



The Culture of Care

ERIE COUNTY MEDICAL CENTER CORPORATION

REQUEST FOR PROPOSALS FOR
ARCHITECTURAL / ENGINEERING SERVICES
FOR:
EXTERIOR ENVELOPE IMPROVEMENTS AND MAIN
LOBBY EXPANSION

SEPTEMBER 25, 2017

RFP # 21723

The deadline for submission of proposals is **TUESDAY, OCTOBER 17, 2017 at 11 a.m. EST.** Submit one (1) sealed paper copy and one (1) electronic copy (on flash drive or CD-ROM) of the proposal to:

Erie County Medical Center Corporation
Attention: Sarina M. Rohloff
462 Grider Street - Room G-140
Buffalo, New York 14215

LATE, EMAILED OR INCOMPLETE BIDS WILL NOT BE ACCEPTED

Mark in left hand corner of envelope:

RFP # 21723

Due: October 17, 2017

Submitted by: _____

MANDATORY PRE-BID CONFERENCE TO BE HELD

MONDAY, OCTOBER 2, 2017 at 11 a.m. EST

VIA TOLL FREE TELEPHONE CONFERENCE BRIDGE: 1-866-244-8528

GUEST PASSCODE: 898300

In accordance with State Finance Law Sections 139-j and 139-k, the designated contact for this RFP is listed below. All questions regarding this RFP must be submitted in writing to the designated contact within the timeframes set forth in the RFP Schedule located at Section 3 of this RFP. Copies of questions and responses will be issued to all respondents as an Addendum to this RFP as set forth in the RFP Schedule.

Designated contact: Sarina M. Rohloff, RFP/IFB Coordinator (Srohloff@ecmc.edu)

1. BACKGROUND

- 1.1 Erie County Medical Center Corporation (“ECMCC”), located in Buffalo, New York, is a public benefit corporation, created by state law on July 22, 2003. ECMCC previously operated as a department of the County of Erie, New York.
- 1.2 ECMCC has 602 inpatient acute, psychiatric, rehabilitation, and alcohol rehabilitation beds. ECMCC has more than 40 outpatient specialty care clinics with both on-site and off-site locations. In addition, ECMCC operates Terrace View, a skilled nursing facility with 390 beds.
- 1.3 As a Level 1 Trauma Center, ECMCC brings a special expertise and a high level of medical and surgical skill to every patient care department in the Hospital, from the Burn Treatment Center to the Acute Rehab Unit.
- 1.4 As the medical emergency response system for the entire county, ECMCC has one of the largest emergency departments in Western New York, with 29 exam rooms, including four for trauma, and a “fast track” program available for less critical emergencies.
- 1.5 ECMCC’s Regional Burn Treatment Center is the only unit of its kind in Western New York. With 24 hour burn care by a specially trained burn healthcare team, extensive rehabilitation programs, and comprehensive psychosocial support, the Burn Center is an integral part of ECMCC’s trauma services.
- 1.6 ECMCC is affiliated with the State University of New York at Buffalo and is recognized as a major teaching hospital in Western New York.

2. RESERVATION OF RIGHTS:

- 2.1 ECMCC reserves the right to qualify multiple respondents.
- 2.2 ECMCC reserves the right to reject any and all proposals submitted in response to this Request for Proposals (“RFP”).
- 2.3 ECMCC reserves the right to terminate this RFP process at any time.
- 2.4 ECMCC reserves the right to waive any non-conformity with the requirements of this RFP.
- 2.5 ECMCC reserves the right to seek clarification from a respondent at any time throughout the RFP process for the purpose of resolving ambiguities or questioning information presented in the proposal.
- 2.6 ECMCC reserves the right to apportion the award among one or more respondents.

3. RFP SCHEDULE:

RFP Issued:	Monday, September 25, 2017
Mandatory Pre-Proposal Conference Call	Monday, October 2, 2017
Deadline for Questions:	Tuesday, October 3, 2017
Notification of Intent to Submit Proposal Due:	Wednesday, October 4, 2017
Answers Issued By Addendum:	Tuesday, October 10, 2017
Proposals Due:	Tuesday, October 17, 2017
3 Finalist Respondents Identified:	Monday, October 23, 2017
Presentations by Finalists at ECMCC	Monday, October 30, 2017
Anticipated Contract Award	Wednesday, November 1, 2017

MANDATORY PRE-PROPOSAL CONFERENCE CALL:

A mandatory pre-proposal conference call is scheduled for **Monday, October 2, 2017 at 11 a.m. EST**. This conference call can be accessed by dialing 1-866-244-8528, Conference ID 898300. The purpose of this call is to provide an overview of the RFP and M/WBE and SDVOB requirements and permit respondents an opportunity to ask general questions surrounding these topics. Any content-specific questions however must be submitted in writing by **Tuesday, October 3, 2017** to srohloff@ecmc.edu.

Participation in the pre-proposal conference calls is mandatory, unless documentation can be provided demonstrating extraordinary circumstances for missing the call. A “roll call” of potential respondents will be conducted at the end of each call. Proposals will only be accepted from respondents who participated in the pre-proposal conference calls and confirmed attendance during the roll call.

4. SCOPE OF SERVICES/SPECIFICATIONS:

A. General

ECMCC is seeking qualified consultants to provide Architectural/Engineering services for Exterior Envelope Improvements based on the findings of an ongoing Building Envelope Study. The successful respondent will provide A/E Services for building envelope work on the Main Building Tower and Podium & the DK Miller Building.

The successful respondent shall also provide services relating to the expansion and renovation of the hospital’s main entrance lobby. ECMCC intends to have one firm provide design services for both of these projects so that the aesthetics of any exterior glazing systems can be complimentary between the two projects. Additional details are provided below.

1. **Building Envelope Improvements.** Attached as **Appendix A** is a portion of ECMCC RFP 21611, Building Envelope Study (pages 5-7). ECMCC has engaged DiDonato Associates in September 2017 in response to RFP 21611 to conduct a comprehensive study, survey and evaluation of ECMCC’s Building Envelope Conditions on the Main Hospital Tower and podium, as well as the DK Miller Building. The study’s final report will be issued by late December 2017 to the firm selected for this RFP. The primary purpose of the envelope study was to observe, map and evaluate existing exterior

envelope building conditions, identify problematic and deficient existing conditions, including the causes. This study will also include proposed corrective actions, potential construction costs and energy saving information based on proposed repairs and or upgrades to the existing building material systems. The results of this study shall lead the initial schematic programming and design service discussion for this RFP; however the use and availability of this information should not be misunderstood as limiting the required A/E services to anything less than full schematic design through construction administration.

2. **Lobby Expansion & Renovations.** Attached as **Appendix B** is information on the "Expansion & Renovation of the Main Lobby" which is provided for the general information of respondents interested in submitting a proposal. The main lobby expansion project program includes new escalators, two (2) new elevators, new main entrance finishes, new main reception area, and new mechanical systems to support the lobby expansion. The approximate square footage of the anticipated lobby expansion is 4,200 sq. ft. The intent is to also provide an open concept from the 1st floor overlooking out through the new entrance. The footprint of the lobby expansion should not extend beyond the current curb line of the existing drop off lanes. A covered patient / visitor drop off area at the main entrance for multiple vehicles is also desired as part of this project. The existing lobby food court vendor areas will not be redesigned within the services of this RFP. The existing lobby areas beyond the escalators are anticipated to receive interior finish upgrades with limited wall location modifications.

