law that is independently owned, operated and authorized to do business in New York State; and is owned and controlled by at least 51% women or minority group members, respectively, who are citizens of the U.S. or permanent resident aliens. Such ownership must be real, substantial and continuing, and the minorities or women must have and exercise the authority to control independently the day-to-day business decisions of the enterprise.
11. Personal Services. Any services performed for a fee, commission or other compensation by persons or organizations that are not providing such services as employees of ECMCC. Personal Services include, but are not limited to, professional services or any other services of a consulting, technical or professional nature.
12. Project Developer. Any individual or entity that has submitted a Proposal in response to a Request for Proposals for a Medical Project.
13. Procurement. The acquisition of goods and/or services.
14. Professional Services. Services involving the provision of advice, instruction or specialized work from an individual, firm or corporation specifically qualified or licensed to provide such services including, but not limited to, accounting, legal, health care, consulting and management services
15. Proposal. An offer or response submitted in response to a Request for Proposals.
16. Recycled Product. A product that is manufactured from secondary materials as defined in the Economic Development Law §261(1).

17. Request for Proposal (RFP). A competitive solicitation seeking Proposals for a specified service or technology, pursuant to which an award is made to the responsive and responsible respondent offering the best value. Generally, RFPs are used for the Procurement of services, information technology systems, and consultants.
18. Responsible. The status afforded an individual or company based on factors such as: financial ability and organization capacity; legal authority to conduct business in New York State; integrity as it relates to business related conduct; and past performance.
19. Responsive. Meeting the minimum Specifications or requirements as prescribed in a solicitation for goods or services.
20. Specifications (Requirements). Description of the physical or functional characteristics or the nature of a good, the work to be performed, the service or products to be provided, the necessary qualifications of the offerer, the capacity and capability of the offerer to successfully carry out the proposed Contract, the process for achieving specific results and/or anticipated outcomes, or any other requirement necessary to perform the work.
21. Supplies. All personal property, medical or non-medical in nature, including but not limited to, equipment, materials, pharmaceuticals, printing and insurance. Supplies do not include Personal Services and real property or that equipment determined to be substantial in nature.

### **III. SOURCE SELECTION**

#### **A. Methods of Source Selection.**

Unless otherwise authorized by law, all ECMCC Contracts will be awarded in accordance with one of the following Sections of these Guidelines:

- (a) Section III.B (Invitation for Bid);
- (b) Section III.C (Request for Proposal);
- (c) Section III.D (Small Purchases);
- (d) Section III.E (Medical Projects);
- (e) Section III.F (Waiver of Formal Competition).

#### **B. Invitation for Bid.**

1. Conditions for Use. Contracts will be awarded competitively by evaluating Bids submitted in response to an Invitation for Bid, except as otherwise provided in these Guidelines.
2. Invitation for Bid. When the estimated amount of Procurement exceeds \$20,000 for supplies and services, or \$35,000 for public construction projects (see Section III.D (Small Purchases)), and is not attributable to one of the exemptions found in Section III.F (Waiver of Formal Competition), ECMCC will issue an Invitation for Bid which shall include Specifications and the contractual terms and conditions applicable to the Procurement.

3. Public Notice. ECMCC will publish notice of the IFB in a daily newspaper, having general circulation in the County, at least five (5) days prior to the date set forth therein for the opening of Bids. Such notice shall state the time and place for opening of the Bids.
4. Bid Acceptance and Evaluation. Timely Bids will be unconditionally accepted and evaluated for responsiveness based on the requirements set forth in the IFB, which may include criteria to determine acceptability such as inspection, quality, workmanship, delivery and suitability for a particular purpose.
5. Correction or Withdrawal of Bids; Cancellation of Awards. ECMCC may permit, where appropriate, the withdrawal of inadvertently erroneous Bids before or after award, or cancellation of awards or Contracts based on such Bid mistakes. After Bid opening, no changes to Bid prices or other provisions of Bids prejudicial to the interest of ECMCC or fair competition shall be permitted.
6. Award. A Contract will be awarded after all necessary approvals have been obtained by written notice to the lowest responsible and responsive bidder (or bidders, in the case of multiple awards) whose Bid meets the requirements and criteria set forth in the IFB.
7. Bid Retention. All Bids received, including all related documentation and communications received from bidders during the bidding process, will be maintained in a Procurement record by ECMCC for twelve (12) months.

**C. Request for Proposal.**

1. Conditions for Use. A Contract may be solicited through an RFP rather than an IFB if the estimated amount of Procurement exceeds \$20,000 for supplies and services or \$35,000 for public construction projects (see Section III.D Small Purchases), and factors other than price are critical to the Procurement (such as specialized skills or equipment) and none of the exemptions described in Section III.F (Waiver of Formal Competition) are applicable. An RFP might be used for the Procurement of Personal Services or the Procurement of biotechnology, electronic, software and system applications.
2. Request for Proposal. ECMCC will issue an RFP, which shall include a statement of work and/or Specifications, and the contractual terms and conditions applicable to the Procurement.
3. Public Notice. ECMCC may publish notice of the RFP in a newspaper or other publication for purposes of soliciting participation.
4. Evaluation. The RFP shall set forth criteria stating the relative importance of each evaluation factor to the project, including price, to be used by ECMCC during the evaluation period.
5. Negotiations with Responsible Offerer and Revisions to Proposals. As provided in the RFP, a selection committee may conduct negotiations with responsible offerers who timely submit Proposals determined to be reasonably qualified to be

selected for award. The purpose of negotiations will be to seek the best value for ECMCC and to clarify for and advise offerers of the deficiencies in both the technical and price aspects of their Proposals so as to assure the full understanding of and conformance to the solicitation requirements. No offerer will be provided information about any other offerer's Proposal, and no offerer will be assisted in bringing its Proposal up to the level of any other Proposal. Offerers will not be directed to reduce their Proposed prices to a specified amount in order to be considered for award. A common deadline will be established for receipt of Proposal revisions and communicated to responsible offerers..

6. Award. After evaluation of Proposal revisions, if any, award will be made to the responsible offerer (or offerers, in the case of multiple awards) whose Proposal is determined to be the most advantageous to ECMCC taking into consideration price and the evaluation factors set forth in the RFP.
7. Documentation of Award. If an award is made to an offerer who is not the lowest bidder, ECMCC shall document the factors taken into consideration, and findings indicating the requirements of ECMCC are met by the award. Such documentation shall be maintained in the Procurement record.
8. Proposal Retention. All Proposals received, including all related documentation and communications received from offerers during the selection process, will be maintained by ECMCC for twelve (12) months.

**D. Small Purchases.**

1. Supplies and Services. Any Procurement of supplies and services, including professional services, not exceeding an aggregate total of \$20,000 including all renewal options may be made without regard to the competitive bidding process; provided, however, that the Procurement requirements shall not be artificially divided so as to constitute a small purchase under this Section.
2. Public Works. Any construction project not exceeding \$35,000 may be awarded without regard to the competitive bidding process; provided, however, that a construction project may not be divided into more than one project so as to constitute a small purchase under this Section.

**E. Medical Project.**

1. Source Selection. ECMCC may award Contracts for Medical Projects to Project Developers on the basis of factors other than cost alone, including but not limited to, facility design, system reliability, efficiency, safety and compatibility with other elements of patient care. Notwithstanding any contrary provisions of law, a Contract for a Medical Project with a Project Developer may be awarded pursuant to the competitive bidding process outlined in Section III.B (Invitation for Bid) or pursuant to the Proposal evaluation process outlined in Section III.C (Request for Proposal).
2. Public Notice. When an RFP is issued for a Medical Project, ECMCC shall publish notice of such issuance in at least one (1) newspaper of general

circulation in the County. Concurrent with the publication of such notice, a draft RFP shall be filed with the county commissioner of health.

3. Board Resolution. If after issuance of an RFP for a Medical Project, a Contract is awarded to a Project Developer who is not the lowest bidder, ECMCC shall adopt a resolution containing particularized findings indicating that the requirements of ECMCC are met by the award and that such award is in the public's best interest.
4. Project Cost over \$500,000. Where a Medical Project expected to cost more than \$500,000 involves the construction of a Medical Building, ECMCC's Contract with the Project Developer shall provide that the Medical Building shall be constructed through Contracts awarded through the competitive bidding process outlined in Section III.B (Invitation for Bid) and shall require separate and independent competitive bidding in each of the following subdivisions:
  - (a) plumbing and gas fitting;
  - (b) steam heating, hot water heating, ventilating and air conditioning apparatus; and
  - (c) electric wiring and standard illuminating fixtures.
5. Bid Security. Where a Medical Project expected to cost more than \$500,000 involves the construction of a Medical Building, the Project Developer or the Project Developer's construction subcontractors shall furnish bid security as provided in Section IV.A(1).

**F. Waiver of Formal Competition.**

The following types of contracts are exempt from the competitive bidding process and may be awarded by ECMCC without resorting to the preparation of an IFB or RFP:

1. Professional Services. Where issuance of an RFP is impractical due to the nature or scope of the services to be provided or the pricing structure, Professional Services may be procured through the solicitation of price quotations from no less than three (3) offerers. Such quotations should be obtained in writing, but may be obtained orally in person or by telephone, if documented contemporaneously. Award will be made to the offerer providing the best value to ECMCC based on an evaluation of the price and other specified factors.. If non-price factors are used, they shall be disclosed to all offerers at the time the price quotation is solicited. The names, addresses and/or telephone numbers of the offerers and persons contacted, along with the date and amount of each quotation shall be recorded and maintained in the Procurement record for no less than twelve (12) months after the termination of the related Contract or completion of all related work. Any award of a Contract under this Section III.F(1) shall be subject to and comply with ECMCC's M/WBE policies and procedures.
2. Additional Items under Existing Contract. Where the need for additional items arises under an existing contract awarded in accordance with competitive procedures outlined in these Guidelines, such Procurement may be made without resorting to an Invitation to Bid or Request for Proposal. Generally, the repeat order should occur within eighteen (18) months of the original order while the

additional quantities should not exceed thirty (30%) percent of the original quantities. All communications and documentation related to the Procurement of additional items will be maintained in the Procurement record.

3. Standardization. For reasons of efficiency or economy, purchase Contracts for equipment, materials, equipment or spare parts may be standardized to a particular make, model or brand upon the approval by at least three-fifths of the members of the Board of Directors of ECMCC. The resolution adopted by the Board shall specify the reasons that standardization is appropriate. A common reason for standardization is to ensure that equipment purchased is compatible with existing equipment or spare parts. For such purchases to be justified, the original equipment should be suitable for the required purpose, the price should be reasonable when compared to the overall cost, and the advantages of another make or source of equipment shall have been considered and rejected on grounds acceptable to ECMCC. After a resolution is adopted, ECMCC may specify the standardized make, model or brand in specification document.
4. Critical Item. If the Contractor responsible for a process design requires the purchase of critical items from a particular supplier as a condition of a performance guarantee, such purchase may be made without resort to the competitive procedures contained within these Guidelines; however, the record of such Procurement must contain the Contractor's name, address, and such Contractor's guarantee requiring the Procurement of the particular item. A record of the Procurement must be maintained, in writing, for no less than twelve (12) months after expiration of the guarantee.
5. Sole Source. If there is only one source for the required supply, service or construction item, resort to the competitive procedures contained within these Guidelines is not required. Records of any such Procurement will be maintained by ECMCC for twelve (12) months.
6. Emergency Procurement. Notwithstanding any other provision of these Guidelines, ECMCC may make or authorize others to make an emergency Procurement in the event of an immediate threat to public health, welfare or safety, or to prevent or minimize serious disruption of ECMCC services jeopardizing patient health, welfare or safety; subject to the following provisions:
  - (a) The emergency Procurement shall be limited to those supplies, services or construction items necessary to meet the immediate emergency;
  - (b) Whenever practicable, approval of the CEO shall be obtained prior to the Procurement;
  - (c) Emergency Procurements shall be made with such competition as is practicable under the circumstances;
  - (d) The official responsible for the Procurement shall submit to the Board of Directors a written determination of the basis for the emergency and for the selection of the particular Contractor within three (3) business days of the initial action.
7. Cooperative Purchasing. ECMCC may participate in a cooperative or joint purchasing agreement for the Procurement of supplies, services or construction

with one or more other municipal, state, federal or privately-owned hospital or other health related facility or medical school that receives public funding. Such cooperative or joint purchasing may include, but is not limited to, multi-party contracts between public Procurement units and open-ended public Procurement unit contracts that are made available to other entities.

8. Group Purchasing Organizations. ECMCC recognizes purchases made through Group Purchasing Organizations as a best practice in hospital purchasing nationwide with associated efficiencies, savings and speed. ECMCC may participate in one or more group purchasing organizations (GPO).
9. Surplus and Second-Hand. Surplus and second-hand supplies, equipment and materials purchased from the federal government, New York State, or any other political subdivision, district or public benefit corporation are not subject to the competitive Bid process.
10. Recycled Products. Recycled products may be purchased without regard to the competitive Bid process so long as they meet the specified requirements and are reasonably competitive. Reasonably competitive shall mean that the cost of the recycled product does not exceed a cost premium of 10% above a comparable non-recycled product.
11. Government Sources. ECMCC may purchase from the New York State Office of General Services when the purchase exceeds \$500, or it also may make purchases from the federal government or other political subdivision, without regard to the competitive Bid process. However, when ECMCC elects to use a government source for the purchase of goods or services, no purchase may be made where a Bid for such good or service has been received, unless the purchase may be entered into upon the same terms, conditions, and Specifications and represent a cost savings to ECMCC.

**G. Pre-qualification.**

Prospective suppliers may be pre-qualified for particular types of supplies, services or construction. Such pre-qualification, however, is subject to subsequent review and does not necessarily constitute a finding of responsibility for any particular contract award nor does it guarantee an amount to be awarded. Notice of the Request for Qualifications shall be published at least annually in a newspaper of general circulation, similar to an IFB/RFP. The pre-qualified vendor list generated by the Request for Qualifications shall not contain less than five (5) bidders and must remain open for additional qualified bidders. Prequalification of bidders does not constitute competitive bidding. An IFB or RFP must still be used to determine how a particular Procurement will be awarded.