B. A/E Service Fee Structuring:

A description of your proposed fee structure for the solicited services is required in the format described below. Appendix C is included at the end of this RFP for the candidate's completion and inclusion in the pending proposal submission. Before establishing these fee structures there are a few key service scope factors that the Proposers will need to account for in their applicable fee percentages. These factors are as follows:

1. For the purposes of this RFP the definition of "**Contracted Value**" shall mean the sum of all projected applicable construction, renovation, furniture, fixture, and equipment contract costs. This would specifically exclude project applicable Construction Management costs, including direct personnel, reimbursable expenses, and service fees. Costs associated with equipment purchases made directly by ECMCC shall also be **excluded**.
2. The initial A/E service contract fee shall be based on established budgets. A fee reconciliation process shall follow the award of project related construction, renovation, furniture, fixture, and equipment contracts which shall adjust the A/E fee against the actual Contracted Values.
3. As with any construction or renovation project, none can be completed without the incurrence of contract-related change orders, modifications to the original contract scope. In simple terms these change orders are the result of unforeseen conditions, owner desired changes, and designer errors/omissions, each such incurrence being a "post-bid" recognition. Such changes require additional services on the part of the A/E, including but not necessarily limited to modifications to contract drawings and specifications, related investigation and research, and other work required to accurately define the proposed and or necessary changes to the current contract requirements. Other than those arising out of errors and omissions, these additional services shall be

compensated at the same percentage fee that the original A/E service agreement was based upon. Related fee reconciliations shall occur periodically throughout the duration of the project to adjust the balance due amounts accordingly.

4. Respondents shall provide a single service fee for the Exterior Building Envelope Improvements and the Main Lobby Expansion project. The Exterior envelope project will include work on the Exterior walls, Windows and Roof Systems of the Main Hospital Tower and podium as well as the DK Miller Building. This service fee is to be indicated as a percentage of the project's "contracted value" in the appropriate location on the provided proposal sheet, **Appendix C**.
5. Reimbursable Expenses:
Reimbursable Expenses for the purposes of this RFP are recognized as a variable (unless otherwise specified) which will be negotiated based upon the eventual scope and extent of the required design services for the individual or group of projects being considered. Qualify in the space provided on the attached proposal sheet(s) or supplemental sheet(s) if necessary, any items or services specifically excluded from your above referenced service fee percentages, those which you would propose to bill separately should such items or services become necessary. **Approved reimbursable expenses shall be billed at cost.**

C. Standard A/E Services:

For the purposes of this RFP the standard set of A/E services (upon which the Proposer's fee percentages are based) shall include the following disciplines as further clarified below:

1. Environmental - the contract documents shall identify and specify hazardous material abatement and/or disposal requirements which shall be part of the standard A/E service scope. Any design-related field sampling and or testing shall be viewed as a reimbursable expense under the A/E's responsibility. Any third party construction phase monitoring, sampling, or other related services shall be provided by the CM.
2. Civil – any design related field sampling and/or testing shall be viewed as a reimbursable expense under the A/E's scope.
3. Structural, Architectural, Mechanical, Electrical, & Plumbing
4. Commissioning – the contract documents shall identify Building System Commissioning requirements consistent with 2010 FGI standards, differentiating between MEP Contractors and Commissioning Agent responsibilities, this being part of the standard A/E service scope. A/E shall also be responsible for retaining an independent Commissioning Agent as part of its standard service scope. Modifications and commissioning of the existing lobby smoke evacuation system will be required as part of the main lobby expansion work.
5. Security & Access Control - the contract documents shall identify project specific extensions and/or expansions to existing security and access control systems, this being part of the standard A/E service scope.
6. Signage & Wayfinding - the contract documents shall identify project specific signage and wayfinding requirements which shall be consistent with ECMCC's standard

signage specifications, this being part of the standard A/E service scope.

7. Furniture, Fixtures & Equipment (FF&E) - the contract documents shall identify project specific FF&E requirements, both fixed and movable, differentiating between contractor and owner provided items. A/E shall ensure that all FF&E requirements are accounted for and fully coordinated with the constructed and/or renovated project, this being part of the standard A/E service scope. It is important to note that the A/E **shall not** be compensated for the value of equipment purchased directly by ECMCC.
8. A CM shall be responsible for the management of the bid and construction phase of each of these above disciplines. The CM contract is anticipated to be awarded by late December of 2017. The Exterior Building Envelope Improvements & Expansion of the Main Entrance Lobby are anticipated to be bid out as two separate projects. Potential considerations to bid one combined project will be evaluated after the CM contract has been awarded.

D. Timeframe of Services to be provided:

1. Schematic Design through Construction Administration
Standard A/E Services inclusive of schematic design, design development, construction document, bid/award, and construction administration phases. ***The construction administration phase of the A/E's Exterior Building Envelope Improvement services is anticipated to be carried out over a multi-year project. It is expected that any window replacement and joint sealant work on the existing buildings may span the summer & fall of 2018, 2019 and 2020. The successful respondent will be asked to assist the CM with the development and issuance of phasing & sequencing drawings by floor level / elevation in order to coordinate any potential staff & patient relocations adjacent to work areas. *** The successful respondent's timeline to produce construction documents for the Main Lobby Expansion Project will be limited to (4) months from the contract award date. The Main Lobby Expansion project is expected to be ready to bid on March 1 2018. Denote your proposed fee as a percentage of the Project Specific Contracted Value Range in the appropriate location(s) on the provided proposal sheet(s).

5. PROPOSAL REQUIREMENTS:

- 5.1 Proposals must include the following information:
 - 5.1.1 Responsive documents outlining how your company will meet the deliverables described in the Section 4 (Scope of Services/Specifications).
 - 5.1.2 Detailed fee schedule in accordance with Section 4 with all fees incurred for the deliverables included in this RFP, in accordance with the attached Appendix C.
 - 5.1.3 Company profile including organizational chart indicating persons who will be assigned to work with ECMCC and resumes
 - 5.1.4 Length of time respondent has been in business.
 - 5.1.5 Three (3) references of facilities similar in size to ECMCC that may be contacted by ECMCC to discuss respondent's services.

- 5.1.6 Disclose whether respondent has ever had a contract terminated and if so, provide a detailed explanation of the contract and circumstances surrounding termination.
- 5.1.7 Disclose whether any shareholder, director, officer or employee is currently employed by ECMCC, or was an employee of ECMCC during the two (2) year period preceding the date of the proposal, and if any shareholder, director, officer or employee is a member of any governing board of ECMCC or its affiliates.
- 5.1.8 Disclose any other areas that may be a potential conflict of interest.
- 5.1.9 Describe all contracts, affiliations, referral arrangements or other business relationships the respondent has with any hospital, health care system or health care provider with offices or facilities in Western New York.
- 5.2 The following forms must be submitted with each proposal:
 - 5.2.1 M/WBE Utilization Plan - Form MWBE 100 (Exhibit A-1) (see Section 7 below).
 - 5.2.2 Respondent Data Form (Exhibit B).
 - 5.2.3 Non-Collusive Bidding Certification (Exhibit C).
 - 5.2.4 Disclosure, Affirmation and Certification in accordance with State Finance Law §§ 139-j and 139-k (Exhibit D).
 - 5.2.5 Not-for-profit budget form (Exhibit E) (note this form is only required if the respondent is a not-for-profit corporation).
 - 5.2.6 Diversity Practices Questionnaire (Exhibit F) (see Section 7 below)

6. EVALUATION CRITERIA:

- A. Quality of relevant project experience (25%).
- B. Quality of references on relevant projects (25%).
- C. Proposed service fee percentage (45%).
- D. Diversity Practices (5%).

7. M/WBE REQUIREMENTS AND DIVERSITY PRACTICES:

- 7.1 Equal Opportunity, Service-Disabled Veteran-Owned Business, and Minority/Women-Owned Business Enterprise Utilization. ECMCC is committed to promote equality of economic opportunity for minority group members and women, service-disabled veterans, and the facilitation of minority and women-owned business enterprise (“MWBE”) and service-disabled veteran-owned business (“SDVOB”) participation. In accordance with Articles 15-A and 17 of the New York State Executive Law and the regulations set forth at 5 NYCRR Parts 140-144 and 9 NYCRR Part 252, by submitting a proposal, the respondent agrees to be bound by the provisions set forth in Exhibit A to

this RFP.

- 7.2 Utilization Plans. If Exhibit A reflects that MWBE and/or SDVOB participation goals apply to this RFP, Respondents are required to submit an MWBE and/or SDVOB Utilization Plan (see Exhibit A-1) with their proposal in accordance with 5 NYCRR 142.6(a) and 9 NYCRR 252.2(i). The Utilization Plan should list each NYS Certified MWBE / SDVOB the respondent intends to utilize to perform the contract, a description of the scope of work to be performed by each MWBE / SDVOB, and the estimated or, if known, actual dollar amounts to be paid to each MWBE / SDVOB. Respondents shall utilize MWBEs / SDVOBs as subcontractors, subconsultants, suppliers, and/or enter into joint venture or teaming agreements with MWBEs / SDVOBs in order to comply with the MWBE / SDVOB utilization requirements set forth in Exhibit A.
- 7.3 M/WBE Respondents. In the event that a respondent is a certified M/WBE, the respondent must nevertheless utilize at least one other MBE or WBE firm to satisfy the total M/WBE goals of the RFP. For example, if the respondent is a certified MBE, the respondent must engage WBE participation to satisfy the MBE portion of the goal. If the respondent is a WBE, the respondent must engage MBE participation in order to satisfy the WBE portion of the goal.
- 7.3 Excluded Contracts. Certain procurements are excluded from MWBE and/or SDVOB participation. The goals for each RFP are reflected in Exhibit A of this RFP. In the event that Exhibit A reflects no utilization goals applicable to this RFP, the RFP is for an expenditure that is excluded from ECMCC's MWBE or SDVOB program and respondents are not required to submit an MWBE and/or SDVOB Utilization Plan. However, under all circumstances, respondents are encouraged to solicit MWBE and SDVOB utilization and to submit MWBE and SDVOB Goal Plans, and ECMCC may consider respondent's proposed MWBE and SDVOB utilization in determining which proposal represents the best value to ECMCC.
- 7.5 Not-for-profit respondents. Any services that are self-performed by a not-for-profit respondent (i.e., services not procured in the open market) in response to this RFP, as well as any personal services, rent, and utilities costs related to this procurement, are exempt from the M/WBE goals that have been assigned to this procurement. After exempting personal services, rent, utilities and self-performance, M/WBE goals will still attach to the entire remainder of the funds of the procurement.

(For example, if the respondent's proposal for this procurement is \$100,000, and \$80,000 of this amount is comprised of personal services, rent, utilities and self-performance by the not-for-profit, then the remaining \$20,000 would still be subject to the M/WBE goals assigned in this contract.)

This exception applies solely to not-for-profit respondents. For the purposes of calculating which funds shall still be subject to M/WBE requirements, all not-for-profit respondents should fill out and return the attached Exhibit E.

Respondents who are for-profit organizations are still required to apply the M/WBE goals to the full amount of this procurement in their proposals. Please note that all parties are still responsible for submitting utilization plans (as detailed in Exhibits A and A-1) with their proposals that cover all services that are not exempt as described in the above.

- 7.6 Diversity practices. Diversity practices are the efforts of contractors to include New York State-certified M/WBE's in their business practices. Diversity practices may include past, present, or future actions and policies, and include activities of contractors on contracts with private entities and governmental units other than the State of New York. Assessing the diversity practices of contractors enables contractors to engage in meaningful, capacity-building collaborations with MWBEs.

Pursuant to New York State Executive Law Article 15-A, ECMCC has determined that the assessment of the diversity practices of respondents to this procurement is practical, feasible, and appropriate. Accordingly, respondents to this procurement are required to fill out and return the questionnaire attached to this RFP as Exhibit F as part of their response. This questionnaire is intended to determine the overall diversity practices of respondents, regardless of specific M/WBE participation in this procurement.

8. GENERAL INSTRUCTIONS TO RESPONDENTS:

- 8.1 **Insurance** in the amounts designated in the attached Appendix D shall be procured by the successful respondent before commencing work and no later than fourteen (14) days after notice of award, which insurance shall be maintained without interruption for the duration of the Contract in the kinds and amounts specified by ECMCC. If the insurance is not provided in acceptable form within this period of time, then the Director of Purchasing may declare the vendor non-responsible and award the contract to the next lowest responsible vendor. Certificates of insurance shall be furnished by the successful respondent in conformity with the ECMCC standard insurance certificate.
- 8.2 **The proposal** must be submitted following the outline format of the RFP (i.e. answer questions and submit requirements in the same order and under the same heading as the outline), or the response will not be considered. The response must be typed and original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted.
- 8.3 **Any change in wording or interlineations by a respondent of the inquiry** as published by ECMCC shall be reason to reject the proposal of such respondent, or in the event that such change in the RFP is not discovered prior to entering into a contract, to void any contract entered into pursuant to such RFP.
- 8.4 **For the purpose of determining which respondent is the lowest qualified responsible vendor**, it shall be the obligation of all respondents to present information and documentation to ECMCC to establish that the respondent possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per the RFP scope of services and specifications. ECMCC does not obligate itself to accept the lowest proposal.
- 8.5 **Failure to perform** or meet delivery schedules as per the accepted proposal may result in legal action by ECMCC to recover damages.
- 8.6 **The successful respondent shall comply with all laws, rules, regulations and ordinances** of the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to its performance under this contract.
- 8.7 **Any cash discount** which is part of a proposal will be considered as a reduction in price in determining the award of the proposal.

- 8.8 **ECMCC may, as the need arises, order changes** in the work through additions, deletions or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the contractor and ECMCC.
- 8.9 **Any additional information** which the respondent desires to add to the response shall be attached to and submitted with the formal sealed response on a separate sheet of paper.
- 8.10 **The proposal is firm and irrevocable for a period of 60 days** from the date and time of the proposal opening. If a contract is not awarded within the 60 day period, a respondent to whom the contract has not been awarded may withdraw his proposal by serving written notice of his intention to do so upon the ECMCC Purchasing Department.
- 8.11 **Prices charged to ECMCC** are to be no higher than those offered to any other governmental or commercial consumer. If respondent's organization has a New York State or a Federal GSA contract for any of the items covered in this RFP or any similar items, respondent shall so indicate in its proposal and supply a copy of such contract within five (5) days of a request by ECMCC.
- 8.12 **Price is firm.** The unit prices shall remain firm, and any other pricing, quote or charges in the proposal shall also remain firm, for delivery of the equipment, material, work or services described in this RFP. No cost increase not covered in the proposal shall be charged for any reason whatsoever unless agreed upon by ECMCC.
- 8.13 **In executing this proposal,** the respondent affirms that all of the requirements of the specifications are understood and accepted by the respondent, and that the prices quoted include all required materials and services. The undersigned has checked all of the proposal figures and understands that ECMCC will not be responsible for any errors or omissions on the part of the undersigned in preparing the proposal. Mistakes or errors in the estimates, calculations or preparation of the proposal shall not be grounds for the withdrawal or correction of the proposal or proposal security.
- 8.14 **Restrictions on contact during the RFP process.** Pursuant to State Finance Law Sections 139-j and 139-k, this RFP includes and imposes certain restrictions on communication between respondents and ECMCC during the procurement process. A respondent is restricted from making contacts from the date the RFP is issued through the final award and approval of the procurement contract by ECMCC (the "Restricted Period"). During the Restricted Period, respondents may only contact the designated contact regarding this RFP. The designated contact is identified on the cover page of this RFP. Respondents are responsible for reviewing ECMCC's Procurement Disclosure Policy and complying with State Finance Law Sections 139-j and 139-k. Directors, officer and employees of ECMCC are required to record certain information when contacted during the Restricted Period. A review of whether such contacts were permissible contacts will be considered in connection with any determination of responsibility of the respondent. Failure of any respondent to timely certify or to disclose accurate and complete information or the submission of any intentionally false or intentionally incomplete certification may result in the rejection of the contract award or if such contract has been executed, then the immediate termination of the contract. Violations may result in debarment of the respondent from proposing on or obtaining governmental procurement contracts in the State of New York.
- 8.15 **Freedom of Information Law.** During the evaluation process, the content of each RFP will be held in confidence and details of any RFP will not be revealed (except as may be

required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. If the proposal contains any such trade secrets or other confidential or proprietary information, the respondent must submit a request to exempt such information from disclosure. Such request must be in writing, must state the reasons why the information should be exempt from disclosure and must be provided at the time of submission of the subject information. Requests for exemption of the entire contents of a proposal from disclosure have generally not been found to be meritorious and are discouraged. Respondents must limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the respondent's competitive position. ECMCC assumes no responsibility for disclosure of unmarked data for any purpose. ECMCC will review such designations in making its determination whether disclosure is required, which determination shall be binding on the respondent.