**H. Cancellation of Invitation for Bid or Request for Proposal.**

An IFB, RFP or other solicitation may be canceled, or any or all Bids or Proposals may be rejected in whole or in part as may be specified in the solicitation or otherwise, when it is in the best interest of ECMCC. The reasons for the cancellation or rejection shall be made part of the Procurement record.

## **I. Responsibility of Bidders and Offerers.**

1. Standards. Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective contractor has:
  - (a) Available the appropriate financial, material, equipment, facility and/or personnel resources and expertise, or the ability to obtain them, necessary to indicate its ability to meet all contractual requirements;
  - (b) A satisfactory record of performance with projects of a similar size and nature;
  - (c) A satisfactory record of integrity;
  - (d) History of contracting with ECMCC;
  - (e) Qualified legally to contract with ECMCC; and
  - (f) Promptly supplied all necessary information in connection with the inquiry concerning responsibility.
2. Written Determination of Non-Responsibility Required. If a bidder or offerer who otherwise would have been awarded a contract is found non-responsible, ECMCC shall issue a written determination of non-responsibility setting forth the basis of the finding as specified in Section III.C.7.
3. Compliance with Procurement Lobbying Law. In accordance with ECMCC's Procurement Disclosure Policy (Exhibit C), bidders and offerers are required to disclose prior violations of the Procurement Lobbying Law and certify compliance with ECMCC's Procurement Disclosure Policy. ECMCC shall investigate any report of violation of the Procurement Disclosure Policy. Failure to comply with the Procurement Disclosure Policy may result in the disqualification of a Contractor from future Procurement opportunities.

## **J. Minority and Women-Owned Business Enterprises.**

It is the goal of ECMCC to (a) promote and assist participation of M/WBEs in competition for Procurement contracts; (b) award a fair share of Procurement contracts to such enterprises; and (c) award Contracts to those contractors who evidence compliance with the laws of New York prohibiting discrimination in employment. To achieve this goal, ECMCC shall use its best efforts to give M/WBEs an opportunity to compete for ECMCC business by soliciting or requesting offers from M/WBEs known to have experience in the type of goods or services needed. ECMCC shall consult any list maintained by any State agency or department known to ECMCC that identifies M/WBEs by area of expertise.

All IFBs and RFPs for supplies and services with an estimated cost in excess of \$25,000 and all IFBs and RFPs for public construction projects with an estimated cost in excess of \$100,000 shall disclose the M/WBE participation goals applicable to the Procurement. Failure to comply with ECMCC's policies and procedures with respect to M/WBE participation may result in the disqualification of a Contractor from future Procurement opportunities.

**K. Contract Provisions.**

Contracts for Personal Services shall detail the scope of services to be performed and the time frame for performance, the monitoring or reviewing of that performance by ECMCC personnel and, where appropriate, any permitted use of supplies, facilities or personnel.

Such contracts also shall state the compensation for the services, the timing of payment, the preconditions for receiving payment from ECMCC, procedures for termination of the contract and any other provisions counsel deems necessary or appropriate for each particular contract. If the performance of any contract permits or requires the use of subcontractors, the Contract shall require the Contractor to act affirmatively to secure such participation by M/WBEs and to report the nature and extent of such efforts to ECMCC in accordance with predetermined ECMCC participation goals.

All contracts awarded through one of the competitive Bid processes also must include the following non-collusive bidding certification language:

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

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**L. Contract Approval.**

1. General Counsel. All contracts must be reviewed and approved by the general counsel to ECMCC.
2. Board Approval. The execution of all contracts which are in excess of \$500,000 and do not appear in the budget must be approved by the Board of Directors.
3. Signing Authority. The CEO and CFO shall be the officers authorized to sign Contracts on behalf of ECMCC.
4. Monthly Reports. All newly executed contracts shall be presented in the form of a report and submitted to the Board of Directors at each monthly Board of Directors meeting.

**M. ECMCC Reserved Rights.**

ECMCC reserves the right to:

- (a) Reject any or all Proposals received in response to the IFB/RFP;
- (b) Withdraw the IFB/RFP at any time, in ECMCC's sole discretion;
- (c) Make an award under the IFB/RFP in whole or in part; \*
- (d) Disqualify any bidder whose conduct and/or Proposal fails to conform to the requirements of the IFB/RFP;
- (e) Seek clarifications and revisions of Proposals; \*
- (f) Use Proposal information obtained through site visits, management interviews and ECMCC's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to ECMCC's request for clarifying information in the course of evaluation and/or selection under the IFB/RFP;
- (g) Prior to the Bid opening, amend the IFB/RFP Specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- (h) Prior the Bid opening, direct bidders to submit Proposal modifications addressing subsequent IFB/RFP amendments;
- (i) Eliminate any mandatory, non-material Specifications that cannot be complied with by all of the prospective bidders;
- (j) Waive any requirements that are not material;
- (k) Negotiate with the successful bidder within the scope of the IFB/RFP in the best interests of ECMCC;
- (l) Conduct contract negotiations with the next responsible bidder, should ECMCC be unsuccessful in negotiating with the selected bidder;
- (m) Require clarification at any time during the Procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's Proposal and/or to determine an offerer's compliance with the requirements of the solicitation. \*

*\*Note: Failure to include these specific reserved rights (marked with an asterisk) in the solicitation precludes their use in that Procurement.*

**IV. BOND REQUIREMENT**

**A. Bid Security.**

1. Requirement for Bid Security on Construction Contracts. Bid security shall be required for Contracts involving the construction of a Medical Building when the cost is estimated to exceed \$500,000. Bid security shall be in the form of a bond from the Project Developer or the Project Developer's construction subcontractor guaranteeing prompt payment when due to all persons furnishing labor and materials. Such bond shall be provided by a surety company authorized to do business in New York, or the equivalent in cash or otherwise supplied in a form satisfactory to ECMCC. Nothing herein prevents the requirement of such bonds on other construction Contracts or Contracts valued under \$500,000 when the circumstances warrant.

2. Bid Security on Supply or Services Contracts. Bid security may be required for supply or service contracts, as ECMCC deems necessary to protect ECMCC's interests. Any security requirements shall be set forth in the solicitation. Bid security shall be a bond provided by a surety company authorized to do business in New York or the equivalent in cash or otherwise supplied in a form satisfactory to ECMCC. Bid security shall not be used as a substitute for a determination of a bidder or offerer's responsibility.
3. Rejection of Solicitations for Noncompliance with Bid Security Requirements. When the solicitation requires security, noncompliance requires that the Bid or Proposal be rejected unless otherwise waived by ECMCC pursuant to these Guidelines.

**B. Other Forms of Security on Construction Contracts.**

ECMCC may require other forms of security to assure timely, faithful and uninterrupted performance, including, but not limited to, operations period surety bonds, letters of credit, and appropriate written guarantees from the Contractor.