Appendix A

A PORTION OF THE 2016 RFP, "RFP 2611, BUILDING ENVELOPE STUDY" (PAGES 5-7) WHICH WAS PROVIDED FOR THE GENERAL INFORMATION OF RESPONDENTS INTERESTED IN SUBMITTING A PROPOSAL

VII. SCOPE OF BASIC SERVICES

- A. The Scope of Basic Services for this study includes the investigation, assessment, and mapping of existing building envelope conditions of the main hospital building and the adjacent DK Miller building at the Erie County Medical Center located on the ECMC Grider Street campus, in Buffalo, New York. The scope shall include the review and assessment of building exteriors, including the façade, windows, and roofing.
- B. Work of this study is to be categorized in the following general tasks:
1. Task 1: Document Review
 2. Task 2: Preliminary Site Observations
 3. Task 3: Develop Site Access, Testing, and Intrusive Investigation Program
 4. Task 4: Perform Building Envelope Investigation
 5. Task 5: Issue Draft Building Envelope Survey Report
 6. Task 6: Issue Final Building Envelope Survey Report
- C. **Task 1: Document Review** - Review original building plans and details, these documents are to be provided by ECMC.
- D. **Task 2: Preliminary Site Observations** - Conduct an on-site investigation of existing building conditions described within the scope of work, documenting observed symptoms of distress or failure. The objective of this preliminary investigation is to gain information on the configuration and degree of deterioration of the various structural and non-structural systems and components that comprise the building envelope such that a Site Access, Testing, and Intrusive Investigation Program may be developed. These Preliminary Site Observations services shall include:
1. The performance of a visual inspection of building envelope components from grade and from readily accessible locations to identify obvious defects and damage (e.g., deterioration of concrete surfaces, evidence of water infiltration, failed sealant and/or expansion joints, etc.)
 2. Onsite coordination with the Site Manager to discuss site access requirements such that a site access plan may be developed.
- E. **Task 3: Develop Site Access, Testing, and Intrusive Investigation Program** - Work of this project shall require access to elevated areas, materials sampling and testing, and exploratory probe work, the scopes of which are not yet defined. Based upon review of the available documents and the preliminary site observation (Tasks 1 & 2) the successful candidate shall develop a Site Access, Testing, and Intrusive Investigation Program to be utilized in completing the Building Envelope Investigation phase of this study (Task 4). This shall include or require:
1. Coordination with the Site Manager toward the development of a safe access plan via

man lift equipment, suspended scaffolding or other platform, as appropriate. Observation locations that are reasonably accessible shall be chosen and assumed representative of similar areas.

2. Coordination with the Testing Manager toward the development of a materials testing program to evaluate the condition of existing materials; designate materials to be sampled and test methods; designate locations for extraction, coordinated with access to elevated areas.
3. Development of a program for intrusive investigation, including: location of elements to be disassembled &/or where elements must be partially demolished or otherwise removed such that hidden conditions may be observed; provide direction with regard to removal methods and proper reassembly/repair of all affected locations; coordinate with the Testing Manager who shall perform the recommended intrusive investigation work.

F. **Task 4: Perform Building Envelope Investigation** - Perform onsite Building Envelope Investigation documenting observed symptoms of distress or failure. Work shall include:

1. Coordination with the Site Manager to provide access to elevated areas of the building facades; all safe and legal means and methods of accessing elevated areas shall be permissible.
2. Coordination with the Testing Manager to perform intrusive probes and to extract samples for laboratory testing as appropriate. Intrusive probes/disassembly of materials will be required at the following locations/materials, each possibly requiring varying expertise related to: precast concrete panels, windows / curtain wall systems, brick masonry and roofing.
3. Coordination with the Testing Manager to perform materials sampling and laboratory testing as appropriate to determine condition and durability of materials. The testing of suspected environmentally hazardous materials shall be performed consistent with applicable regulatory requirements.

G. **Task 5: Draft Report** - Review, analyze and evaluate the data recorded during Tasks 1, 2 & 4 and then prepare a "Draft" Building Envelope Survey Report that will be issued to ECMC for review.

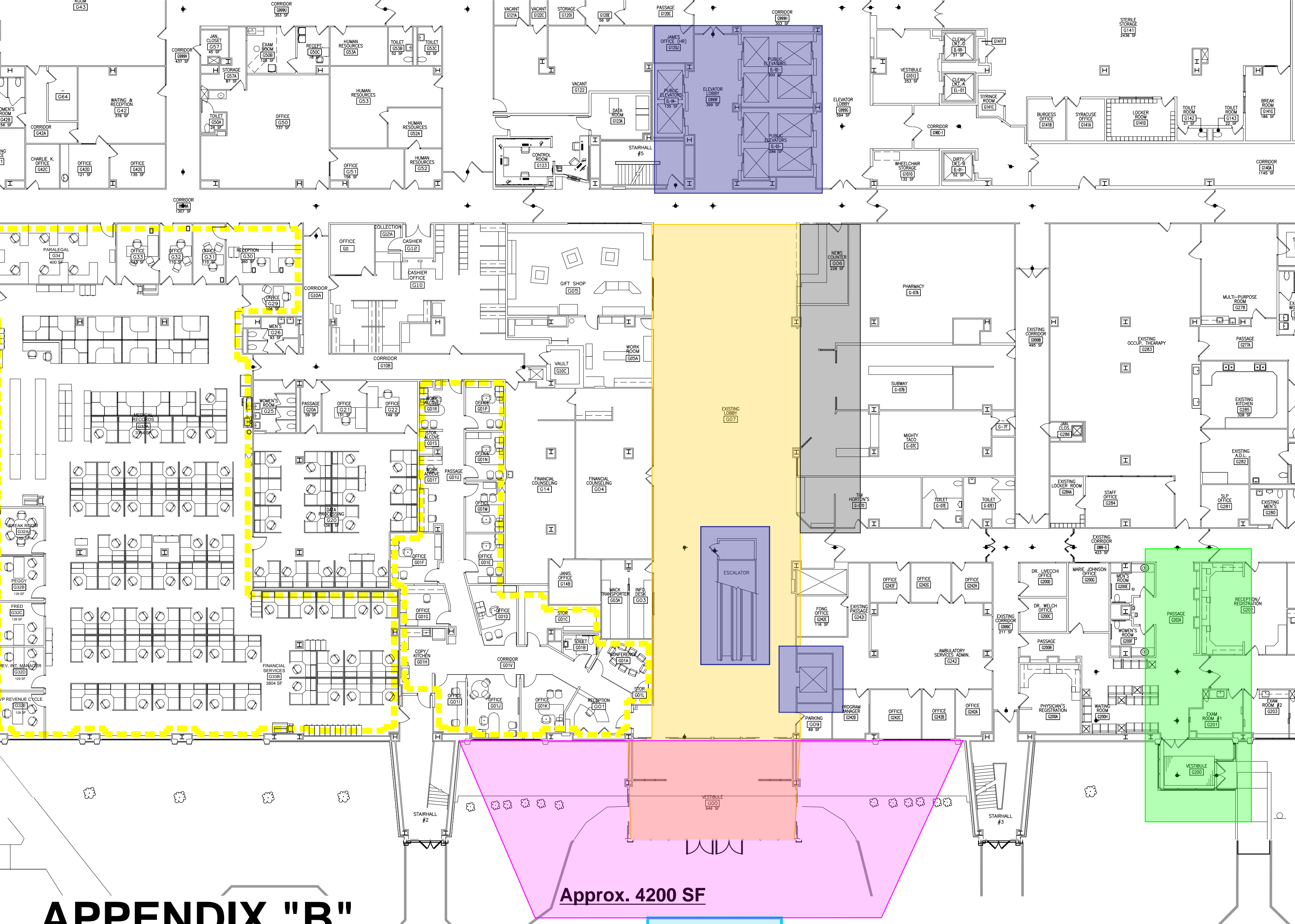
1. The condition survey report shall contain: an executive summary; observations, documentation, and mapping of existing conditions, illustrated with photographs; evaluations, stating the successful candidate's opinion as to the cause or causes of identified problematic conditions; and, recommendations, setting forth the opinion of advisable corrective action, accompanied by a statement of opinion of probable construction cost, expressed in current values; energy savings for each recommended repair and or upgrade will be analyzed developing a BIN temperature spreadsheet comparison of the existing envelope condition with the proposed building improvement measures. The most recent 12 month average utility costs will be utilized in the analysis. Any Building Computer Modeling found to be necessary shall be viewed as an additional service.
2. Confer with ECMC to discuss the results of the investigation, to review the contents

of the report, and to offer guidance with respect to further action.

3. Project deliverables to ECMC will include electronic and two (2) hard copies of the "Draft" Building Envelope Survey Report.

H. **Task 6: Final Report**

1. Schedule a meeting with ECMC to discuss the report. Incorporate revisions (if any) into each "Draft" Report and re-issue it as a "Final" version.
2. Project deliverables to ECMC will include electronic and two (2) hard copies of each "Final" Building Envelope Survey Report.

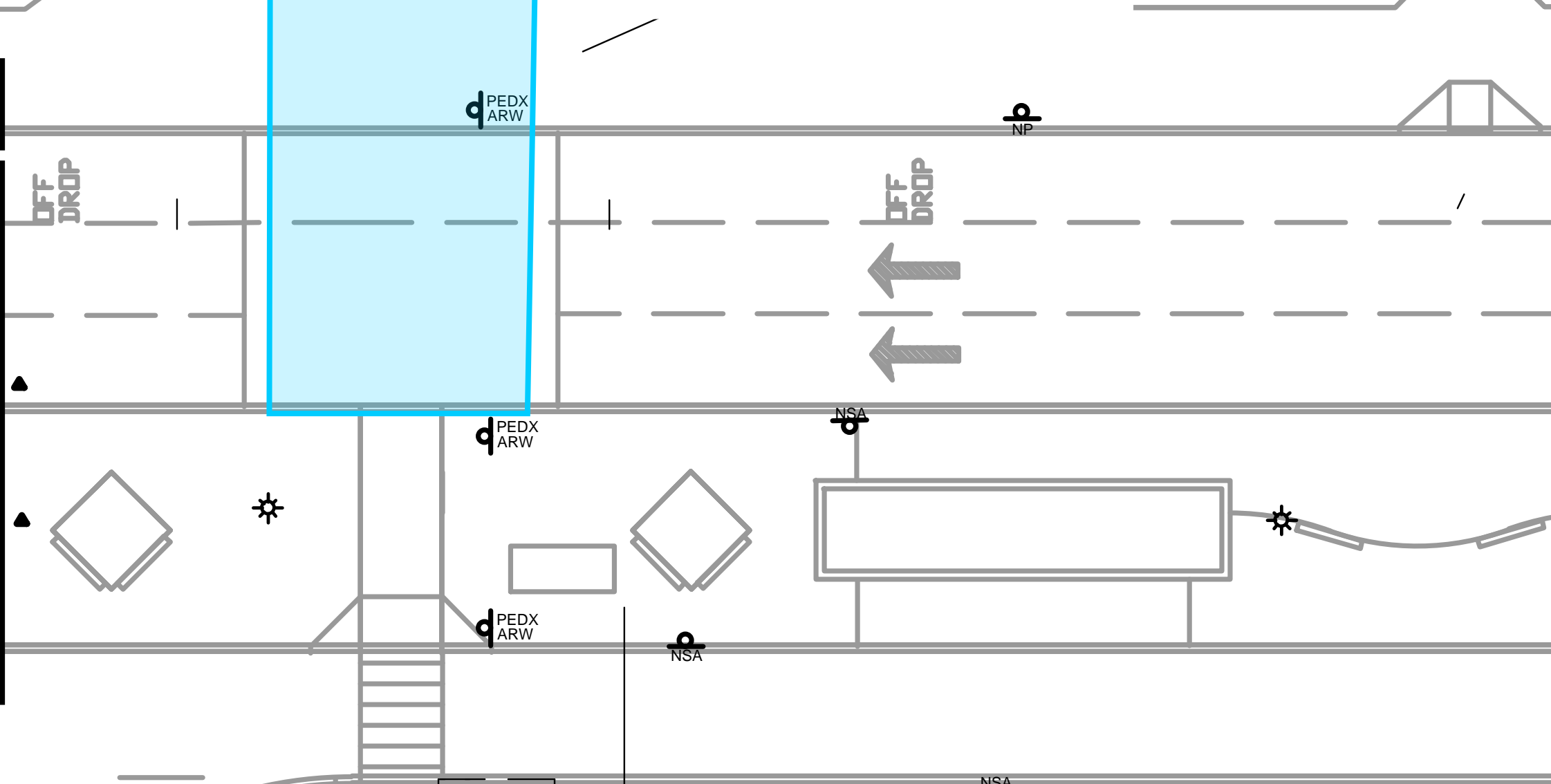


APPENDIX "B"

MAIN LOBBY EXPANSION

LEGEND

- Existing Main Entrance / Lobby
- New Lobby Expansion Approx. 4200SF
- New Porte Cochere
- Existing Vertical Circulation
- Existing Vendor Area to Remain
- Temporary Main Entrance -during construction



Approx. 4200 SF

PEDX ARW

OFF DROP

PEDX ARW

NSA

PEDX ARW

NSA

NSA

Appendix C

PROPOSING FIRM: _____ ECMCC RFP#: _____

ARCHITECTURAL & ENGINEERING SERVICES

PROPOSED FEE STRUCTURE FOR:

EXTERIOR ENVELOPE IMPROVEMENTS AND MAIN LOBBY EXPANSION

A preliminary budget has been established for this project inclusive of new construction, renovation and envisioned equipment costs. Proposers are to establish their single service fee percentage for the desired standard A/E services (as specified earlier in this RFP) upon this preliminary budget and are to reflect this percentage in space provided below. It is understood that these budgets are based on current project vision and this budget shall be adjusted to varying degrees as the project design further evolves.

SCHEMATIC DESIGN THROUGH
CONSTRUCTION ADMINISTRATION

CONTRACTED
VALUE

Total Anticipated Contracted Value **21 million (+/-)**

(Budget breakdown: 13 million Exterior Envelope Improvements, 8 million Main Lobby Expansion)

Proposed A/E Service Percentage Fee..... _____ %

PROPOSED REIMBURSABLE EXPENSES

Reimbursable Expenses for the purposes of this RFP are recognized as a variable which will be negotiated based upon the eventual scope and extent of the required design services for this individual project. Qualify in the space provided below or on supplemental sheet(s) as may be necessary, any items or services specifically excluded from your above referenced service fee percentage, those which shall billed separately should such items or services become necessary.