**V. ETHICS**

**A. Definitions.**

1. Direct and Indirect Participation. Involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or Procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
2. Employee. Any individual drawing a salary from ECMCC or any non-compensated individual performing services for ECMCC.
3. Relative. An individual residing in the same household as the ECMCC employee and any individual who is a direct descendent of the employee's grandparents or the spouse of such descendent..

**B. Conflict of Interest.**

1. Conflict of Interest. It shall be a breach of ethical standards for any employee to participate directly or indirectly in a Procurement when the employee knows that:
  - (a) The employee or a relative of the employee has a financial interest pertaining to the Procurement;
  - (b) A business or organization in which the employee or relative is involved has a financial interest pertaining to the Procurement;
  - (c) Any other person, business, or organization with whom the employee or relative is negotiating or has an arrangement concerning prospective employment is involved in the Procurement.
2. Limitations on Contracts with Former Officers and Employees. No former ECMCC officer or employee, either individually or as an officer or employee of a private business entity, may enter into a contract with ECMCC that would be prohibited by law for a period of two (2) years following termination from

ECMCC. This limitation may be waived by the Attorney General pursuant to New York Public Officers Law or by the CEO of ECMCC, with approval from the State Ethics Commission, when it is determined that (i) such former officer or employee has no interest other than their compensation in the outcome of the contract and (ii) such person's fulfillment of the contract is a benefit to ECMCC.

**C. Kickbacks.**

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, higher tier subcontractor or any person associated therewith, or a relative of such contractors or subcontractors, as an inducement for the award of a subcontract or order.

**D. Procurement Disclosure Policy.**

ECMCC, its officers, agents and representatives shall comply with State Finance Law Sections 139-j and 139-k and ECMCC's Procurement Disclosure Policy (Exhibit C) with respect to all Procurements with an estimated annualized expenditure of \$15,000.

**EXHIBIT A**

<b>SUPPLIES AND SERVICES</b>		
	<b>Yes</b>	<b>No</b>
1. Aggregate Cost \$10,000 +	Go to Step 2.	No IFB/RFP required.
2. <u>Waiver Exception</u> <ul style="list-style-type: none"> <li>• Add'l Item Under Existing Contract</li> <li>• Sole Source</li> <li>• Emergency</li> <li>• Standardization</li> <li>• Critical Item</li> <li>• Joint Purchasing/GPO</li> <li>• Surplus/Second Hand</li> <li>• Recycled Product</li> <li>• Government Source</li> </ul>	No IFB/RFP required.  <i>Over \$1 million: State Comptroller 90 day prior approval may be required. Consult ECMCC legal counsel.</i>	Go to Step 3.
3. Factors Other than Price Critical	RFP - Go to Step 4.	IFB - Go to Step 4.
4. Aggregate Cost \$25,000 +	Include M/WBE	M/WBE not required.

<b>PUBLIC WORKS/CONSTRUCTION</b>		
	<b>Yes</b>	<b>No</b>
1. Aggregate Cost \$20,000 +	Go to Step 2.	No IFB/RFP required.
2. <u>Waiver Exception</u> <ul style="list-style-type: none"> <li>• Add'l Item Under Existing Contract</li> <li>• Sole Source</li> <li>• Emergency</li> <li>• Standardization</li> <li>• Critical Item</li> <li>• Joint Purchasing/GPO</li> <li>• Surplus/Second Hand</li> <li>• Recycled Product</li> <li>• Government Source</li> </ul>	No IFB/RFP required.  <i>Over \$1 million: State Comptroller 90 day prior approval may be required. Consult ECMCC legal counsel.</i>	Go to Step 3.
3. Factors Other than Price Critical or Medical Project	RFP - Go to Step 4.	IFB - Go to Step 4.
4. Aggregate Cost \$100,000 +	Include M/WBE. Go to Step 5.	M/WBE not required. Go to Step 5.
5. Aggregate Cost \$500,000 +	<ul style="list-style-type: none"> <li>• IFB required.</li> <li>• Separate bids: <ul style="list-style-type: none"> <li>○ Plumbing/Gas</li> <li>○ HVAC</li> <li>○ Electrical</li> </ul> </li> <li>• Bid Security required.</li> </ul>	No further action.

**EXHIBIT B**

<b>IFB</b>	<b>RFP</b>
<ol style="list-style-type: none"> <li>1. Coordinate process through Purchasing</li> <li>2. Draft IFB to legal counsel for approval</li> <li>3. Publish 5 days prior to deadline</li> <li>4. Acceptance and evaluation</li> <li>5. Award</li> <li>6. Retain for IFB documents for 12 months</li> <li>7. Contract reviewed and approved by legal counsel</li> <li>8. If in excess of \$500,000 and not in annual budget, Board approval</li> <li>9. Contract executed by CEO and/or CFO</li> <li>10. Report of new contracts submitted to Board monthly</li> </ol>	<ol style="list-style-type: none"> <li>1. Coordinate process through Purchasing</li> <li>2. Draft RFP to legal counsel for approval</li> <li>3. If Medical Project: Publish 1 day upon issuance</li> <li>4. If Medical Project: File w/ County Commissioner of Health</li> <li>5. Evaluation</li> <li>6. Negotiation</li> <li>7. Award</li> <li>8. Document factors if not awarded to the lowest respondent</li> <li>9. Retain RFP documents 12 months</li> <li>10. Contract reviewed and approved by legal counsel</li> <li>11. If not in annual budget and in excess of \$500,000, Board approval</li> <li>12. Contract executed by CEO and/or CFO</li> <li>13. Report of new contracts submitted to Board monthly</li> </ol>

## EXHIBIT C

### ERIE COUNTY MEDICAL CENTER CORPORATION Procurement Disclosure Policy

#### I. Purpose.

It is the policy of Erie County Medical Center Corporation (“ECMCC”) to comply with the provisions of the procurement lobbying law set forth under State Finance Law §§ 139-j (Restrictions on Contacts During the Procurement Process) and 139-k (Disclosure of Contacts and Responsibility of Offerers). This Procurement Disclosure Policy (this “Policy”) is intended to assure that ECMCC’s procurement process and the practices of its officers and employees conform to the requirements of the procurement lobbying law.