Appendix D

INSURANCE REQUIREMENTS

1. **Insurance to be Maintained by Contractor.** Prior to providing services under this Agreement, Contractor, at its own cost and expense, shall procure and maintain insurance for the coverages listed below, written for not less than the limits specified for each coverage or required by law, whichever is greater (except that if Contractor procures any policy limits greater than the amounts required herein, then the higher limits shall apply as though stated and required herein) and including the provisions enumerated below:

1.1 Professional Liability

Occurrence coverage	\$1,300,000 per occurrence
General Aggregate	\$3,900,000

Professional liability insurance coverage shall provide "occurrence" coverage; provided however if such coverage is "claims made" coverage, it must include tail coverage for at least two and one-half (2 ½) years after this Agreement terminates or expires.

1.2. Commercial General Liability

Bodily Injury and Property Damage Limit	\$1,000,000 each occurrence
Personal Injury Limit	\$1,000,000 each person
General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000

Coverage is to apply on an occurrence basis only. No endorsement or modification of this policy limiting the scope of coverage for Contractual Liability, Products/Completed Operations, Pollution or Personal Injury shall be permitted. In addition, no designated Premises/Operations limitation shall be permitted.

1.3. Automobile Liability

Owned, Hired and Non-Owned Autos

Combined Single Limit for Bodily Injury and Property Damage	\$1,000,000 each accident
---	---------------------------

1.4. Workers' Compensation & Employers' Liability and New York Disability Benefits

Statutory coverage complying with the law of each state in which Contractor's employees are headquartered, working, or domiciled with Employers' Liability limits of not less than \$1,000,000 Each Accident and \$1,000,000 Each Employee for Disease and \$1,000,000 Policy Limit for Disease, or the minimum level required by Contractor's Excess Umbrella Liability insurance company, whichever is greater and New York Disability Benefits Law.

1.5. Cyber Liability

Any contract awarded where electronic information/data, including Protected Health Information (as defined under HIPAA) is being exchanged between ECMCC and the Contractor or stored by Contractor on behalf of ECMCC will require cyber liability insurance as described below. In addition to the insurance below, the Contractor/Vendor must demonstrate use of a secure server and password-protected email. In some circumstances coverage to include Internet Media Liability and/or Cyber Extortion Coverage, including Regulatory Proceeding and Breach Costs

Cyber Liability Insurance Limits	\$5,000,000 per claim
----------------------------------	-----------------------

1.6 Umbrella or Excess Follow Form

Combined Single Limit for Bodily Injury and Property Damage	\$5,000,000 each occurrence \$5,000,000 aggregate
---	--

Coverage is to apply on an occurrence basis only; in excess of the other Liability coverages required in 1.1, 1.2, 1.3, 1.4 and 1.5 above and shall be no more restrictive than such scheduled underlying insurance. **NOTE:** Any combination of primary and excess limits is acceptable as long as the total limits achieved are at least equal to the total limits achieved by the above described combination of primary and excess layers.

1.7. Pollution Legal Liability

Any contractor performing environmental work shall have in effect Pollution Legal Liability or Contractors Site Pollution Liability insurance coverage with an insuring limit of no less than \$5,000,000 per claim and a \$5,000,000 aggregate. Contractor shall name ECMCC and its respective officers, employees and agents as Additional Insured on this policy.

1.8. Additional Insureds

ECMCC and its respective officers, employees and agents shall be named as Additional Insureds, using ISO Form CG 20 10 11 85 or its equivalent, under the policies required in 1.2, 1.3 and 1.5 providing coverage for both ongoing and completed operations. The insurance protection afforded to ECMCC under such policies shall apply on a primary basis and any insurance (or self-insurance program) maintained by ECMCC shall not contribute with the insurance afforded to ECMCC as an Additional Insured.

1.9. Financial Rating of Insurers

The insurance companies providing the required coverages shall be licensed to do so in New York State, and shall be rated no lower than "A-" by the most recent Best's Key Rating Guide or Best's Agent's Guide, and shall have a Best's Financial Size Category of not less than VIII, unless otherwise agreed to by ECMCC.

1.10. Notice of Cancellation, etc.

Contractor is hereby obligated to e-mail or fax to ECMCC a copy of any cancellation or non-renewal notice received from the insurer for any policy affording the coverages required herein within five days of Contractor's receipt of same. Contractor further agrees to provide ECMCC with 30 days advance written notice of cancellation, non-renewal or material reduction in coverage initiated by Contractor with respect to any of the required insurance coverages. For the purpose of this provision, material reduction in coverage shall mean any change or reduction in the scope of insurance coverage that adversely affects the protection that would otherwise be available to ECMCC.

1.11. Deductibles or Self-Insured Retentions

Deductibles or self-insured retentions shall be permitted with the understanding that Contractor (and not ECMCC) shall be responsible for such deductible or self-insured retention.

1.12. General Provisions

Cross-Liability. If the Contractor's liability policies do not contain the standard ISO separation of insureds provision, or an equivalent clause, such policies shall be endorsed to provide cross-liability coverage.

Claims-Made Coverage. For any liability coverages maintained on a claims-made basis, the following provisions apply unless otherwise agreed to by ECMCC:

- i. If the claims-made coverage terms designate a specific retroactive date, Contractor shall maintain a retroactive date which is not later than the earlier of (a) the date of the commencement of the term of this Agreement, or (b) the original coverage retroactive date for Contractor's first claims-made policy for each and every coverage provided on a claims-made basis;
- ii. For the duration of this Agreement, or any subsequent renewals, if the retroactive date is advanced or if the policy is materially changed, cancelled or not renewed, Contractor shall purchase, at its own expense, an extended reporting period endorsement. This endorsement must provide an extended reporting period ("tail" coverage) of three years or the minimum as prescribed by the Insurance Department of the State of New York, whichever is greater;
- iii. Upon termination of the services provided to ECMCC by Contractor, Contractor shall maintain such claims-made coverage without interruption for three years or a period of time equal to the length of any extended reporting period requirement as specified above, whichever is greater (the extended term of protection). If the retroactive date is advanced or if the policy is materially changed, cancelled or not renewed during this period of time, Contractor shall purchase, at its own expense, an extended reporting period endorsement covering a term of three years or the minimum as prescribed by the Insurance Department of the State of New York, whichever is greater. It is understood that the length of this extended reporting period endorsement may be reduced to coincide with any time remaining in the extended term of protection.

1.13. Evidence of Insurance. Contractor shall deliver to ECMCC, prior to commencement of the work, Certificates of Insurance acceptable to ECMCC certifying that policies of insurance for the required coverages have been issued and are in effect and comply with the requirements herein. Upon expiration or cancellation of any policy during the period the coverages under such policy are required to be maintained, Contractor shall immediately deliver to ECMCC a Certificate of Insurance evidencing proper renewal or replacement of the policy.

1.13.1 Certificates evidencing Liability coverage under which ECMCC is required to be named as an Additional Insured must state that "Erie County Medical Center Corporation and its respective officers, employees and agents are included as Additional Insureds on a primary and non-contributory basis with respect to any other insurance or self-insurance programs afforded to, or maintained by, Erie County Medical Center Corporation." The certificate must specify the policies under which such Additional Insured status has been granted and a copy of the Additional Insured Endorsement(s) or Policy Provision(s) that grant(s) the required Additional Insured status must be attached to the certificate. A Waiver of Subrogation in favor of ECMCC shall also be included under the General Liability, Workers Compensation, Automobile and Umbrella Liability coverages and evidence on the certificate of insurance.

1.13.2 Certificates must specify the applicable retroactive date of any claims-made coverage being evidenced.

1.13.3 Failure of ECMCC to demand such Certificate of Insurance or failure of ECMCC to identify a deficiency in a certificate that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

1.13.4 ECMCC shall have the right, but not the obligation, to prohibit Contractor from providing services/products/equipment and/or entering the premises until such

certificate indicating full compliance with the requirements herein has been received and approved by ECMCC.