#### II. Definitions. As used herein, the following terms shall have the meaning set forth below:

- (a) Article of Procurement. A public work, construction, commodity, service, technology, or revenue contract, the purchase or lease of real property or an acquisition of an interest in real property that is the subject of an ECMCC Procurement.
- (b) Contacts. Any oral, written or electronic communication by a Vendor or its agent with ECMCC under any circumstances where a reasonable person would infer that the communication was intended to influence an ECMCC Procurement.
- (c) ECMCC Procurement. (a) The preparation or terms of the specifications, bid documents, request for proposals, or evaluation criteria for a Procurement Contract, (b) solicitation for a Procurement Contract, (c) evaluation of a Procurement Contract, (d) award, approval, denial, or disapproval of a Procurement Contract, or (e) approval or denial of an assignment, amendment (other than amendments that are authorized and payable under the terms of the Procurement Contract as it was finally awarded), renewal or extension of a Procurement Contract, or any other material change in the Procurement Contract resulting in a financial benefit to the Vendor.
- (d) Impermissible Contacts. Contacts made by a Vendor shall be considered impermissible if the Vendor fails to satisfy the requirements of Section III hereof.
- (e) Vendor. The individual or entity, or any employee, agent or consultant or person acting on behalf of such individual or entity, that contacts ECMCC about an ECMCC Procurement during the Restricted Period of such Procurement.
- (f) Permissible Contacts. Contacts made by a Vendor shall be considered permissible if the Vendor satisfies the requirements of Section III hereof.
- (g) Procurement Contract. Any contract or other agreement for an Article of Procurement involving an estimated annualized expenditure in excess of Fifteen Thousand Dollars (\$15,000). Grants, Article 11-B State Finance Law contracts (*i.e.*, any contract providing for a payment under a program appropriation to a not-for-profit corporation), intergovernmental agreements, railroad and utility force accounts, utility relocation project agreements or orders and eminent domain transactions shall not be deemed Procurement Contracts.

- (h) Procurement Officer. The person ECMCC has designated in its Solicitation Materials as the contact person to whom Vendors shall make all contacts during the Restricted Period.
- (i) Procurement Record. This term shall have the meaning set forth in Section III hereof.
- (j) Proposal. Any bid, quotation, offer or response to ECMCC's Solicitation Materials relating to an ECMCC Procurement.
- (k) Restricted Period. The period of time beginning with the earliest written notice, advertisement or solicitation of a proposal or bid, or any other method for soliciting a response from Vendors intending to result in a Procurement Contract and ending with the final contract award and approval by ECMCC.
- (l) Solicitation Materials. Any request for proposals, invitation for bids or any other method of soliciting a response from Vendors intending to result in a Procurement Contract.

II. Contacts by Vendors. All Contacts between a Vendor and ECMCC during the Restricted Period for each Procurement shall be made through the applicable Procurement Officer, unless the Contact is made for one of the following purposes:

- (a) The submission of written proposals by Vendors in response Solicitation Materials;
- (b) The submission of written questions to a designated contact set forth in any Solicitation Materials, when all written questions and responses are to be disseminated to all Vendors who have expressed interest in the Solicitation Materials;
- (c) Participation in a conference provided for in any Solicitation Materials;
- (d) Complaints made in writing to the Executive Director by a Vendor regarding the failure of the applicable Procurement Officer to respond in a timely manner to authorized Vendor Contacts, provided that such written complaints become part of the Procurement Record;
- (e) Vendors who have been tentatively awarded a contract and are communicating with ECMCC for the sole purpose of negotiating the contract, so long as the Contact occurs after the Vendor has received notice of the tentative award;
- (f) Contact between designated ECMCC staff and a Vendor in which the Vendor requests the review of a procurement award;
- (g) Contacts by Vendors in protests, appeals or other review proceedings before ECMCC seeking a final administrative determination, or in a subsequent judicial proceeding;
- (h) Complaints of alleged improper conduct in an ECMCC Procurement to the Attorney General, Inspector General, District Attorney, or court of competent jurisdiction; or

- (i) Written complaints to the State Comptroller's Office during the process of contract approval, when the State Comptroller's approval is required by law, provided that such written complaints become part of the Procurement Record; and
- (j) Complaints of improper conduct in an ECMCC Procurement submitted by a municipal agency or local legislative body to the State Comptroller's Office.

The State Finance Law and this Policy permit communications between Vendors and ECMCC prior to the Restricted Period in the form of a request for information ("RFI") by ECMCC and the response thereto by the Vendor. The RFI must be used as a means to collect information upon which to base a decision by ECMCC to proceed with an ECMCC Procurement and not as a tool employed to award the Procurement Contract.

III. Procurement Record. For each ECMCC Procurement, the applicable Procurement Officer shall maintain a procurement record ("the Procurement Record"), including all written materials pertaining to the specific Procurement. Upon any Contact in the Restricted Period, the Procurement Officer shall obtain name, address, telephone number, place of principal employment and occupation of the person or organization making the Contact and inquire and record whether the person or organization making such contact was the Vendor or was retained, employed or designated by or on behalf of the Vendor to appear before or contact ECMCC about the Procurement. The Procurement Record shall include all recorded Contacts described in the prior sentence, whether such Contacts are Permissible Contacts or Impermissible Contacts. The Procurement Record shall not include communications that a reasonable person would infer are not intended to influence a Procurement. ECMCC shall keep a written or electronic copy of the Procurement Record for a period of six years from the end of the Restricted Period for each Procurement.

IV. Required Disclosure. In general, all Solicitation Materials shall incorporate a summary of this policy. The following provisions offer specific methods for satisfying such requirements.

- (a) In all ECMCC Solicitation Materials, the following statement shall appear:

Pursuant to State Finance Law §§ 139-j and 139-k, this solicitation [or other applicable identifier, *i.e.* "Invitation for Bid" or "Request for Proposal,"] includes and imposes certain restrictions on communication between ECMCC and a vendor (or contractor) during the procurement process. A vendor (or contractor) is restricted from making contacts from the earliest notice of intent to solicit offers through the final award and approval of the procurement contract by ECMCC (the "Restricted Period"), to other than the designated contact (the "Procurement Officer") unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §§ 139-j(3)(a). ECMCC's Procurement Officer(s) for this procurement is identified on the cover page of this solicitation.

- (b) In all ECMCC Procurement Contracts, the following provisions shall appear:

ECMCC reserves the right to terminate this contract in the event it is found that the certification filed by the vendor (or contractor) in accordance with State Finance Law §§ 139-k(5) was intentionally false or intentionally incomplete. Upon such finding, ECMCC may exercise its termination right by providing written notification to the vendor (or contractor) in accordance with the written notice terms of this contract.

- (c) In each response to any Solicitation Materials, the Vendor shall complete a combined Disclosure, Affirmation, and Certification (Appendix "A"), containing the following:
  - i. Vendor Disclosure of Prior Non-Responsibility Determinations (SFL § 139-k(2));
  - ii. Vendor Affirmation of Understanding of and Agreement to ECMCC Procurement Procedures (SFL §139-j(6)(b));
  - iii. Vendor Certification that all information provided to ECMCC pursuant to SFL §139-k is complete, true and accurate (SFL § 139-k(5));

The Failure of a Vendor to comply with such disclosure requirements will subject the Vendor to the sanctions described in Section VII hereof, as well as any other penalties permitted by law.

V. Requirements of ECMCC. Prior to conducting an award of a Procurement Contract, ECMCC shall:

- (a) Make a final determination of responsibility of the proposed awardee in accordance with ECMCC's existing procedures;
- (b) Make a final determination of responsibility of the proposed awardee that measures compliance with the State Finance law provisions regarding (i) Permissible Contacts and (ii) disclosure of all information required in any Solicitation Materials (including, but not limited to, prior findings of non-responsibility by a Governmental Entity); and

VI. Procedures for Alleged Violation.

- (a) Any director, officer or employee of ECMCC who becomes aware that a Vendor has violated this Policy or the Statutes shall:
  - i. Immediately notify ECMCC's designated Ethics Officer, who shall immediately investigate the alleged violation(s).
  - ii. If, after commencing the investigation, the Ethics Officer finds that there is sufficient cause to believe the alleged violation has occurred s/he shall give the alleged violating Vendor reasonable notice (in the form of a certified letter, return receipt requested) informing him/her of the allegations and providing him/her with an opportunity to be heard regarding the allegations.
  - iii. If, following the opportunity to be heard, the Ethics Officer determines that the Vendor has knowingly and willfully violated this Policy, State Finance Law §§ 139-k and/or 139-j or any other applicable procurement disclosure standards, the Vendor shall be subject to sanctions described in Section VII hereof.

VII. Sanctions. Upon a finding by the Ethics Officer that a Vendor has knowingly and willfully violated this Policy, State Finance Law §§ 139-k and/or 139-j or any other applicable procurement

disclosure standards affecting directors, officers or other employees of ECMCC, the Vendor shall be subject to the following sanctions, as well as any other penalty permitted by law:

- (a) The Vendor shall be deemed "non-responsible" and such Vendor (along with its subsidiaries and any other related or successor entity) shall not be awarded the Procurement Contract, unless ECMCC finds that the following special circumstances exist:
  - i. The award to the offending Vendor is necessary to protect public property or public health or safety; and
  - ii. The offending Vendor is the only source capable of supplying the required Article of Procurement within the necessary timeframe.
- (b) In addition, the Ethics Officer shall notify the State Office of General Services of the finding on non-responsibility.

VII. Distribution of this Policy. This Policy shall be distributed annually to ECMCC's Board of Directors and officers. It shall also be distributed annually to those employees that have the ability to affect any Procurement. It shall also be distributed to each new Board Member, officer and applicable employee as soon as practicable following commencement of such position.

**APPENDIX A**  
**STATE FINANCE LAW §§ 139-J AND 139-K**  
**DISCLOSURE, AFFIRMATION AND CERTIFICATION**

I. Contractor Disclosure of Findings of Non-Responsibility and Prior Contract Terminations or Withholdings under State Finance Law §139-j:

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

Contract Procurement Number: \_\_\_\_\_

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

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No

Yes

If yes, please answer the next questions:

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

No

Yes

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

No

Yes

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No Yes

6. If yes, please provide details below.

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

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_

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

(Add additional pages as necessary)

Contractor certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

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

Signature

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

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

II. Contractor Affirmation Relating to Procedures Governing Permissible Contacts:

Contractor affirms that it understands and agrees to comply with the procedures of Erie County Medical Center Corporation relative to permissible contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

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

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

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

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

Contractor Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## EXHIBIT D

### INSURANCE REQUIREMENTS

#### **CLASSIFICATION A:      CONTRACTS INVOLVING VENDOR CONSTRUCTION OR MAINTENANCE**

I.      The contractor shall obtain, at its own cost and expense, the following insurance coverages with insurance companies licensed in the State of New York and shall provide a certificate of insurance as evidence of such coverages on the Erie County Medical Center Corporation Standard Insurance Certificate.

A.      Comprehensive General Liability:

- i.      with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 per occurrence and annual aggregate. The coverage shall include:
  - a.      Premises and Operations;
  - b.      Products and Completed Operations;
  - c.      Independent Contractors;
  - d.      Contractual Liability (sufficient to cover all liability assumed under contracts with the Erie County Medical Center Corporation);
  - e.      Broad Form Property Damage; and
  - f.      Explosion, Collapse and Underground Hazards (x, c, u).

B.      Automobile Liability:

- i.      with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 each occurrence. The coverage shall include Owned, Hired, and Non-Owned Autos (Symbol "1" should be designated for Liability coverage on the Business Auto Policy).

C.      Excess "Umbrella" Liability:

- i.      with a minimum limit of \$1,000,000.

D.      Worker's Compensation and Employer's Liability:

- i.      providing statutory coverage in compliance with the Worker's Compensation Law of the State of New York.

E.      Disability Benefits:

- i.      providing statutory coverage in compliance with the New York State Disability Benefits Law.

II.      Comprehensive General Liability, Automobile Liability and Excess "Umbrella" Liability shall name the Erie County Medical Center Corporation as additional insured.

- III. All policies in which the Erie County Medical Center Corporation is named as an additional insured shall provide that:
  - A. The insurance company or companies issuing the policies shall have no recourse against the Erie County Medical Center Corporation for payment of any premiums or for assessments under any form of policy.
  - B. The insurance shall apply separately to each insured (except with respect to the limit of the liability).
- IV. Prior to cancellation, non-renewal or material change of the above policies, at least thirty (30) days advance written notice shall be given to the Erie County Medical Center Corporation, 462 Grider Street, Buffalo, New York 14215, and the agency requesting the certificate.
- V. All certificates of insurance shall be approved by the Erie County Medical Center Corporation's General Counsel prior to the inception of any work.

**CLASSIFICATION B:        CONTRACTS INVOLVING THE PURCHASE OR LEASE OF  
  MERCHANDISE OR EQUIPMENT**

- I. The contractor shall obtain, at its own cost and expense, the following insurance coverages with insurance companies licensed in the State of New York and shall provide a certificate of insurance as evidence of such coverages on the Erie County Medical Center Corporation Standard Insurance Certificate:
  - A. General Liability:
    - i. with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$500,000 per occurrence and annual aggregate. The coverage shall include:
      - a. Products and Completed Operations
      - b. Contractual Liability (sufficient to cover all liability assumed under contracts with the Erie County Medical Center Corporation)
  - B. Excess "Umbrella" Liability:
    - i. with a minimum limit of \$1,000,000.
  - C. Worker's Compensation and Employer's Liability:
    - i. providing statutory coverage in compliance with the Worker's Compensation Law of the State of New York.
  - D. Disability Benefits:
    - i. providing statutory coverage in compliance with the New York State Disability Benefits Law.

- II. Under Circumstances where the Erie County Medical Center Corporation will redistribute the products purchased to the ultimate user (e.g., hospital supplies), Products Liability should provide "Broad Form Vendors" coverage for Erie County Medical Center Corporation is additional insured. A copy of the endorsement should be attached to the Certificate of Insurance.
- III. Prior to cancellation, non-renewal or material change of the above policies, at least thirty (30) days advance written notice shall be given to the Erie County Medical Center Corporation, 462 Grider Street, Buffalo, N.Y. 14215, and the Agency requesting the certificate.
- IV. All certificates of insurance shall be approved by the Erie County Medical Center Corporation's General Counsel prior to the inception of any work.

**CLASSIFICATION C:      CONTRACTS INVOLVING PROFESSIONAL SERVICES**

I. The provider of professional services shall obtain, at its own cost and expense, the following insurance coverages with insurance companies licensed in the State of New York and shall provide a certificate of insurance as evidence of such coverages on the Erie County Medical Center Corporation Standard Insurance Certificate.