- 1.13.5 Certificates of Insurance shall be issued and sent to Erie County Medical Center Corporation, Office of General Counsel, 462 Grider Street, Buffalo, New York 14215.
- 1.14. Failure to Secure and Maintain Insurance. Contractor acknowledges that failure to secure the above-specified insurance constitutes a material breach of this Agreement and subjects Contractor to liability for damages and all other legal remedies available to ECMCC. Contractor further acknowledges that procurement of the insurance coverage and limits required herein shall not limit the extent of Contractor's other responsibilities and liabilities specified within the Agreement between ECMCC and Contractor or by law.
- 1.15. Adequacy of Insurance. ECMCC does not in any way represent that the insurance specified herein, whether in scope of coverage or limits of coverage, is adequate or sufficient to protect the business or interest of Contractor.

EXHIBIT A

ERIE COUNTY MEDICAL CENTER CORPORATION MWBE, SDVOB AND EEO PROGRAM REQUIREMENTS

I. General Provisions

- A. ECMCC is required to implement the provisions of New York State Executive Law Article 15-A and Article 17, as well as 5 NYCRR Parts 142-144 (“MWBE Regulations”) and 9 NYCRR Part 252 (“SDVOB Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the ECMCC, to fully comply and cooperate with ECMCC in the implementation of New York State Executive Law Article 15-A and Article 17. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for New York State certified minority and women-owned business enterprises (“MWBEs”) and service-disabled veteran-owned businesses (“SDVOBs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 and 9 NYCRR §252.2 and shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VIII of this Appendix or enforcement proceedings as allowed by the Contract.

II. MWBE Contract Goals

- A. For purposes of this Contract, ECMCC hereby establishes an overall goal of 30% for Minority and Women-Owned Business Enterprises (“MWBE”), comprised of specific goals of 20% for Minority-Owned Business Enterprises (“MBE”) participation and 10% for Women-Owned Business Enterprises (“WBE”) participation.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

Additionally, Contractor is encouraged to contact ECMCC’s MWBE/SDVOB coordinator at (716) 898-4947 and the Division of Minority and Woman Business Development at (518) 292-5250, (212) 803-2414, or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by

EXHIBIT A

MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to ECMCC for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
 - 1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - 2. The Contractor shall submit an EEO policy statement to ECMCC within forty-eight (48) hours after the date of the notice by ECMCC to award the Contract to the Contractor.
 - 3. If Contractor does not have an existing EEO policy statement, Contractor may adopt the attached model statement (Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
 - 4. The Contractor's EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

EXHIBIT A

- c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

D. Workforce Employment Utilization Report ("Workforce Report")

- 1. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to ECMCC of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
- 2. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
- 3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

E. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military

EXHIBIT A

status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

V. MWBE Utilization Plan

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan either prior to, or at the time of, the execution of the Contract.
- B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.
- C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, ECMCC shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

VI. Waivers

- A. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, ECMCC shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- B. If the ECMCC, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, ECMCC may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within three (3) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VII. Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report to ECMCC by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

VIII. Liquidated Damages - MWBE Participation

- A. Where ECMCC determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to ECMCC liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

EXHIBIT A

2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the ECMCC, Contractor shall pay such liquidated damages to ECMCC within sixty (60) days after they are assessed by ECMCC unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the ECMCC.

IX. SDVOB Contract Goals

- A. ECMCC hereby establishes an overall goal of 6% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Contractor should reference the directory of New York State Certified SDVOBs found at: http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf.

Questions regarding compliance with SDVOB participation goals should be directed to the ECMCC's MWBE/SDVOB coordinator at (716) 898-4947. Additionally, following Contract execution, Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veterans' Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Contract.

- B. Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract.

X. SDVOB Utilization Plan

- A. In accordance with 9 NYCRR § 252.2(i), Contractors are required to submit a completed SDVOB Utilization Plan, included as Exhibit A-2, with their bid.
- B. The Utilization Plan shall list the SDVOBs that the Contractor intends to use to perform the Contract, a description of the work that the Contractor intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Contractor acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to ECMCC.
- C. ECMCC will review the submitted SDVOB Utilization Plan and advise the Contractor of ECMCC acceptance or issue a notice of deficiency.

EXHIBIT A

- D. If a notice of deficiency is issued, Contractor agrees that it shall respond to the notice of deficiency, within three (3) business days of receipt, by submitting to ECMCC a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by ECMCC to be inadequate, ECMCC shall notify the Contractor and direct the Contractor to submit, within five business days of notification by ECMCC, a request for a partial or total waiver of SDVOB participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- E. ECMCC may disqualify a Contractor's bid or proposal as being non-responsive under the following circumstances:
 - (a) If a Contractor fails to submit an SDVOB Utilization Plan;
 - (b) If a Contractor fails to submit a written remedy to a notice of deficiency;
 - (c) If a Contractor fails to submit a request for waiver; or
 - (d) If ECMC determines that the Contractor has failed to document good faith efforts.
- F. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.
- G. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, ECMCC shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

XI. SDVOB Request for Waiver

- A. Prior to submission of a request for a partial or total waiver, Contractor shall speak to ECMCC's MWBE/SDVOB coordinator at (716) 898-4947 for guidance.
- B. In accordance with 9 NYCRR § 252.2(m), a Contractor that is able to document good faith efforts to meet the goal requirements, as set forth below, may submit a request for a partial or total waiver, accompanied by supporting documentation. A Contractor may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by ECMCC at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with the Contractor's waiver request is complete, ECMCC shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.
- C. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to ECMCC, but must be made no later than prior to the submission of a request for final payment on the Contract.
- D. If ECMCC, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, ECMCC may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

EXHIBIT A

Waiver requests should be sent to ECMCC.

XII. SDVOB Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- (1) Copies of solicitations to SDVOBs and any responses thereto.
- (2) Explanation of the specific reasons each SDVOB that responded to Contractors' solicitation was not selected.
- (3) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by ECMCC with certified SDVOBs whom ECMCC determined were capable of fulfilling the SDVOB goals set in the Contract.
- (4) Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- (5) Other information deemed relevant to the waiver request.

XIII. Monthly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance to ECMCC during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using specified forms provided by ECMCC at times designated by ECMCC.

XIV. SDVOB Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL
EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

M/WBE AND EEO POLICY STATEMENT

I, _____, the (awardee/contractor) _____ agree to adopt the following policies with respect to the project being developed or services rendered at _____

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

Agreed to this _____ day of _____, 2_____

By _____

Print: _____ Title: _____

**EXHIBIT A-1
M/WBE UTILIZATION PLAN**

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Offeror's Name:
Address:
City, State, Zip Code:
Telephone No.:
Authorized Representative:
Authorized Signature:

Federal Identification No.:
Location of Work: _____
RFP or Bid No.:
M/WBE Goals in the Contract: 30%
MBE Goals in the Contract: 20%
WBE Goals in the Contract: 10%

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts/ Supplies/Services and intended performance dates of each component of the contract.
1.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
2.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
3.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
4.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
5.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
6.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
7.	NYS ESD CERTIFIED			

	<input type="checkbox"/> MBE <input type="checkbox"/> WBE			
8.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
9.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM (M/WBE 104).

PREPARED BY (Signature): DATE: NAME AND TITLE OF PREPARER (Print or Type): SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.	TELEPHONE NO.:	EMAIL ADDRESS:
--	-----------------------	-----------------------

	FOR ECMCC M/WBE USE ONLY	
	REVIEWED BY:	DATE:
	UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ Contract No.: _____ Project No. (if applicable): _____ Contract Award Date: _____ Estimated Date of Completion: _____ Amount Obligated Under the Contract: _____ Description of Work: _____ NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____	

Erie County Medical Center Corporation

EXHIBIT A-2

SDVOB Utilization Plan

Each bidder shall submit a properly executed SDVOB Utilization Plan as an attachment to their bid proposal.

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Service-Disabled Veteran-Owned Business (SDVOB) under the contract. Attach additional sheets if necessary.

Contractor's Name and Address: Federal ID:	Contract Description/Location:			Bid Date:	SDVOB GOAL
				Contract Amount:	SDVOB%
					6
Certified SDVOB Name, Address, E-mail, and Phone No.	SDVOB	Description of Subcontracting/Supplies	Anticipated performance/purchase date(s)	Dollar Value of Subcontract/Supplies	
Federal ID	<input type="checkbox"/>				
Federal ID	<input type="checkbox"/>				
Federal ID	<input type="checkbox"/>				
Federal ID	<input type="checkbox"/>				

Pursuant to Executive Law Article 17-B, my firm will engage in a good faith effort to achieve the SDVOB goals on this contract.	Contractor's Comments:
---	------------------------

Contractor's Signature:		FOR ECMCC USE ONLY <input type="checkbox"/> Accepted <input type="checkbox"/> Accepted as Noted <input type="checkbox"/> Notice of Deficiency Issued SDVOB % _____		
Enter Name:				
Title:				
E-Mail Address:	Date:	ECMCC Authorized Signature:		

**EXHIBIT B
RESPONDENT DATA**

To facilitate correct drawing and execution of a contract for services, respondents shall supply full information concerning legal status:

Firm Name: _____

Any trade name or assumed name ("d/b/a"): _____

Address of principal office:

Street: _____

City: _____ State: _____

Zip: _____ Phone: _____

Check one:

- CORPORATION
- LIMITED LIABILITY COMPANY
- PARTNERSHIP
- INDIVIDUAL

Formed under the laws of the state of: _____.

If a foreign entity, state whether authorized to do business in the State of New York:

- YES
- NO

Is respondent a New York State certified minority-owned or women-owned business enterprise listed in the online State Directory? (If so, please provide a copy of the NYS Certificate with proposal).

- YES
- NO

Address of Local Office:

Street: _____

City: _____ State: _____

Zip: _____ Phone: _____

Names and addresses of all directors and officers (or managers if an LLC):

Names and percentage ownership interest of all shareholders, partners, or members:

EXHIBIT C
NON-COLLUSIVE BIDDING CERTIFICATION

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

- 1) The prices in this proposal 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 respondent or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent prior to opening, directly or indirectly, to any other respondent or to any competitor; and
- 3) No attempt has been made or will be made by the respondent to induce any other person, partnership, limited liability company or corporation to submit or not to submit a proposal for the purpose of restricting competition.

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

Affirmed under penalty of perjury this ____ day of _____, 20____.

Authorized Signature

Print Name and Title

EXHIBIT D
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 E NOT-FOR-PROFIT M/WBE BUDGET FORM



Any services that are self-performed by a not-for-profit respondent (i.e., services not procured in the open market) in response to this RFP, RFQ, or IFB, as well as any personal services, rent, and utilities costs related to this procurement, are exempt from the M/WBE goals that have been assigned to this procurement. After exempting personal services, rent, utilities and self-performance, M/WBE goals will still attach to the entire remainder of the funds of the procurement.

(For example, if the respondent's proposal for this procurement is \$100,000, and \$80,000 of this amount is comprised of personal services, rent, utilities and self-performance by the not-for-profit, then the remaining \$20,000 would still be subject to the M/WBE goals assigned to this procurement.)

This exception applies solely to not-for-profit respondents. Respondents who are for-profit organizations are still required to apply the M/WBE goals to the full amount of this procurement in their proposals. All parties are still responsible for submitting utilization plans (as detailed in Exhibits A and A-1) with their proposals that cover all services that are not exempt as described in the above.

The following chart is required to be submitted by all not-for-profit respondents. Each respondent must provide a breakdown of their entire proposed budget for the procurement. If you are not a not-for-profit entity, you do not have to complete this form.

Respondent name: _____

Proposed budget for work	
1 Personal services	\$ _____
2 Rent	\$ _____
3 Utilities	\$ _____
4 Self-performance	\$ _____
5 Other expenses <i>(Please provide line item descriptions; add additional sheets as necessary)</i>	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
6 Add the sum of Section 5. <i>(These funds <u>will</u> be subject to M/WBE requirements)</i>	\$ _____
7 Add the sum of Sections 1-4. <i>(These funds <u>will not</u> be subject to M/WBE requirements)</i>	\$ _____
Add the sum of sections 6 and 7. <i>(This number reflects the <u>total proposed budget</u> for the project.)</i>	\$ _____

RESPONDENT SIGNATURE

Signature of preparer

Date

Name of organization

Title of signatory

EXHIBIT F

Administrative Support Workers															
Craft Workers															
Operatives															
Laborers and Helpers															
Service Workers															
Total															

II. Firm activity

3. Does your Company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives?

Yes No

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

4. Is your Company’s CEO and/or Chief Procurement Officer (“CPO”) committed to and engaged in the process of diversity business development?

Yes No

If yes, please attach a signed statement from your CEO or CPO.

5. Please attach a copy of your Company’s equal opportunity and affirmative action policy.

III. M/WBE business activity

6. What percentage of your Company’s gross revenues were paid to New York State certified M/WBE subcontractors for servicing clients and/or manufacturing products and/or performing on contracts in your Company’s prior year of business activity?

7. What percentage of your Company’s gross revenues involved the use of joint ventures, partnerships, or other similar arrangements with New York State certified M/WBE’s in your Company’s prior year of business activity?

EXHIBIT F

8. What percentage of your Company's gross revenues were paid to New York State certified M/WBE subcontractors and paid to certified M/WBE joint ventures, partnerships, or other similar arrangements?

9. What percentage of your Company's gross revenues involved the use of government or private sector contracts that had New York State certified M/WBE utilization requirements?

10. What percentage of your Company's overhead (i.e. those expenditures that are not directly related to the provision of goods or services to your Company's clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to New York State certified M/WBE's as suppliers/contractors?¹

11. Does your Company provide technical training² to minority- and women-owned business enterprises?

Yes No

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

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

Yes No

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

¹ Do not include onsite project overhead.

² Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to soft skills, which are transferable.

EXHIBIT F

13. Does your Company include specific quantitative goals for the utilization of minority- and women-owned business enterprises in its non-government procurements?

- Yes No

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

14. Does your Company have a formal minority- and women-owned business enterprise supplier diversity program?

- Yes No

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

15. Does your Company provide any financial assistance to New York State certified M/WBE's?

- Yes No

If yes, describe and attach details of any such programs as an exhibit.

EXHIBIT F

16. Does your Company have set supplier and subcontractor diversity goals for your Company's procurements?

Yes No

If yes, please describe.

17. Does your Company have established goals for New York State certified M/WBE suppliers or a total purchasing budget allocated to New York State certified M/WBE suppliers?

Yes No

If yes, please provide a copy or policy or statement of such established goals.

18. Is your Company certified as a Minority and/or Woman-owned business enterprise with the New York State Department of Economic Development ("MWBE")?

Yes No

If yes, please provide a copy of your certification. If no, please list all other jurisdictions and/or certifying bodies that have deemed your company Minority and/or Woman-owned. Also, please provide a copy of each certification.

If your company has applied for, but has not, as of the issuance of the RFP, been certified as a Minority or Women-owned business enterprise by the New York State Department of Economic Development, you must submit proof of a pending application, including the filing date.

EXHIBIT F

19. Please provide any other information that demonstrates your Company's commitment to diversity practices.

All information provided in connection with the questionnaire is subject to audit and any fraudulent statements are subject to criminal prosecution and debarment.

Signature of
Owner/Official _____
Printed Name of
Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

STATE OF _____
COUNTY OF _____) ss:

On the _____ day of _____, 201_, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this certification and said person executed this instrument.

Notary Public