A. Comprehensive General Liability:

- i. with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$500,000 per occurrence and annual aggregate. The coverage shall include:
  - a. Premises and Operations;
  - b. Products and Completed Operations'
  - c. Independent Contractors'
  - d. Contractual Liability (sufficient to cover all liability assumed under contracts with the Erie County Medical Center Corporation); and
  - e. Personal Injury Liability (Coverages A, B, & C).

B. Automobile Liability:

- i. with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 each occurrence. The coverage shall include Owned, Hired and Non Owned Autos (Symbol "1" should be designated for Liability coverage on the Business Auto Policies).

C. Excess "Umbrella" Liability:

- i. with a minimum limit of \$1,000,000.

D. Worker's Compensation and Employer's Liability:

- i. providing statutory coverage in compliance with the Worker's Compensation Law of the State of New York.

E. Disability Benefits:



- B. Automobile Liability:
    - i. with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 each occurrence. The coverage shall include Owned, Hired, and Non Owned Autos (Symbol "1" should be designated for Liability coverage on the Business Auto Policy).
  - C. Excess "Umbrella" Liability:
    - i. with a minimum limit of \$1,000,000.
  - D. Worker's Compensation and Employer's Liability:
    - i. providing statutory coverage in compliance with the Worker's Compensation Law of the State of New York.
  - E. Disability Benefits:
    - i. providing statutory coverage in compliance with the New York State Disability Benefits Law.
- II. Comprehensive General Liability, Automobile Liability and Excess "Umbrella" Liability shall name the Erie County Medical Center Corporation as additional insured.
  - III. All policies in which the Erie County Medical Center Corporation is named as an additional insured shall provide that:
    - A. The insurance company or companies issuing the policies shall have no recourse against the Erie County Medical Center Corporation for payment of premiums or for assessments under any form of policy.
    - B. The insurance shall apply separately to each insured (except with respect to the limit of liability).
  - IV. Prior to cancellation, non-renewal or material change of the above policies, at least thirty (30) days advance written notice shall be given to the Erie County Medical Center Corporation, 462 Grider St., Buffalo, N.Y. 14215, and the Agency requesting the certificate.
  - V. All certificates of insurance shall be approved by the Erie County Medical Center Corporation's General Counsel prior to the inception of any work.

**CLASSIFICATION E:      CONTRACTS INVOLVING CONCESSIONAIRES**

- I. The Concessionaire shall obtain, at its own cost and expense, the following insurance coverage with insurance companies licensed in the State of New York and shall provide a certificate of insurance as evidence of such coverages on the Erie County Medical Center Corporation Standard Insurance Certificate.

- A. Comprehensive General Liability:
    - i. with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$500,000 per occurrence and annual aggregate. The coverage shall include:
      - a. Premises and Operations;
      - b. Products and Completed Operations;
      - c. Independent Contractors;
      - d. Contractual Liability (sufficient to cover all liability assumed under contracts with Erie County Medical Center Corporation); and
      - e. Personal Injury Liability (Coverages A, B & C).
  - B. Liquor Law Liability (applicable only if alcoholic beverages are served):
    - i. with a minimum limit of liability of \$500,000 each common cause.
  - C. Automobile Liability:
    - i. with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 each occurrence. The coverage shall include Owned, Hired and Non-Owned Autos (Symbol "1" should be designated for Liability coverage on the Business Auto Policy).
  - D. Excess "Umbrella" Liability:
    - i. with a minimum limit of \$1,000,000.
  - E. Worker's Compensation and Employer's Liability:
    - i. providing statutory coverage in compliance with the Worker's Compensation Law of the State of New York.
  - F. Disability Benefits:
    - i. providing statutory coverage in compliance with the New York State Disability Benefits Law.
- II. Comprehensive General Liability, Automobile Liability, Liquor Law Liability (if applicable), and Excess "Umbrella" Liability shall name the Erie County Medical Center Corporation as additional insured.
- III. All policies in which the Erie County Medical Center Corporation is named as additional insureds shall provide that:
- A. The insurance company or companies issuing the policies shall have no recourse against the Erie County Medical Center Corporation for payment of any premium or for assessments under any form of policy.
  - B. The insurance shall apply separately to each insured (except with respect to the limit of liability).

- IV. Prior to cancellation, non renewal or material change of the policies, at least thirty (30) days advance written notice shall be given to the Erie County Medical Center Corporation, 462 Grider St., Buffalo, New York 14215, and the Agency requesting the certificate.
- V. All certificates of insurance shall be approved by the Erie County Medical Center Corporation's General Counsel prior to the inception of any work.

**CLASSIFICATION F:      CONTRACTS INVOLVING LIVERY SERVICES**

- I. The provider of livery services shall obtain, at its own cost and expense, the following insurance coverages with insurance companies licensed in the State of New York and shall provide a certificate of insurance as evidence of such coverages on the Erie County Medical Center Corporation Standard Insurance Certificate.
  - A. Comprehensive General Liability:
    - i. with a minimum combined single limit of Bodily Injury and Property Damage of \$1,000,000 per occurrence and annual aggregate. The coverage shall include:
      - a. Premises and Operations;
      - b. Products and Completed Operations;
      - c. Independent Contractors;
      - d. Contractual Liability (sufficient to cover all liability assumed under contracts with the Erie County Medical Center Corporation); and
      - e. Personal Injury Liability (Coverages A, B & C).
  - B. Automobile Liability:
    - i. with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 each occurrence. The coverage shall include Owned, Hired and Non-owned Autos (Symbol "1" should be designated for Liability Coverage on the Business Auto Policy).
  - C. Excess "Umbrella" Liability:
    - i. with a minimum limit of \$1,000,000.
  - D. Worker's Compensation and Employer's Liability:
    - i. providing statutory coverage in compliance with the Worker's Compensation Law of the State of New York.
  - E. Disability Benefits:
    - i. providing statutory coverage in compliance with the New York State Disability Benefits Law.
- II. Comprehensive General Liability, Automobile Liability and Excess "Umbrella" Liability shall name the Erie County Medical Center Corporation as additional insured.

- III. All policies in which the Erie County Medical Center Corporation is named as an additional insured shall provide that:
  - A. The insurance company or companies issuing the policies shall have no recourse against the Erie County Medical Center Corporation for payment of any premiums or for assessments under any form of policy.
  - B. The insurance shall apply separately to each insured (except with respect to the limit of liability).
- IV. Prior to cancellation, non-renewal or material change of the above policies, at least thirty (30) days advance written notice shall be given to the Erie County Medical Center Corporation, 462 Grider St., Buffalo, New York 14215 and the Agency requesting the certificate.
- V. All certificates of insurance shall be approved by the Erie County Medical Center Corporation's General Counsel prior to the inception of any work.

**CLASSIFICATION G:      CONTRACTS INVOLVING PUBLIC ENTITIES**

- I. The municipality shall obtain, at its own cost and expense, the following insurance coverages with insurance companies licensed in the State of New York and shall provide a certificate of insurance as evidence of such coverages on the Erie County Medical Center Corporation Standard Insurance Certificate Form.
  - A. Comprehensive General Liability:
    - i. with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$500,000 per occurrence and annual aggregate. The coverage shall include:
      - a. Premises and Operations;
      - b. Products and Completed Operations;
      - c. Independent Contractors;
      - d. Contractual Liability (sufficient to cover all liability assumed under contract with the Erie County Medical Center Corporation);
      - e. Broad Form Property Damage for Snow Removal Contracts;
      - f. Personal Injury Liability; and
      - g. Host Liquor Liability (applicable only if alcoholic beverages are served).
  - B. Automobile Liability:
    - i. with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 each occurrence. The coverage shall include Owned, Hired and Non-Owned Vehicles (Symbol "1" should be designated for Liability coverage on the Business Auto Policy).
  - C. Excess "Umbrella" Liability:
    - i. with a minimum limit of \$1,000,000 OR

- ii. with a minimum limit of \$3,000,000 for transportation contracts of people in buses, vans, and station wagons.
- II. Comprehensive General Liability, Automobile Liability and Excess "Umbrella" Liability shall name the Erie County Medical Center Corporation as additional insured.
- III. All policies in which the Erie County Medical Center Corporation is named as an additional insured shall provide that:
  - A. The insurance company or companies issuing the policies shall have no recourse against the Erie County Medical Center Corporation for payment of any premiums or for assessments under any form of policy.
  - B. The insurance shall apply separately to each insured (except with respect to the limit of liability).
- IV. Prior to cancellation, non-renewal or material change of the above policies, at least thirty (30) days advance written notice shall be given to the Erie County Medical Center Corporation 462 Grider St., Buffalo, New York 14215, and the Agency requesting the certificate.
- V. All certificates of insurance shall be approved by the Erie County medical Center Corporation's General Counsel prior to the inception of any work.

**Erie County Medical Center Corporation Standard Insurance Certificate**

This certificate does not amend, extend or alter the coverage afforded by the standard form policies listed below.

I Insured: Name Address Zip Phone No.	III Companies Affording Coverages  A  B  C  D
II Issuing Agency: Name Address Zip Phone No.	

IV. This is to certify that the policies listed below have been issued to the insured named above and are in force at this time.

Indicate Type of Insurance by Checking the Box	Policy Number	Expiration Date	Limits of Liability in Thousands		
			Check the Box	Each Occurrence	Aggregate
COMPANY LETTER from III Above 1. General Liability <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Premises and Operations <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Contractual <input type="checkbox"/> Personal Injury <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Explosion, Collapse <input type="checkbox"/> Underground Hazard			<input type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage  OR  <input type="checkbox"/> Combined Single Limit		
2. Automotive Liability Comprehensive Form OR <input type="checkbox"/> Schedule Form <input type="checkbox"/> owned <input type="checkbox"/> hired <input type="checkbox"/> non-owned			<input type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage OR <input type="checkbox"/> Combined Single Limit		
3. Excess Liability <input type="checkbox"/> Umbrella Form OR <input type="checkbox"/> other than umbrella <input type="checkbox"/> auto <input type="checkbox"/> general <input type="checkbox"/> both			Bodily Injury & Property  Damage Combined \$ _____  Self Insured Retention \$ _____		
4. Worker's Compensation & Employer's Liability Disability Benefits			Statutory  Statutory		
5. Other					

V. Erie County Medical Center Corporation is included as an additional insured under the following Policy numbers:  
 \_\_\_\_\_

VI. Description of Operations: It is understood that this coverage on behalf of the insured is for all locations in the County of Erie, State of New York.

VII. ACKNOWLEDGMENT: Insurance companies providing these coverages acknowledge that the named insured is entering into a contract with the Erie County Medical Center Corporation, in which the named insured agrees to defend, hold harmless and indemnify ECMCC, its officials, employees and volunteers against all claims resulting from work performed, material handled and services rendered. The Contractual Liability coverage evidenced above covers the liability assumed under the County - Contractor agreement.

VIII. Prior to non-renewal or cancellation of these policies, at least thirty (30) days advance written notice shall be given to the Erie County Medical Center Corporation's General Counsel and the Agency requesting this Certificate, before such change shall be effective.

IX. Name and Address of Certificate Holder & Recipient of Notice Erie County Medical Center Corporation 462 Grider Street Buffalo, New York 14215 (716) 858-3250	Date Issued _____ Auth. Representative _____ Firm Name & Address _____ _____
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FOR PURCHASING USE ONLY: Name of ECMCC Dept. Requesting Certificate \_\_\_\_\_  
Purchase Order or Contract Number \_\_\_\_\_  
EXHIBIT IC Vendor Insurance Classification \_\_\_\_\_

Form ECMCC INS (Rev. 03-2006)

**INSTRUCTIONS FOR ERIE COUNTY MEDICAL CENTER CORPORATION STANDARD INSURANCE CERTIFICATE**

I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.

II. CERTIFICATES OF INSURANCE

- A. Shall be made to the "Erie County Medical Center Corporation, Purchasing Dept., 462 Grider St., Buffalo, N.Y 14215"
- B. Coverage must comply with all specifications of the contract.
- C. Executed by an insurance company and/or agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

III. Forward the completed certificate to: Erie County Medical Center Corporation, Purchasing Dept. 462 Grider St., Buffalo, NY 14215.

IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others or Use of Facilities Or Grounds	E Concession- Aires Services	F Livery Services	G All Purposes Public Entity Contracts
Comp. Gen. Liab.	\$1,000,000	\$500,000 CSL	\$500,000 CSL	\$1,000,000	\$500,000 CSL	\$1,000,000	\$500,000 CSL
-Prem. & OPS	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
-Prods. & Compl. OPS	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
-Independ. Contract	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
-Contractual	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
-Broad Form P.D.	INCLUDE	Note: Comprehensive Form Not Required					See note below
-X.C.U.							
-Personal Injury			INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
-Liquor Law				INCLUDE	See note below		
-Host Liquor							INCLUDE
Auto. Liab.	\$1,000,000CSLL		\$1,000,000CSL	\$1,000,000CSL	\$1,000,000CSL	\$1,000,000CSL	\$1,000,000CSL
-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
-Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
-Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess Umbrella Liab.	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	See note below						See note below
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Professional Liab.			\$1,000,000				
ECMCC Is To Be Named Add'l Insd. On	Gen.Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen.Liab., Auto Liab., & Excess	Gen.Liab., Auto Liab., & Excess	Gen.Liab., Auto Liab., & Excess	Gen.Liab., Auto Liab., & Excess	Gen.Liab., Auto Liab., & Excess

\* Construction contracts require excess Umbrella Liability limits of \$3,000,000.

\*\* Snow removal contracts require evidence of broad form property damage.

\*\*\* In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.

\*\*\*\* Transportation of people in buses, vans or station wagons requires \$3,000,000 excess liability.

NOTE: Workers' Compensation & Employer's Liability plus NYS Disability Benefits does not apply to self-employed individuals.

V. In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the standards printed above.

VI. The "ACORD" form certificate may be used in place of the Erie County Medical Center Corporation's Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.